

# WINTER HAVEN

## *The Chain of Lakes City*

### REGULAR CITY COMMISSION MEETING MONDAY, DECEMBER 10, 2018

6:30 PM

City Hall, John Fuller Auditorium  
451 Third Street NW  
Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor
2. **INVOCATION - PASTOR ED KENDRICK, HEARTLAND CHURCH**
3. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk
4. **PRESENTATIONS**
  - 4.A. **105th Anniversary of the Woman's Club of Winter Haven Proclamation - Jane McGinnis, President, and Members of the Woman's Club of Winter Haven**

*Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

[Proclamation](#)
  - 4.B. **Naming of Bert Schulz Boulevard Proclamation - Bert Schulz Family**

*Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

[Proclamation](#)
  - 4.C. **Capital Improvement Projects Update - T. Michael Stavres, Assistant City Manager**

*Staff Contact: T. Michael Stavres, Assistant City Manager, mstavres@mywinterhaven.com*
5. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk
6. **MINUTES**
  - 6.A. **November 26, 2018 Regular City Commission Meeting Minutes**

*Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

[2018-11-26 DRAFT Minutes Regular City Commission Meeting with Attachment.pdf](#)
7. **COMMENTS FROM THE AUDIENCE**
8. **ORDINANCE(S) - SECOND READING - PUBLIC HEARING**
  - 8.A. **O-18-52 - Request by Ashton Land Development, LLC to amend the 2025 Future Land Use on a**

portion of two (2) vacant parcels from Residential Low Density to Commercial and Conservation; Commercial to Residential Low Density and Conservation; and Conservation to Residential Low Density and Commercial. General Location: Portions of two (2) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard; and

*Staff Contact: Eric Labbe, Planning Manager, elabbe@mywinterhaven.com*

[Summary - O-18-52 O-18-53 Lake Ashton South.docx](#)  
[Ordinance O-18-52 FLU.docx](#)

- 8.B. O-18-53 - Request by Ashton Land Development, LLC to amend Planned Unit Development Ordinance O-16-20 and O-17-20. General Location: Four (4) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard**

*Staff Contact: Eric Labbe, Planning Manager, elabbe@mywinterhaven.com*

[Summary - O-18-53 Lake Ashton South.docx](#)  
[Ordinance O-18-53 PUD.docx](#)

- 8.C. Ordinance O-18-54: Request by Ashton Land Development, LLC to amend the Future Land Use on three (3) parcels from Residential Estate and Conservation to Regional Activity Center. General Location: Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27**

*Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com*

[Summary for Ordinance O-18-54 & 55](#)  
[Ordinance O-18-54](#)

- 8.D. Ordinance O-18-55: Request by Ashton Land Development, LLC to rezone three (3) parcels from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. General Location: Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27**

*Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com*

[Summary for Ordinance O-18-54 & 55](#)  
[Ordinance O-18-55](#)

**9. CONSENT AGENDA**

- 9.A. Task Order #14 with Atkins Engineering, for Final 100% Design and Construction Permitting on the S.R. 542 Phase II Utility Relocation Project. Buckeye Loop Rd. to just East of SR 27.**

*Staff Contact: Gary M. Hubbard, Utility Services Department Director, ghubbard@mywinterhaven.com*

[Summary-Phase\\_II\\_100\\_\\_Design\\_SR\\_542](#)  
[Task Order #14 SR 542 Buckeye Loop Rd to US 27, Final Design.pdf](#)

- 9.B. U.S. House of Representatives District Office Lease for Congressman Darren Soto**

*Staff Contact: Donna Sheehan, Assistant to the City Manager, dsheehan@mywinterhaven.com*



[Summary - Rep. Darren Soto Lease.docx.doc](#)  
[Soto Lease.pdf](#)

**9.C. Supplemental Agreement Number 1 to Florida Department of Transportation (FDOT) Local Area Program Agreement for an FDOT Transportation Enhancement Grant for the South Lake Silver Complete Street Project.**

*Staff Contact: Sean Byers, Principal Planner, sbyers@mywinterhaven.com*

[Summary South Lake Silver LAP Agreement- Supplement 1](#)  
[South Lake Silver - Supplemental Agreement 1](#)  
[S Lk Silver Executed LAP 11-28-16](#)

**10. RESOLUTION(S)**

**11. ORDINANCE(S) - FIRST READING**

**12. NEW BUSINESS**

**13. CITY COMMISSIONERS/LIAISON REPORTS**

**13.A. Commissioner William Twyford - Service Line Warranties of America program**

*Staff Contact: Bethany Owen, Senior Executive Assistant, bowen@mywinterhaven.com*

**14. CITY ATTORNEY REPORT**

**14.A. Request for a closed session meeting in accordance with Section 286.011 (8) of the Florida Statutes regarding pending litigation involving the Polk Regional Water Cooperative et al vs. Peace River Manasota Regional Water Supply Authority et al Consolidated Case Number 18-3276**

*Staff Contact: Bethany Owen, Senior Executive Assistant, bowen@mywinterhaven.com*

**15. CITY MANAGER REPORT**

**16. ASSISTANT CITY MANAGER REPORT**

**17. CITY CLERK REPORT**

**17.A. Authorization for Travel and Training - Tampa Bay Area Regional Transit Authority (TBARTA) & Metropolitan Planning Organization (MPO) Chairs Coordinating Committee (CCC) Board Meeting**

*Staff Contact: Vanessa Castillo, MMC, City Clerk, vcastillo@mywinterhaven.com*

[Summary - TBARTA & MPO CCC Board Meeting \(BIRDSONG\).docx](#)  
[TBARTA & MPO CCC Board Meeting Agenda Packet](#)

**18. DEVELOPMENTS OF NOTE**

**19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA**

**20. ADJOURNMENT**

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.



# Proclamation

Celebration of the 105<sup>th</sup> Anniversary of the Woman’s Club of Winter Haven

WHEREAS, the Woman’s Club of Winter Haven was established in this city in 1913, is an active member of the General Federation of Women’s Clubs Inc. since 1914 and is dedicated to community improvement by enhancing the lives of others through volunteer service; and



WHEREAS, the club actively promotes benevolent, charitable and educational programs conducive to the well-being of the community; and



WHEREAS, the purpose of the club is to stimulate knowledge, foster healthy and productive relationships, provide service, support and nourishment to the needy, promote education to the city’s youth, and contribute financially to the organizations that advance the quality of life for our citizens by Living the Volunteer Spirit; and



WHEREAS, the Woman’s Club of Winter Haven celebrated its 105<sup>th</sup> anniversary in November 2018.



NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim November 8, 2018, as the

## “CELEBRATION OF THE 105<sup>th</sup> ANNIVERSARY OF THE WOMAN’S CLUB OF WINTER HAVEN”

in the City of Winter Haven and I salute the Woman’s Club of Winter Haven and wish further success to this treasured community organization which is the oldest civic organization in the City of Winter Haven.



IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 10<sup>th</sup> day of December 2018.

\_\_\_\_\_  
Bradley T. Dantzler, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Castillo, MMC, City Clerk

# Proclamation

WHEREAS, in 1942 Henry Elbert “Bert” Schulz and his father founded the Florida Molasses Corporation, that would later be named Florida Chemical Company, Inc.; and

✎

WHEREAS, Bert Schulz received worldwide credit for being a pioneer in the recovery of citrus oils for fragrance, cleaning and other applications. His contributions to the citrus industry have produced significant economic benefit to Winter Haven and the surrounding areas; and

✎

WHEREAS, Bert Schulz was inducted into the Florida Citrus Hall of Fame in 2007. Since 1962, this prestigious group has sought to honor those who have given unselfishly of their time and efforts to the Florida Citrus Industry; and

✎

WHEREAS, Bert created the limonene-terpene business for the citrus industry by developing citrus waste recovery systems, investing in the development of equipment and marketing the recovered products, Bert created an industry from citrus waste materials; and

✎

WHEREAS, Florida Chemical is a long-standing commercial company based in Winter Haven where the company has plans to invest \$12 million on its 30 acre-site at the Winter Haven Industrial Park; and

✎

WHEREAS, Bert Schulz was inducted into the Polk County Public Schools Hall of Fame in 2009; earned the Boy Scouts of America’s highest rank of Eagle Scout in 1935, founded Camp Wildwood for Girl Scouts of America in the early 1960’s; and was a member of the Sierra Club, Audubon Society, Winter Haven Rotary Club and various citrus industry organizations.

✎

NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim the naming of

## “BERT SCHULZ BOULEVARD”

a roadway formerly known as Winter Haven Boulevard, the main roadway in the Winter Haven Industrial Park, and I salute the professional and benevolent accomplishments of Mr. Schulz.

✎

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 10<sup>th</sup> day of December 2018.

\_\_\_\_\_  
Bradley T. Dantzler, Mayor

ATTEST:

\_\_\_\_\_  
Vanessa Castillo, MMC, City Clerk

# WINTER HAVEN

## *The Chain of Lakes City*

REGULAR CITY COMMISSION MEETING  
MINUTES  
MONDAY, NOVEMBER 26, 2018  
6:30 p.m.  
CITY HALL – JOHN FULLER AUDITORIUM  
451 THIRD STREET, NW  
WINTER HAVEN, FLORIDA 33881

1. **CALL TO ORDER** - Mayor Dantzler called the meeting to order at 6:30 p.m.
2. **INVOCATION** – Reverend David Averill, St. John’s United Methodist Church
3. **PLEDGE OF ALLEGIANCE** – City Clerk Vanessa Castillo, MMC
4. **PRESENTATION(S)**
  - A. **Alpha-1 Awareness Month Proclamation - Roberto Balderas, Roxanne Balderas, and Roger Hanes, Alpha 1 Foundation**

Mayor Dantzler presented a proclamation to Mrs. Balderas declaring November 2018 as “Alpha-1 Awareness Month” in the City of Winter Haven.

- B. **Ritz Theatre funding request - Sara Beth Reynolds, Polk County School Board and Dan Chesnicka, Theatre Winter Haven**

Mr. Chesnicka introduced Ms. Reynolds, Theatre Winter Haven Development Director and Grant Writer, and Marilyn Riggs, Theatre Winter Haven Board of Trustees President, and J.D. Hatton of the Ritz and reported Judge Charles Davis, receiver, was unable to attend. He gave background information on this item noting it had been tabled at the City Commission meeting on June 26, 2018. He also discussed the various needs for the Ritz Theatre such as sound, seating, programming and entertainment and the intent for the Ritz Theatre to be busy at least 80% of the time, serve the entire community, and help Downtown.

*(Commissioner Twyford entered the room at 6:37 p.m.)*

City Attorney Murphy reported the Ritz Theatre had a new funding/grant request application signed by Judge Davis as the receiver, which attached the court order entered on September 28, 2018 appointing Judge Davis as receiver, and discussed the documents each Commissioner had received that day that were at each Commissioners’ seat at the dais (*see attached*). The application noted that the Ritz building needed some work before any programming could be offered there and that there was still pending litigation, however there was no trial date of which he was aware scheduled yet. He also pointed out potential ramifications if the Commission voted in favor of the funding request tonight but noted that a material difference was the entry of an

Order appointing Judge Davis as receiver by Circuit Judge Catherine Combee on September 28, 2018.

Discussion ensued regarding the sound system, timetable, court order, etc.

Commissioner Twyford noted he had spoken with Judge Davis who explained the process and he was in favor of this item. Mayor Dantzler, Mayor Pro Tem Birdsong, and Commissioner Powell said they had also spoken to Judge Davis and concurred with Commissioner Twyford.

**Motion by Mayor Pro Tem Birdsong to accept the new funding/grant application, as written and submitted on November 26, 2018, for the Ritz Theatre.**

Mayor Dantzler requested comments from the audience. No one spoke for or against.

**Motion carried 4:0.**

5. **ROLL CALL** – City Clerk Vanessa Castillo, MMC

**Commissioners Present:** Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, and Commissioners Pete Chichetto (*arrived later during the meeting*), William Twyford and James “J.P.” Powell.

**Staff Present:** Assistant City Manager T. Michael Stavres; City Attorney John Murphy; City Clerk Vanessa Castillo; Public Safety Director Charlie Bird; Financial Services Director Cal Bowen; Growth Management Director Merle Bishop; and Parks, Recreation and Culture Director Travis Edwards.

6. **MINUTES**

A. **November 7, 2018 Agenda Review Session Meeting Minutes**

B. **November 13, 2018 Regular City Commission Meeting Minutes**

**Motion by Commissioner Powell to approve the minutes as presented.**

Mayor Dantzler stated anyone wishing to speak to the minutes could come to the podium and state their name and address for the record. No one spoke for or against.

**Motion carried 4:0.**

7. **COMMENTS FROM THE AUDIENCE**

Jessie Skubna, 118 3<sup>rd</sup> Street SW in Winter Haven, thanked the Commission for allowing for more cultural events in Winter Haven and that she hoped they would remove the [low canopy] trees [in Magnolia Park] and have the same consideration for their efforts and business as they did with others.

**8. ORDINANCE(S) – SECOND READING – PUBLIC HEARING**

- A. Ordinance O-18-70: Request by Paint Creek, LLC to establish the VillaMar Community Development District. General Location: The area covered by this request is generally located north and south of Cunningham Road, southwest of Lake Cunningham (aka Crystal Lake)**

City Attorney Murphy read Ordinance O-18-70 by title only and Assistant City Manager Stavres presented.

City Attorney Murphy noted Sara Green Warren, Attorney with Hopping Green & Sams, P.A. who represented the applicant and a court reporter were present in the audience and that he had received original affidavits of pre-filed testimony and proof of publication from the applicant which affidavits of pre-filed testimony were part of the staff report provided in the agenda to the Commission and that he would provide the originals to the City Clerk.

**Motion by Mayor Pro Tem Birdsong to approve Ordinance O-18-70 on second reading - public hearing.**

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Dantzler closed the Public Hearing and reopened the Regular Commission Meeting.

**Motion carried 4:0.**

- B. Budget Ordinance O-18-71 for FY 2018**

City Attorney Murphy read Ordinance O-18-71 by title only and Assistant City Manager Stavres presented.

**Motion by Commissioner Powell to approve Ordinance O-18-71 on second reading - public hearing.**

Mayor Dantzler closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this ordinance may come to the podium and state their name and address for the record. No one spoke for or against.

Mayor Dantzler closed the Public Hearing and reopened the Regular Commission Meeting.

**Motion carried 4:0.**

**9. CONSENT AGENDA**

- A. Florida Department of Transportation Temporary Road Closure Request for the 2018 Havendale Christmas Parade and the 2019 Dr. Martin Luther King, Jr. Parade**

- B. Summary - Hazard Mitigation Grant Program for Hurricane Irma**

- C. Agreement and Task Order with WSP USA, Inc. Regarding South Lake Lulu Aquifer Recharge Feasibility Study**
- D. Authorizing City Manager or his designee to execute grant agreement between the City of Winter Haven and the Florida Department of Economic Opportunity (DEO)**

**Motion by Mayor Pro Tem Birdsong to approve the Consent Agenda as presented.**

Mayor Dantzler stated anyone wishing to speak to the consent agenda could come to the podium and state their name and address for the record. No one spoke for or against.

**Motion carried 4:0.**

**10. RESOLUTION(S) – None**

**11. ORDINANCE(S) - FIRST READING - None**

**12. NEW BUSINESS**

- A. Request from Winter Haven Housing Authority for a Local Match Contribution toward a Florida Housing Financing Corporation Application**

Assistant City Manager Stavres presented this item as detailed in the agenda packet.

**Motion by Mayor Pro Tem Birdsong to approve the request from the Winter Haven Housing Authority for a local match contribution in the amount of \$354,000 toward a Florida Housing Financing Corporation Application.**

Mayor Dantzler requested comments from the audience.

James Hogan, 1706 Terry Circle NE in Winter Haven, expressed support for this item and said he was glad the Commission had the opportunity to have it presented to them.

Bud Strang, 1733 E. Lake Cannon Drive in Winter Haven and CEO of Six/Ten LLC, discussed his property in the area and questioned if the Winter Haven Housing Authority property was going on the tax roll or if it was exempt. He also expressed concerns with the overall impacts as a result of the development of this property with respect to tax increment revenues for the Florence Villa Community Redevelopment Agency (CRA) District. City Attorney Murphy said this property was part of a public agency and therefore Phase II, like Phase I, would likely be exempt from paying taxes.

Discussion ensued.

*(Commissioner Chichetto entered the room at 7:09 p.m.)*

Marcus Goodson, of Eagle Rock Consulting, LLC and consultant to the WHHA, discussed the application process in greater detail and the credits available in this cycle. He noted if this item were approved tonight, the WHHA application would be available in two categories of funding. If not, they would fall in a general application area like everyone else.



Discussion ensued regarding other affordable housing in the City, if payments were not required until 2020, other City projects, the application process and deadlines, the development being non-taxable, not enough time to review this agenda item and other uncertainties, no other affordable housing for seniors in the northeast part of the City, and the request was not too much to spend for senior citizens.

**Motion carried 3:2 with Commissioners Chichetto and Twyford voting no.**

### **13. CITY COMMISSIONERS/LIAISON REPORTS**

**Commissioner Twyford** reported the following: attended the Florida League of Cities Legislative Conference and related Legislative Policy Meetings; attended the *Attorney for Whom? Attorney/Client Privilege in Municipal Government* webinar; and clarified he was in favor of affordable housing, however, the City had no procedure or rule as to how to proceed with such items and advanced notice should have been given.

**Commissioner Chichetto** reported there would be a Planning Commission Meeting on December 4. He also asked if the City had done anything about the [low canopy of] trees in Magnolia Park [near South Central Park]. Assistant City Manager Stavres said he would discuss this with City Manager Herr.

**Commissioner Powell** said he hoped everyone had a great Thanksgiving.

**Mayor Pro Tem Birdsong** reported the following: attended a Polk Regional Water Cooperative (PRWC) Board Meeting and also a closed “shade” meeting; attended a Chamber [Networking Showcase] social at the newly renovated Cypresswood Golf & Country Club; and attended the induction ceremony of his brother, Otis Birdsong, into the [National Collegiate Basketball] Hall of Fame in Kansas City.

**Mayor Dantzler** reported the following: made a video with the City of Auburndale mayor to promote the Havendale Christmas Parade; attended the [5<sup>th</sup> Polk State College President] Inauguration of Dr. Angela Garcia Falconetti; attended the Main Street Winter Haven (MSWH) *Wine, Chocolate & Cheese* event; and gave a prayer in Central Park Downtown for a Heart for Winter Haven event. In reference to the WHHA item (12A) discussed this evening, he said he did not like voting for items last minute and in the future wanted more time and a different process. Lastly, he reminded everyone that ten volunteers were needed in the soup kitchen to help this Saturday at First Presbyterian Church.

**Commissioner Chichetto** added he participated in the *Great American Teach-In* with 6<sup>th</sup> graders at Jewett [Middle] Academy [Magnet] and thanked Assistant to the City Manager Donna Sheehan for putting packets together for this event.

**Commissioner Chichetto** asked if Mixed Use (MX) zoning could be looked at and inquired why the City did not allow food trucks as a permitted use in the MX zoning district rather than requiring a special use permit. He also noted that State Farm Insurance (on Cypress Gardens Boulevard) no longer had a cafeteria. Growth Management Director Bishop said State Farm Insurance was zoned Office Professional (OP – an old zoning code now phased out) then changed to MX zone (successor to old OP zone) to allow for mixed use. Discussion ensued.

**14. CITY ATTORNEY REPORT**

**A. Request for a closed session meeting in accordance with Section 286.011 (8) of the Florida Statutes regarding pending litigation involving the Polk Regional Water Cooperative et al vs. Peace River Manasota Regional Water Supply Authority et al Consolidated Case Number 18-3276**

City Attorney Murphy advised the City Commission that he desired advice concerning pending litigation involving the Polk Regional Water Cooperative, and the City of Winter Haven et. al. vs. the Peace River Manasota Regional Water Supply Authority et. al. under consolidated case number 18-3276 for the purpose of discussing settlement negotiations and/or strategy sessions related to litigation expenditures. As a result City Attorney Murphy requested that a closed session meeting of the City Commission be scheduled pursuant to the provisions of Section 286.011 (8) of the Florida Statutes for Wednesday December 5, 2018 to commence at 5:30 p.m. in conjunction with the City Commission's regular workshop/agenda review meeting scheduled for that night at 5:30 p.m. He noted that a court reporter would be in attendance to report and transcribe the session and that in attendance would be the Mayor Brad Dantzler, Mayor Pro Tem Nathaniel Birdsong, Commissioners Pete Chichetto, JP Powell and William Twyford along with T. Michael Stavres, Assistant City Manager, Frederick J. Murphy, Jr., City Attorney, and outside counsel, Ed de la Parte. He noted that an appropriate notice would be published regarding the meeting along with advising of the date and time of the City Commission Workshop/Agenda Review Meeting. He would work with the City Clerk to make sure that appropriate notice was done.

Discussion ensued.

**There was consensus of the Commission to change the time of the December 5, 2018, Workshop/Agenda Review Meeting to 5:30 p.m. in order to accommodate a closed session meeting for the pending litigation involving the Polk Regional Water Cooperative and the City of Winter Haven et. al. vs the Peace River Manasota Regional Water Supply Authority et. al. as referenced above.**

Commissioner Chichetto reported he would be unable to attend.

**B. Discussion of cancelling the second City Commission meeting in December**

City Attorney Murphy asked the Commission if they wished to cancel or reschedule the December 24, 2018, Regular City Commission Meeting since it fell on Christmas Eve.

Discussion ensued.

**There was consensus of the Commission to cancel the December 19, 2018, Agenda Review Session and December 24, 2018 Regular City Commission Meeting.**

**15. CITY MANAGER REPORT – None**

**16. ASSISTANT CITY MANAGER REPORT**

Assistant City Manager apologized to the Commission for the late WHHA [request for a local match contribution] agenda item due to having no Agenda Review Session to discuss and the Thanksgiving holiday break. He agreed to have a process in place moving forward and would work with the Growth Management Department and Financial Services Department to develop a Request for Application (RFA) procedure.

17. **CITY CLERK REPORT** - None
18. **DEVELOPMENTS OF NOTE** – None
19. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None
20. **ADJOURNMENT** – 7:58 p.m.

ATTEST:

**CITY OF WINTER HAVEN, FLORIDA**

\_\_\_\_\_  
Vanessa Castillo, MMC  
City Clerk

\_\_\_\_\_  
Bradley T. Dantzler  
Mayor



**City of Winter Haven**  
**Application for Donation/Grants**  
**Fiscal Year 2018/2019**

*WINTER HAVEN*  
*The Chain of Lakes City*

The City of Winter Haven is committed to enhancing quality while perfecting customer service, establishing Winter Haven as the preferred place to live, work, learn, play and raise a family.

Agency/Organization Name:

Location:  Telephone:

Mailing Address:

Director:  Title:  Phone:

Month and Year Agency/Organization Created:

Agency/Organization's Non-Profit Number as Registered with the Florida Secretary of State:  
  
 (provide a copy)

Agency/Organization's IRS Non-Profit Number:   
 (provide a copy)

What other agencies is your organization affiliated with?

Please indicate which of the following categories you believe your agency/organization's function would best fall within:

- |                                     |             |                          |                  |
|-------------------------------------|-------------|--------------------------|------------------|
| <input checked="" type="checkbox"/> | cultural    | <input type="checkbox"/> | environmental    |
| <input checked="" type="checkbox"/> | historical  | <input type="checkbox"/> | economic         |
| <input type="checkbox"/>            | educational | <input type="checkbox"/> | crime prevention |

Description of Agency/Organization Program

Time frame for which funding is to be used for program:

Start-up date:

Completion date:

Amount requested for this program from the City:

1. Agency/Organization description, mission statement, and local history. (15)

The Ritz Theatre's mission is to promote the arts, arts education and community outreach.

The Ritz Theatre is located in the beautiful Historic Downtown Winter Haven's Main Street District and provides an economic driver for the local businesses as well as an attraction for the City of Winter Haven and the Central Florida region.

Since it's opening in 1925, The Ritz Theatre has held over 7,000 shows and events for the community to enjoy. What was originally a Vaudeville Theatre used mainly for movies and performances is being turned into a multi-purpose facility to match the needs and demographics of the community. In September 2018, Judge Charles Davis was appointed as the Receiver of the Ritz Theatre. In this stage of revitalization; Judge Davis is joined by Jay Gray, a certified public accountant; Dan Chesnicka, Producing Director of Theatre Winter Haven; and Winter Haven attorneys Mark Turner and Doug Lockwood. Each of these men have stepped up to volunteer their service and expertise to get the Ritz Theatre back to being a cultural icon in Central Florida.

2. Who does your organization serve? If you have membership, please provide number. Please give an estimation of City residents involved in your organization. (10)

The Ritz Theatre is desgined to serve the entire Winter Haven Community, but also to be a cultural destination in Central Florida. The proposed schedule upon opening would include daily programming to serve a diverse population including Bingo Night, Dueiling Pianos, Tribute Shows, Family Movie Night, Karaoke, Gospel Brunch and more.

3. Specifically, how will donation/grant funds be utilized? (15)

All donations and grant funds will go to serve two purposes, the first being capital and the second programming. The capital needs to restore this facility are great and include a handful of big ticket items that have to be completed before the fire marshall will clear the building to open. Once the facility is cleared to open its doors to the public, all funding will go to support the programming slated to begin as early as January 2019. Programming will include Bingo Night, Dueiling Pianos, Tribute Shows, Family Movie Night, Karaoke, Gospel Brunch and more.



4. What will the donation/grant funds help your agency/organization accomplish? Please list the anticipated outcomes grant money will influence. (15)

This grant will provide funding to support the return of the building to usable condition and the programming slated to begin as early as January 2019. Programming will include Bingo Night, Dueiling Pianos, Tribute Shows, Family Movie Night, Karaoke, Gospel Brunch and more. The revitalization of this cultural icon will be an economic driver for downtown Winter Haven. Donations and grants allow us to keep ticket prices low so that every member of our community can afford to attend cultural and arts experiences. Based on Americans for the Arts most recent economic impact study, for each dollar spent on the arts, there is a corresponding \$7 incremental impact.

5. What other agencies/organizations fund your activities? (Express in \$'s and %'s) (5)

Historically, the Ritz Theatre has been supported by Visit Central Florida, the Department of State's Cultural Division, GiveWell Community Foundation, and the Florida Hospital Foundation. With the recent changeover implemented by the state, those funds are not available for this year. However, the Ritz Theatre is working diligently to get back into the grant cycle for the next fiscal year.

Since the appointment of the receiver in late September 2018; The Ritz Theatre 100, Inc. has already received over \$5,000 in private funds and has a \$10,000 matching commitment from Six/Ten LLC.

6. How will the community benefit from the use of public funds to assist your agency/organization? (Please describe the benefit to the community/public purpose) (15)

This funding will provide the residents of Winter Haven and the surrounding community the opportunity to participate in artistic and cultural opportunities right in the heart of our city. It will also provide an economic driver to local businesses located in the downtown Winter Haven area.

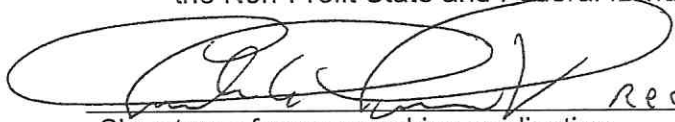
7. In what jurisdiction/location do you plan to use the grant money? (10)

The grant funds will be used in the Downtown Main Street District.

8. How do you plan to promote the opportunity affiliated with the grant money? (15)

All programming will be promoted in print, on the website, via social media and through partners such as the Greater Winter Haven Chamber of Commerce and Main Street Winter Haven.

9. Please attach a copy of the most recent adopted budget of your agency/organization; a copy of the agency/organization by-laws, a list of the agency Board Members and a copy of the Non-Profit State and Federal ID numbers.

  
Signature of person making application

11/26/2018  
Date

Charles A. Davis Jr  
Typed or printed name of person signing

Receiver  
Title

**Should you receive a City of Winter Haven grant, the following will be required:**

- Sponsorship statement and City logo on promotional pieces the grant money affects.
- Electronic photographs, when possible, of the grant investment in use.
- Follow-up report with a description of ways the funds were spent, grant impact such as the number of people served, an overview of how the public money affected the services of your organization, and copies of promotional materials.

Please contact the following with any questions regarding this application and its requirements.

Assistant to the City Manager Donna Sheehan

[dsheehan@mywinterhaven.com](mailto:dsheehan@mywinterhaven.com)

(863) 291-5600

FOR OFFICE USE ONLY

Agency Budget	Date received _____
Agency by-laws	Date received _____
Agency board member list	Date received _____
Electronic photographs	Date received _____
Follow-up report as listed above	Date received _____

Ritz Burget 2018-2019  
(Updated 11/26/2018)

Expenses			Income	
Mortgage	\$ 54,000.00		Tickets	\$ 260,000.00
Electric/Water	\$ 12,000.00		Grants	\$ 10,000.00
Insurance*	\$ 10,800.00		Donations	\$ 25,000.00
Telephone	\$ 1,932.00			
Fire Monitoring	\$ 2,400.00			
Security	\$ 912.00			
Certifications	\$ 400.00			
Postage/Office	\$ 140.00			
Programming	\$ 156,000.00			
Deferred Maintenance*	\$ 9,000.00			
Future Maintenance	\$ 40,000.00			
Total Expenses	\$ 287,584.00		Total Income	\$ 295,000.00
* Please note that the \$19,800 listed under Deferred Maintenance and the Insurance is the amount required to reopen the building to the public.				
			NET	\$ 7,416.00



Internal Revenue  
Service

Date: November 2, 2005

THE RITZ THEATRE 100  
INC  
PO BOX 844

WINTER, FL

WINTER, HAVEN FL  
33882-0844

Dear Sir or Madam:  
Department of the  
Treasury  
P. O. Box 2508  
Cincinnati, OH 45201

Person to Contact:  
Schaqujstia Bolton  
31-08028  
Customer Service  
Representative Toll Free  
Telephone Number:  
877-829-5500  
Federal Identification  
Number:  
31-1481807

This is in response to your request of November 2, 2005,  
regarding your organization's tax-exempt status.

In November 1996 we issued a determination letter that  
recognized your organization as exempt from federal income  
tax. Our records indicate that your organization is  
currently exempt under section 501 (c) (3) of the Internal  
Revenue Code.

Our records indicate that your organization is also  
classified as a public charity under sections 509(a)(1) and  
170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your  
organization are deductible under section 1700t the-Code,  
and that you are qualified to receive tax deductible  
bequests, devises, transfers or gifts under section 2055,  
2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone  
number shown in the heading of this letter.

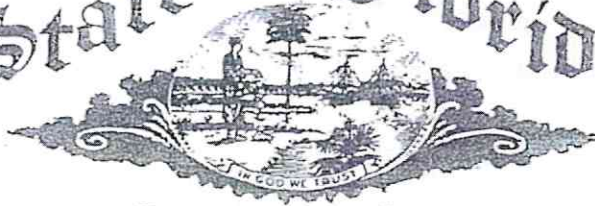
Sincerely,

*Janna K. Skufca*

Janna K. Skufca, Director,  
TEIGE

Customer Account Services

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE RITZ THEATRE 100, INC., a Florida corporation, filed on September 20, 1996, as shown by the records of this office.

The document number of this corporation is N96000004919.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Twenty-third day of September, 1996



CR2EO22 (2-95)

*Sandra B. Mortham*

Sandra B. Mortham  
Secretary of State



AMENDED BYLAWS OF  
THE RITZ THEATRE 100, INC.  
A FLORIDA NOT-FOR-PROFIT CORPORATION

ARTICLE I

Name

The name of the corporation shall be "THE RITZ THEATRE 100, INC", This is a not for-profit corporation organized solely for charitable, scientific, literary, and educational purposes pursuant to the Florida Corporations Not for Profit Law set forth in Section 617 of the Florida Statutes. This corporation shall not discriminate against any person or entity based on race, age, religion, gender, disability, or national origin.

ARTICLE II

Principal Office

The corporate address is: 263 West Central Avenue - Post Office Box 844, Winter Haven, Florida 33880.

ARTICLE III

Purpose

The specific and primary purpose for which this Corporation is formed is as follows:

1. To operate exclusively for charitable, scientific, literary, and educational purposes within the meaning of Section 501 ( C ) ( 3 ) of the Internal Revenue Code of 1954 or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provisions of these Bylaws, this Corporation shall not carry on any other activities not permitted to be carried on by an organization exempt from Federal Income Tax under said Section 501 ( C ) ( 3 ) or the corresponding provision of any future United States Internal Revenue Law.
- 2 To acquire, preserve, renovate, operate, and maintain on a not for profit basis the historic real property and improvements thereon known as the Ritz Theatre for educational, cultural, and community activities.
3. To conduct programs, meetings, events, and activities; raise funds; request and receive grants, gifts, and bequests of money and property; acquire, receive, hold, invest and administer,

in its own name, securities, funds, objects of value, or other property, real or personal; and make expenditures to or for the direct or indirect benefit of the Ritz Theatre.

4. To receive and hold by gift, bequest or purchase any real or personal property and to manage, invest and reinvest the same and to use and dispose of the same for scientific, educational, or charitable purposes, all for the advancement of the Ritz Theatre and its objectives and the encouragement and continuation of its trust for any of said purposes, funds and property of all kinds subject only to any limitations or conditions imposed by law or to convey —or otherwise dispose of any such property and to invest and reinvest the same or any proceeds thereof and to deal with and expend the principal and income for any of said purposes; to act as trustee; and, in general, to exercise any, all, and every power, including trust powers, which a corporation not for profit organized under the laws of the State of Florida for the foregoing purposes can be authorized to exercise.

5. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation and the corporation shall not participate in or intervene in (including the publishing or distribution of statements of) any political campaign on behalf of any candidate for public office.

6. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on by (a) Corporation exempt from Federal tax under 501 ( C ) ( 3 ) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law) or (b) a Corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Law.

#### ARTICLE IV Board of Directors

Section 1 . The general management of the affairs of the Corporation shall be vested in the Board of Directors. The Board of Directors will hire and the President will direct an Executive Director to run the day to day operations of the facility.

##### Section 2. Number of Directors.

The number of -Directors shall be not less than three (3) or more than eleven (11), which numbers may be changed from time to time by an amendment of these Bylaws in the manner herein provided.

##### Section 3. Election of Directors.



Candidates shall be nominated in writing by a current Director. The Directors shall be elected by the Board of Directors of the Corporation at the annual meeting by a majority vote of the Directors at such meeting, as provided in of Article V, Section 4 herein.

e Section 4. Term of Office.

The Directors shall be divided into two classes: Class One and Class Two. A Three Year Term of office of the Class One Directors shall expire at the annual meeting. The term of office of the Class Two Directors shall expire five years at the annual meeting. At each succeeding annual election, the annual Directors elected shall be chosen for a full term, to succeed the ones whose terms expire.

Section 5. Duties and Powers of Directors.

The Board of Directors shall have the authority to:

- A. Hold meetings at times and places as may be deemed proper and necessary.
- B. Admit, suspend, or expel members of the Board of Directors,
- C. Appoint committees on particular subjects from members of the board,
- D. Audit bills and disburse the funds of the organization,
- E. Carry on correspondence and communicate with other associations with the same interests,
- F. Employ agents,
- G. Devise and carry into execution such other measures as it deems proper and expedient to promote the purposes of the Corporation,
- H. Remove any or all of the officers of the Corporation without due cause prior to the termination date of such office,
- CI. Elect to the substitute termination directors date of in such the officeevent any director resigns or is removed from office prior
  - J. Terminate the contract of any firm, individual or other entity employed by the organization to perform any and all nature of services to the Corporation,
  - K. Employ, retain, or terminate any employee of the Corporation, and
  - L. Establish rules and regulations governing the members of the boards use of the facilities of the corporation

Section 6. Honorary Directors

The Board of Directors, at any duly called meeting, may elect Honorary Directors of the organization by a majority vote of the Directors, after a quorum is present. Such Honorary Directors shall be exempt from voting rights.

Section 7. Qualifications for Board Appointment.

Prior to being considered for nomination as a Director, the applicant must first complete two years of service to the organization in a volunteer capacity with a minimum of 1,000 volunteer hours and an annual commitment of \$5,000 to the organization either in cash, fundraising, or auditable in-kind donations.

ARTICLE V  
Meetings of the Board of Directors

Section 1. Regular Meetings

Section 2. Annual Meetings.

The annual meeting of the Board of Directors shall be held annually, in or around November at the principal office of the Corporation or at such other place or places as may be determined by the President.

Section 3. Special Meetings.

Special meetings of the Board of Directors may be called by the President, the Executive Director, or by any two members of the Board of Directors, for any specific purpose. Written notice shall be given stating the purpose of such meeting and shall be either hand delivered to each member of the Board of Directors, mailed, or electronically mailed to the last known address of such Director at least five (5) business days prior to the meeting date.

Section 4. Quorum, Voting.

Twenty-five percent (25%) of the Board of Directors shall constitute a quorum for the transaction of business. The affirmative vote of the majority of the Directors present shall be considered the act of the Board of Directors at any annual, special, or regular meeting.

Section 5. Absence.

Should any member of the Board of Directors be absent for three (3) consecutive meetings of the Board without notifying the Executive Director, President or Secretary of his or her reason for doing so, or if his or her excuse should not be accepted by the members of

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the Board, his or her seat on the Board may be declared vacant and the Board may, as provided under Section 7 below, vote to select a substitute Director to serve the remainder of his or her term. Attendance at meetings may be in person, phone, video conference, or by proxy.

Section 6. Resignation

Any Director may resign at any time by giving written notice of such resignation to the Executive Director or President of the Board of Directors.

Section 7. Removal, Termination of Office.

Any one or more of the Directors may be removed with cause at any time by the Board of Directors in the same manner set forth for voting on any issue hereinabove.

Section 8. Delegation of Authority.

The Board of Directors may delegate authority to an Executive Director to conduct the day to day business of the organization in accordance with the policies prescribed by the Board of Directors.

Section -9. Voting of Directors.

Each member of the Board of Directors shall be entitled to one vote only at any meeting on any issue or matter of business subject to a vote.

Section -10. Order of Business.

The order of business at any regular, annual or special meeting shall be determined and approved by the members of the Executive Committee. The Executive Committee shall be made up of the President, Vice President, Secretary, and Treasurer.

Section -11. Inspectors of Election.

The Directors present at any meeting of the Board of Directors may elect or appoint three (3) persons to act as inspectors of election, for the purpose of tabulating and counting the ballots in the election for officers or in the voting on any other issue before such meeting.

Section -12. Compensation of Directors.

Directors shall receive no compensation for their services,

Section -13. Liability.



The directors of the Corporation shall not be personally liable for its debts, liabilities or other obligations.

ARTICLE VI  
Officers

Section 1. Number.

The Officers of the corporation shall be the President, Vice President, Secretary and Treasurer and such other officers with such powers and duties not inconsistent with these ylaws as may be appointed and determined by the Board of Directors from time to time.

Section 2. Term of Office.

Officers shall be elected by the Board of Directors by ballot at the annual meeting of the Board of Directors. Officers shall serve consecutive years, elected annually for one year.

Section 3. Installation Commencement of Duties.

The Officers elected at the annual meeting of the Board of Directors shall be installed and take office on the day immediately following the date of the annual meeting simultaneously with the installation of the Board of Directors.

Section 4. Election.

The Officers of the Corporation shall be elected annually by the Board of Directors in the following manner:

- A. the President shall appoint at least two (2) directors at the regular board meeting in December to serve as a Nominating Committee to select the Officers of the Corporation to be elected at the annual meeting.
- B. The duty of the Nominating Committee shall be to select such persons believed to be best qualified for each office and to submit such names to the Board at least one week prior to the annual meeting of the Board.

Section 5. Consent to Election.

Only those persons who have signified their consent to serve if elected shall be nominated for or elected to such office.

Section 6. Vacancies in Office.

---

Should the office of the President become vacant by reason of termination or resignation during the term of office, the Vice President shall succeed to the office for the unexpired term. Vacancies in all other elected offices shall be filled for the unexpired term by the Board of Directors.

Section 7. Duties of Officers.

A. President.

It shall be the duty of the President as the chief executive officer to preside at all meetings of the Board of Directors, and any Executive Committee. He or she shall have the power to appoint the Chairpersons of all committees subject to the approval of the Executive Committee. He or she shall call all regular and special meetings when deemed necessary and when called for. He or she shall have the power to sign all contracts and any other obligations on behalf of the corporation approved by the Board of Directors. He or she shall be ex-officio member of all committees. He or she, along with the Treasurer or any other officer, shall be authorized to sign checks on the corporation's bank account. In addition, he or she shall have and perform such other duties as may be deemed to him or her by the Board of Directors. He or she shall supervise, hire and fire employees for purpose of carrying out the Mission of The Ritz Theatre.

B. Vice President

The Vice President shall act for the President in his or her absence. He or she shall be empowered to sign checks on the Corporation's bank account along with any other officer. He or she shall serve on all committees in the absence of the President or in the event of the President's inability to serve.

C. Secretary

The Secretary shall take and keep the minutes of all meetings of the Board of Directors and any Executive Committee, or a designated person in his or her absence. He or she shall furnish a copy of the minutes to the President immediately after each meeting and shall be custodian of all records and papers of the organization except those that pertain to a special committee. He or she shall receive and file all written reports and shall handle promptly all necessary correspondence of the corporation as directed by the President, He or she shall submit copies of official communications for the President's file. The Secretary shall direct the Executive Director to order and maintain for the organization supplies, stationery, etc. as may be required from time to time. He or she shall direct the Executive Director to mail out notices for any regular, annual or special meetings of the Corporation.

D. Treasurer



The Treasurer shall receive and review all deposited funds in the name of the Corporation in a bank approved by the Board of Directors. He or she may sign checks for the disbursement of funds with the appropriate counter-signature. Current financial records shall be kept at all times and reports on the financial status of the corporation shall be submitted at all meetings of the Board of Directors, with copies to be provided for the President's file. The books of the corporation shall be delivered to his or her successor, in good order, immediately following the termination of the office and the election of a new Treasurer.

#### E. Reports of Officers

All Officers shall perform the duties as outlined herein and those assigned to them by the President from time to time and deliver to their successor all official material not later than ten (10) days following the election and installation of their successors.

#### F. Compensation

The officers of the Corporation shall receive no compensation for their services.

### ARTICLE VII

#### Bylaw or Charter Amendment

The Bylaws or the Articles of Incorporation of this corporation may be amended, repealed or altered in whole or in part by a 75% vote of the Directors at any duly organized meeting of the Corporation which a quorum shall be present. Notice of the proposed change(s) shall be distributed to each Director at his or her last known email or physical address at least ten (10) business days prior to the time and date of the meeting.

Only those Directors in attendance as provided under Article V, Section 5 above, may cast their vote on the action before the meeting. Upon approval and ratification of such amendment(s) to the Bylaws or Articles of the corporation by the Directors as set forth above, the Bylaws Committee shall thereupon proceed to prepare such amendments and see to the filing of any document with the proper governmental authority. Copies of such revised and amended Bylaws or Articles shall be available in the principal office location.

### ARTICLE VIII

#### Parliamentary Authority

The Rules contained in Roberts Rules of Order as revised shall govern the Board of Directors, Officers, Chairpersons of any Committees, in all cases to which they are applicable, provided, however, that they do not conflict with the Bylaws of the corporation, or with any laws in effect for the State of Florida.

ARTICLE IX  
Fiscal Year

The Fiscal year of the corporation shall commence on the 1<sup>st</sup> day of January, and terminate on the 31 day of December.

ARTICLE X  
Seal

The corporation shall have a seal of such design as may be approved by the Board of Directors.

ARTICLE XI  
Distribution of Assets

Upon dissolution, liquidation and winding up of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the corporation exclusively for the purpose of the Corporation in such manner, and to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes, as shall at the time qualify as an exempt organization under Section 501 (C) (3) of the Internal Revenue Code of 1954, as amended. Any assets not so disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations as such Court shall determine.

ARTICLE XII  
Contracts, Checks, Deposits

Section 1. Contracts.

The Board of Directors may authorize any Officer or employee of the corporation to enter into any contract or to execute and deliver any instrument or document on behalf of the Corporation, which authority may be general or specific.

Section 2. Deposits.

All funds received by the Corporation shall be deposited to the credit of the Corporation in such banks or other depositories as may be approved and authorized by the Board of Directors.

Section 3. Checks.

All checks, drafts, or any authorization for the payment of any notes, sums of money, or other evidence of debt issued in the name of the Corporation shall be signed by such Officers or agents as shall from time to time be designated and determined by the Board of Directors.

ARTICLE XIII  
Records

The Corporation shall maintain correct and proper books and records and shall keep minutes of all the meetings of the members and Board of Directors, at the office of the Secretary at the Drincipal office or designated safety deposit box. All such records may be inspected by any Director, or Officer of the Corporation, at any reasonable time, by wi'tten request to the principal office.

Original Articles Adopted-September 19, 1996.  
Amended 2011, 2016

Seal



The Ritz Theatre100 Inc. is a not for profit 501(c) 3 corporation established in 1996. In early September, 2018, the consultant that provided administrative and executive services for the corporation terminated her contract. As of September 30, 2018, there were three remaining Directors for the corporation, the others having resigned prior thereto.

On September 28, 2018, the Honorable Catherine L. Combee, Circuit Judge for the Tenth Circuit Court of Florida, entered an Order Appointing Receiver by which the court assumed control of the corporation. The order appointed Charles A. Davis, Jr. as the receiver, and empowered the receiver to “exercise all of the powers of the Ritz in place of its Board of Directors and Officers;...” Additionally, included in the instructions to the receiver, the court directed him to recommend a procedure to elect new member of the Board of Directors.

With the entry of this order, the members of the prior Board of Directors were relieved of authority to perform any act on behalf of the corporation and the sole party with authority perform acts on behalf of the corporation is the court appointed receiver.

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

Case No.: 2018-CA-000797

Section: 07

OFFICE OF THE ATTORNEY GENERAL, STATE  
OF FLORIDA DEPARTMENT OF LEGAL  
AFFAIRS,

Plaintiff,

THE RITZ THEATRE 100, INC., a Florida  
Not-For-Profit Corporation, and STELLA  
C. HEATH, an individual,

Defendants.

\_\_\_\_\_ /

ORDER APPOINTING RECEIVER

THIS CAUSE came before this Court on September 24, 2018, pursuant to the Motion of Plaintiff, Office of the Attorney General, State of Florida Department of Legal Affairs, ("OAG") to Appoint Receiver of the Ritz and for Temporary Injunctive Relief to Preserve the Assets of the Ritz (Motion) filed on March 13, 2018 and properly noticed for hearing. Appearing before the Court were Blaine Winship, Esquire, for Plaintiff, Scott Jackman, Esquire, for Defendant The Ritz Theatre 100, Inc., and David Henry, Esquire, for Defendant, Stella C. Heath ("Heath"). The Court having considered the court file, pleadings, Motion, Plaintiff's, The Ritz Theatre 100, Inc., Notice of Recommendation for Appointment of Receiver filed, September 14, 2014, Plaintiff's Notice of Filing Required Information about Proposed Nominees for the Position of Receiver of The Ritz Theatre 100, Inc. filed September 13, 2018; Defendant Stella Heath's Objections to the Revised Proposed Order to Appoint Receiver and Request for Oral Argument filed on September 27, 2018; Plaintiff's Response to Defendants' Objections to Proposed Order Appointing Receiver filed on September 28, 2018; applicable statutory and case law, stipulation by the parties, and being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

1 . The Honorable Charles A. Davis, Jr., be and is hereby appointed Receiver of The Ritz Theater 100, Inc., a Florida Not-For-Profit Corporation ("Ritz"), which is the subject of this action

as described in Plaintiff's Complaint. The receivership shall terminate upon further order of the Court with the Court specifically reserving jurisdiction as to this matter. The Receiver has agreed to serve pro bono.

2. Within ten (10) business days of the date of this Order, the Receiver shall file with this Court an Oath of Receiver accepting the appointment and agreeing to discharge his duties faithfully, and to comply with any subsequent directives by this Court and with applicable law.

3. The bond for this case is hereby fixed in the amount of \$50,000.00, the cost of which shall be equally shared between the Ritz and the Office of the Attorney General. The Bond shall be provided by a corporate surety, in the usual form, guaranteeing performance by the Receiver of the duties and obligations of his office of receivership. The bond is to provide coverage to the parties for loss due to acts of all agents, servants, or employees of the Receiver, and is to be submitted to the Clerk of this Court for approval within twenty (20) days of the date of this Order.

4. Pursuant to Florida Statute S 617.1432 (2018), the Receiver is hereby granted authority to and shall:

- a. exercise all of the powers of the Ritz in place of its Board of Directors and Officers;
- b. exercise all other powers and rights necessary to manage, protect, and preserve the Ritz and the Ritz Property during pendency of this action;
- c. take control of the Ritz and acquire possession of all assets, accounts, and property of the Ritz; including but not limited to the following: the Ritz Theatre, located at 263-267 West Central Avenue, Winter Haven, Florida 33880, ("Ritz Theatre"), and all content therein; all documentation including financial records, all monies and income sources, all agreements of all types, all physical items, all licenses and other authorizations, all insurance policies, credits, asserted and non-asserted claims, and pending court actions and appeals, including such in the possession of other individuals or entities for the Ritz, or otherwise (collectively "Ritz Property").
- d. file an inventory within thirty (30) days of this order; e. collect all receipts, revenues, deposits, receivables, notes and other funds generated by or from, or due to the Ritz depositing said sums with a federally chartered financial institution.



f. have the exclusive right to pursue, collect, and control all monies belonging to or otherwise generated by the Ritz, and shall have the exclusive right to make payments and disbursements from the Ritz's bank accounts for rents, accounts payable, expenses, costs of merchandise or equipment, payroll, and such other costs as the Receiver deems proper.

g. maintain appropriate insurance for the Ritz, including but not limited to the premises of the Ritz Theatre. The Receiver may obtain his own liability insurance, which the Ritz will pay.

h. disburse regularly and punctually all amounts hereafter due and payable as reasonable, necessary, and proper operating expenses of the Ritz, including costs of the Receivership, subject to the terms of this Order; i. use his best reasonable efforts to generate, manage, preserve, protect, and maintain income from the Ritz Theatre, whether from grants and other public funding, from programs and events taking place at the Ritz Theatre;

j. use his best reasonable efforts to apply for and secure public or private grant funding in furtherance of the maintenance and operation of the Ritz and the Ritz Property;

k. negotiate and execute contracts for rentals for programs and events at the Ritz; l. undertake any legal requirements necessary to qualify to solicit charitable contributions, and pursuant to such authorization shall solicit charitable contributions for the Ritz or the Ritz Theatre or both.

m. enter into any and all service contracts reasonably necessary to keep, maintain, renovate, repair, and protect the Ritz Theatre.

n. be authorized to endorse or sign all checks and drafts on behalf of the Ritz.

o. promptly ensure that the U.S. Postmaster hold or reroute all mail in connection with the business of the Ritz, Ritz Theatre, and the Ritz Property to the appropriate mailing address to be provided within ten (10) days of this order and is authorized to open all mail directed to those entities.

p. have access to any and all user identification, user names, passwords, codes, all URLs necessary to access account information and any other security measures put in place by the Ritz.

q. promptly give notice of his appointment as Receiver to all known officers, directors, agents, employees, creditors, and debtors of the Ritz and the U.S. Postmaster

General.

r. ensure or reestablish membership of the Ritz is in accordance with the Articles of Incorporation of The Ritz Theatre 100, Inc., and shall report this to the Court along with his recommendation for a procedure by which the membership is to elect a new Board of Directors.

s. prepare a full and complete report, certified to be correct by the Receiver, setting forth all receipts and disbursements, cash flow, and activities of the Ritz within sixty (60) days of this order and on the last day of each month thereafter. Copies of the report will be provided to the parties and the Court by email.

5. The Ritz Theatre 100, Inc., including all its present and former board members, directors, partners, personnel, and other agents shall cooperate fully with the Receiver.

6. All persons or entities shall surrender any and all Ritz Property, to the Receiver.

7. All financial institutions and other persons or entities which have custody or control of any assets or funds held on the behalf of the Ritz, Ritz Property or the Ritz Theatre, upon notice of this Order, shall:

(a) Not liquidate, sell, convey, or otherwise transfer any assets, securities, funds, annuities, or accounts in the name of or for the benefit of the Ritz, except upon instructions from the Receiver;

(b) Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

(c) Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

(d) Amounts on deposit in all accounts of the Ritz shall be transferred to the Receiver without further Order of this Court. All safety deposit boxes of the Ritz shall be transferred to the Receiver without further Order of this Court.

8. The Receiver is authorized to obtain the services of outside professionals as follows: the pro bono legal services of Mark G. Turner, Esquire, and Douglas A. Lockwood, III, Esquire; the pro bono operational, programming, and marketing support services of Daniel J.

Chesnicka, Producing Director for the Theatre Winter Haven; the pro bono public accounting services of John H. Gray, Jr., C.P.A.; and any other professional services as may be reasonable and necessary.

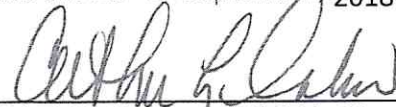
9. The Receiver is hereby authorized to obtain Receiver's Certificates as is reasonably required or necessary to carry out and fulfill the Receiver's duties and obligations herein.

10. The Ritz shall indemnify and hold harmless the Receiver from any claims made by any third party, which claims arise out of the operation of this receivership, except in the case where Receiver has acted outside the scope of the receivership authority, or has committed fraud or intentionally misrepresented Receiver's ministerial authority as Receiver, or has acted negligently. In the event a suit is filed against Receiver over an issue arising out of this action, except as conditioned above, it shall be incumbent upon the Ritz to reimburse Receiver for the fees and costs of defending such action, including any appeals thereof to final resolution and award of judgment.

11. Upon election of the new Board of Directors, the Receiver shall report to the Court the remaining tasks to be performed by the Receiver and a plan for termination of the Receivership. The Receivership shall continue in place until further Order of the Court.

12. The Court reserves jurisdiction to alter the duties and responsibilities of the Receiver. The Receiver may, at any time upon prior notice to all parties to this action, apply to this Court for further instructions or additional powers, whenever such further instructions or additional powers shall be deemed necessary by him to enable him to perform properly and legally the duties of the office of Receiver and to maintain, operate, preserve, and protect the Ritz, Ritz Theatre, and the Ritz Property.

Done this 28<sup>th</sup> of September, 2018.



DONE AND ORDERED in Polk County, Florida CATHERINE L. COMBEE, Circuit Judge this 28<sup>th</sup> of Septemb

Copies:

Honorable Charles A. Davis, Jr. [cadavisjr@yahoo.com](mailto:cadavisjr@yahoo.com)

Blaine H. Winship, Esquire, [Blaine.Winship@myfloridalegal.com](mailto:Blaine.Winship@myfloridalegal.com)

Stephanie A. Daniel, Esquire, [Stephanie.Daniel@myfloridalegal.com](mailto:Stephanie.Daniel@myfloridalegal.com)

Charles J.F. Schreiber, Jr., Esquire, [Charles.Schreiber@myfloridalegal.com](mailto:Charles.Schreiber@myfloridalegal.com)

Scott Jackman, Esquire, [Scott.Jackman@csklegal.com](mailto:Scott.Jackman@csklegal.com)

Krysta L. Matheis, Esquire, [Krysta.Matheis@csklegal.com](mailto:Krysta.Matheis@csklegal.com)  
David Henry, Esquire, [dwhenry@mdwgcg.com](mailto:dwhenry@mdwgcg.com)

**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
December 10, 2018**

---

**DATE:** November 19, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director

**FROM:** Eric Labbe, Planning Manager

**SUBJECT:** **Ordinance Number O-18-52:** Request by Ashton Land Development, LLC to amend the 2025 Future Land Use on a portion of two (2) vacant parcels from Residential Low Density to Commercial and Conservation; Commercial to Residential Low Density and Conservation; and Conservation to Residential Low Density and Commercial. **General Location:** Portions of two (2) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 60.04± acres; and

**Ordinance Number O-18-53:** Request by Ashton Land Development, LLC to amend Planned Unit Development Ordinance O-16-20 and O-17-20. **General Location:** Four (4) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 351.27± acres.

---

**BACKGROUND:**

Ashton Land Development, LLC, petitioner, requests the City amend the Future Land Use on a portion of two parcels. The amendment impacts approximately 60.04± acres, reducing both residential and commercial acreage and increasing conservation acreage as described in the table below.

<b>Future Land Use</b>	<b>Existing Acreage</b>	<b>Proposed Acreage</b>
Residential	214.02±	178.59±
Commercial	35.90±	28.51±
Conservation	101.35±	144.17±
Total	351.27±	351.27±

The total proposed Commercial Future Land Use area will be reduced from 35.9 acres to 28.7 acres and will consolidate three (3) existing Commercial pods along Thompson Nursery Road to two (2), one at the western end of the property and one at the eastern end. Additionally, 15.03 acres of the total Commercial acreage is designated within the proposed PUD to accommodate a previously approved Assisted Living Facility (ALF).

Based on 13.48 acres of Commercial Future Land Use (not including the previously approved ALF), a maximum of 146,797 (13.48 x 43,560 x 0.25) square feet of commercial space could be developed. This represents a reduction from the previously approved land use plan of 41,401 square feet of potential commercial space.



Based upon 178.59 acres of Residential Low Density Future Land Use designation, approximately 1,786 units (maximum of 10 units/acre) could be developed upon the property. However, the associated PUD zoning will limit the development to a maximum of 1,100 units, as was approved in the previous PUD zoning district applied to this property.

The petitioner has indicated a mix of multi-family and single-family units will be developed as identified on the PUD plan. However, the exact unit count for each housing type and mix of uses has not yet been identified. Without knowing the exact mix of single-family and multi-family units, or mix of non-residential uses, it is difficult to determine maximum potential impacts to utilities, schools, the transportation network, or other City services. However, it should be noted the maximum unit count is remaining the same as the previously approved PUD, the Commercial acreage is being reduced, and a previously approved 500-bed ALF will be incorporated into this PUD with no changes to the approved conditions. Therefore, potential impacts to City services are expected to decrease when compared to the previously approved land use and PUD zoning.

The applicant previously indicated the proposed residential and commercial development would likely utilize approximately 286,425 gallons per day of water and 229,140 gallons per day of wastewater. The reduction of Commercial acreage is expected to reduce water and wastewater demand. Based upon the applicant's previous analysis, the City currently has sufficient potable water and wastewater treatment capacity to serve the subject property. The most directly impacted roadway is Thompson Nursery Road. Thompson Nursery Road is a 2-lane, County maintained roadway. There is currently sufficient capacity upon Thompson Nursery Road to accommodate approximately two-thirds of this development. The developer must demonstrate adequate capacity exists at the time of site development permitting and concurrency review. Similarly, impacts to area schools will be evaluated during site development permitting and sufficient capacity must be determined by the Polk County School Board at that time.

Additional impacts upon police, fire, and EMS services are expected, but will be somewhat offset by impact fee charges. This development is less than one mile from a Polk County Sheriff's Office substation located in Lake Wales and approximately two miles from the City's future Fire Station site at Eloise Loop Road and West Lake Ruby Drive.

The Single-Family and Multi-Family areas are proposed to adhere to the R-3 zoning district standards with respect to unit size, lot area, lot width, lot depth, and setbacks. The proposed maximum height for Multi-Family uses shall be 4 stories. The proposed Commercial pods shall meet the C-2 zoning district standards for uses, impervious surface area, building heights and setbacks. The floor area ratio is limited to 0.25 by the Commercial Future Land Use. Additionally, convenience stores with or without gas pumps shall be prohibited. The areas designated as wetland or Conservation on the PUD plan will be preserved. The only development permitted in these areas would be a pedestrian trail as a possible amenity to allow for enjoyment and observation of wildlife and natural areas.

As these requests contained a Future Land Use amendment in excess of 10 acres, the Future Land Use amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and other state and local agencies on August 27, 2018, for review. Following this review, DEO issued no comments or objections to the request.

#### **SURROUNDING USES:**

The subject property consists of woodlands and wetlands. Surrounding uses include Carlton Arms Apartments and Lake Bess Country Club to the north, US Highway 27 and a mix of retail uses to the east, vacant woodlands and pasture land to the south, and vacant land, a manufactured home community, and the planned Lake Ashton Single-Family residential development to the west and southwest.

**COMPREHENSIVE PLAN:**

The subject area is currently designated as a combination of Commercial, Residential Low Density, and Conservation. The requested Future Land Use amendment is consistent with the City's Comprehensive Plan.

**NOTIFICATION:**

All public notification requirements for these requests were met.

**FINANCIAL IMPACT:**

As with any new development within the City limits, there will be increased City services required. These impacts will be mitigated by the imposition of impact fees, utility revenues, and increased ad valorem tax revenue.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission, at its August 7, 2018 regular meeting, unanimously voted to recommend approval of these requests.

There were two members of the public who spoke at the meeting. One indicated he represented the Lake Bess Country Club and wanted to assure the buffer to their golf amenities was still required. The other indicated he did not object to the development, but he was the owner of a bird sanctuary nearby and wanted people to be aware of the potential noise.

**CONCLUSION:**

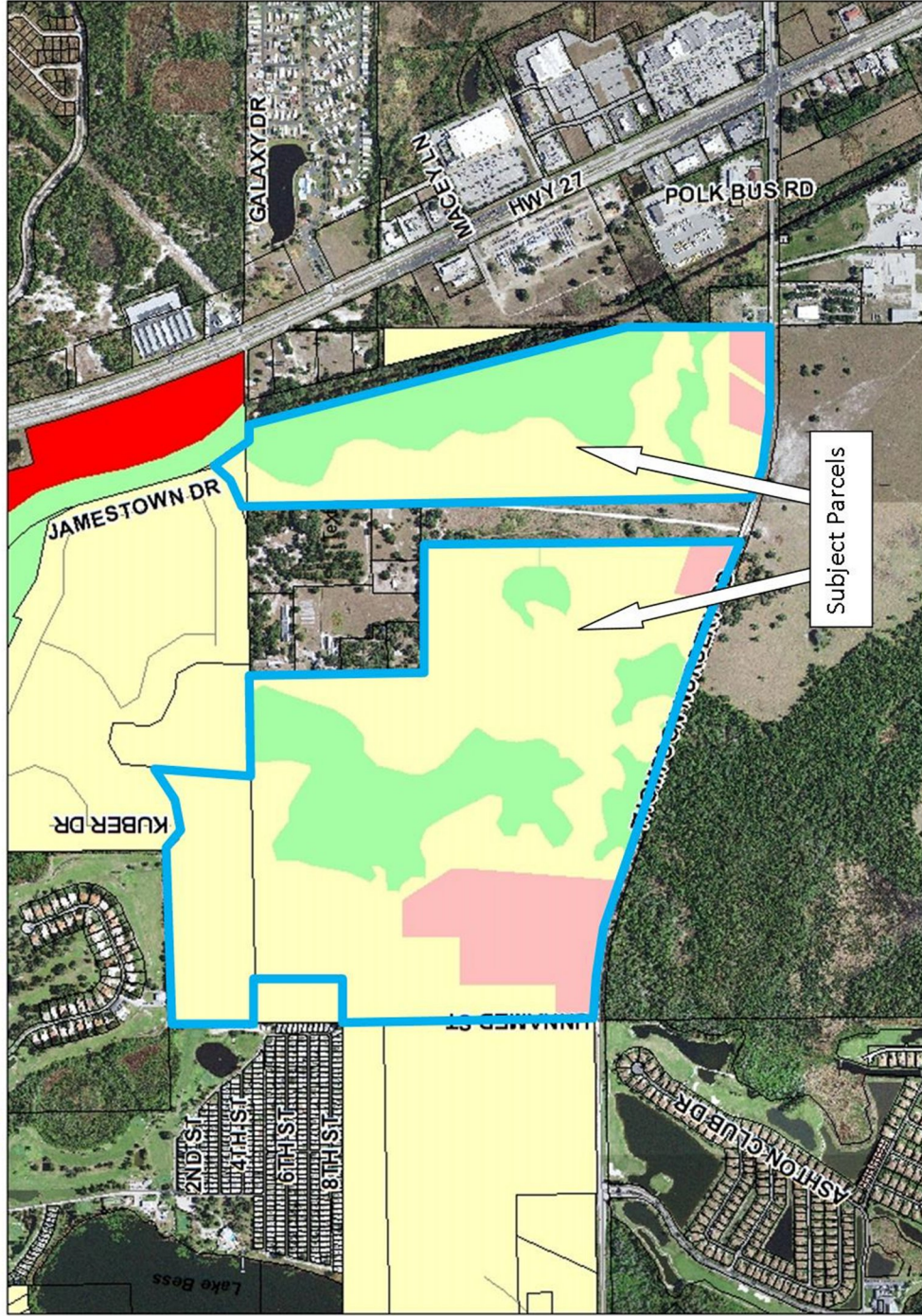
The petitioner's request for a large scale land use amendment and Planned Unit Development amendment is consistent and compatible with existing and approved development in this area of the City. The proposed PUD creates a vibrant mix of uses and unit types at compatible densities and intensities as have already been developed in the area, and incorporates a previously approved 500-bed ALF. The proposed Commercial pods are located adjacent to the two (2) project entrances onto Thompson Nursery Road and provide an opportunity to capture vehicle trips internally, mitigating potential impact to the roadway network. Capacity currently exists within the City's potable water and wastewater treatment facilities. All impacts upon the transportation network, schools and utilities must be evaluated during the concurrency review process at site plan review. If capacity does not exist, then the development cannot proceed unless and until the impacts are mitigated.

**RECOMMENDATION:**

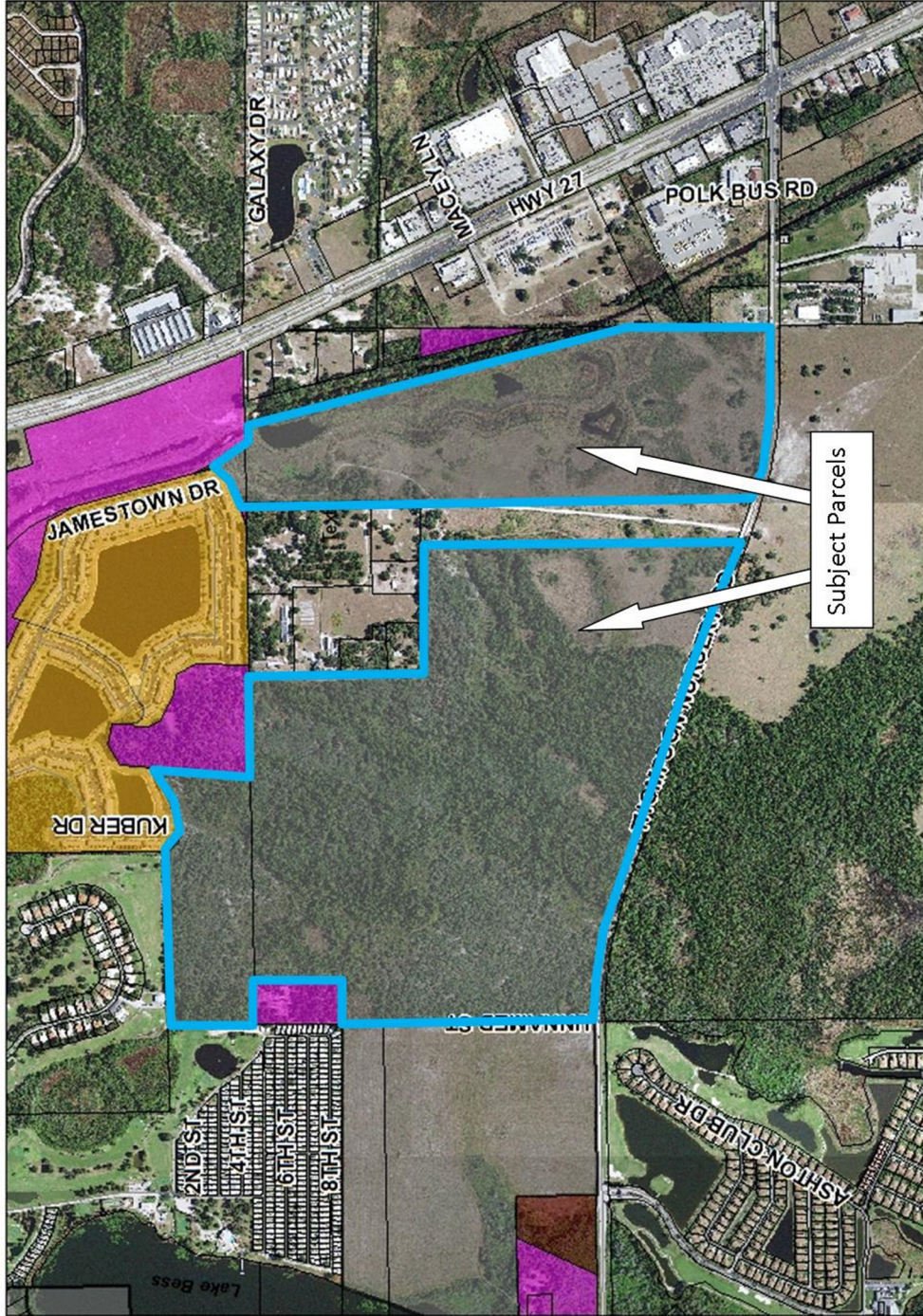
Staff recommends the City Commission approve Ordinances O-18-52 and O-18-53 on second reading and final adoption.

**ATTACHMENTS:**

- Future Land Use Map
- Zoning Map
- Aerial Map
- PUD plan
- Ordinance O-18-52 (Future Land Use)
- Ordinance O-18-53 (Zoning)



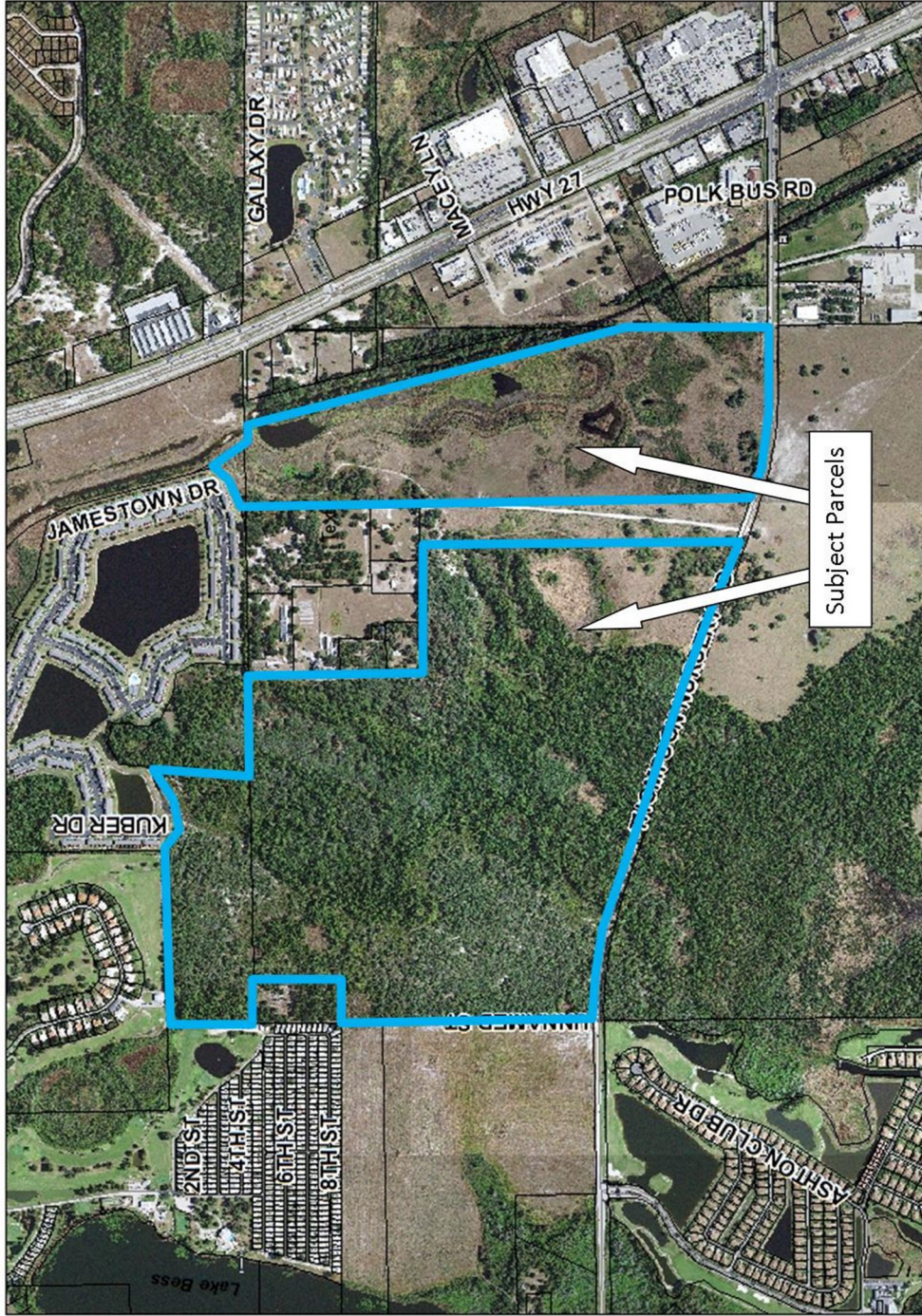






**WINTER HAVEN**  
*The Chain of Lakes City*

Aerial  
O-18-52 & O-18-53





PROJECT: The Preserve at Lake Ashton  
 (South Tract)  
 THOMPSON NURSERY RD, WINTER HAVEN, FL

SHEET TITLE: PLANNED UNIT DEVELOPMENT  
 SHEET: 1 OF 1  
 DWG NO.: PUD-N  
 DATE: JULY 2018  
 SCALE: 1"=500'

**ANGEL LUIS RIVERA**  
 LICENSE No. 65196  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 No. 773018  
 AK

CERTIFICATE OF AUTHORIZATION 32421

**PROPOSED PROJECT**

RESIDENTIAL: R-3  
 MAX DENSITY: 10 DU/AC  
 MAX ALLOWED UNITS: 188.41 AC X 10 DU = 1,884 UNITS  
 MAX PROPOSED UNITS: 1,100 UNITS (PREVIOUSLY APPROVED BY PUD)  
 MAX IMPERVIOUS SURFACE RATIO: 60%

COMMERCIAL: C-2  
 MAX IMPERVIOUS SURFACE RATIO: 70%

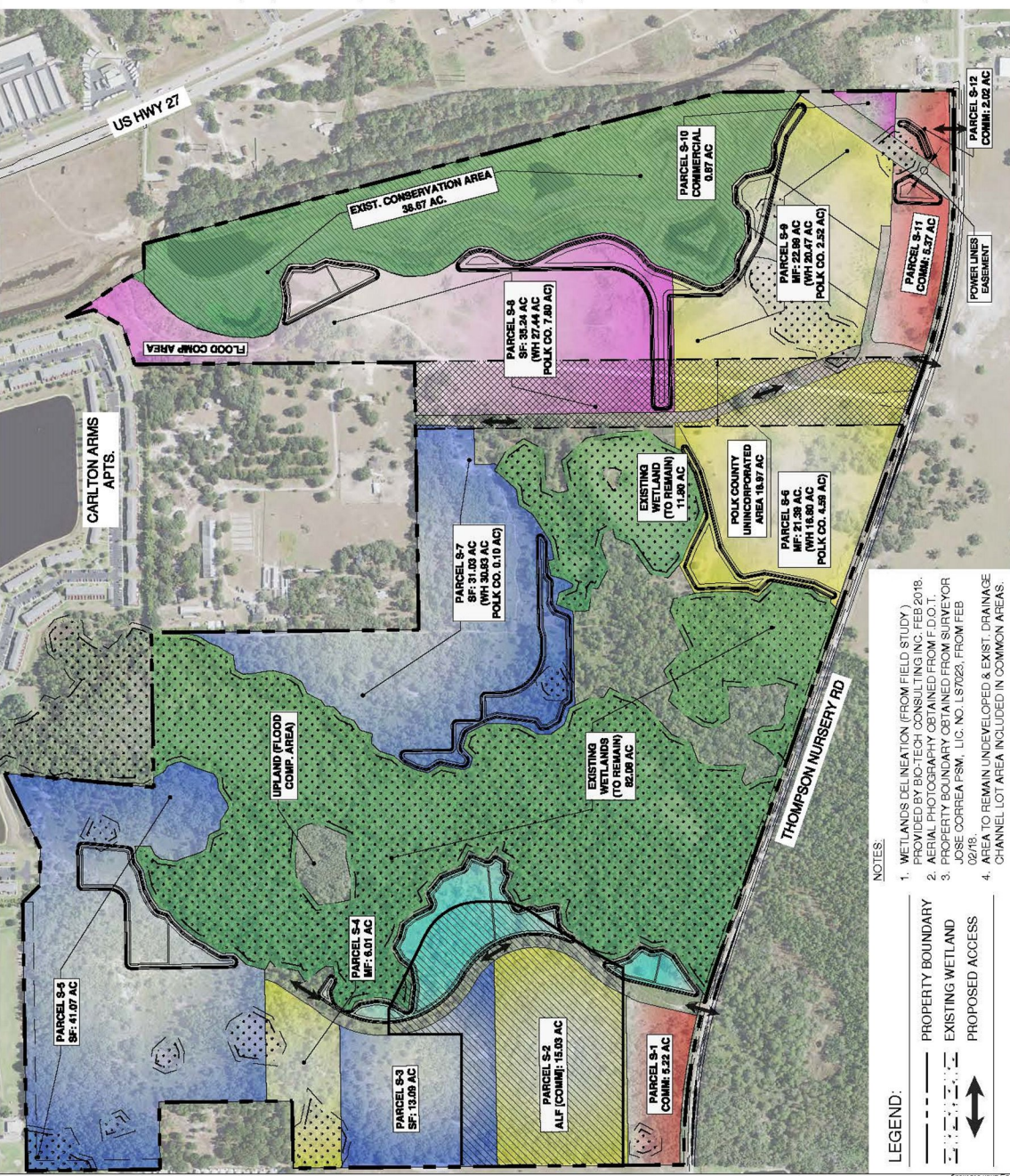
**LAND USE SCHEDULE**

**AREA BREAKDOWN:**  
 TOTAL AREA (WH: 351.27 AC, POLK CO.: 18.97 AC) 370.24 AC  
 TOTAL WETLANDS (TO REMAIN) 93.88 AC  
 EXIST. CONSERVATION AREA 38.67 AC  
 UPLANDS 237.69 AC

**PARCELS (AREA WITHIN WH CITY LIMITS)**

S-1: COMMERCIAL 5.22 AC  
 S-2: COMMERCIAL (ALF) 15.03 AC  
 S-3: SINGLE FAMILY 6.07 AC  
 S-4: SINGLE FAMILY (TH) 16.80 AC  
 S-5: MULTI-FAMILY (APTS) 30.69 AC  
 S-6: SINGLE FAMILY 27.44 AC  
 S-7: SINGLE FAMILY 20.47 AC  
 S-8: MULTI-FAMILY (APTS) 0.87 AC  
 S-9: COMMERCIAL (URBAN FARM) 5.37 AC  
 S-10: COMMERCIAL 2.02 AC  
 S-11: COMMERCIAL 38.67 AC  
 EXIST. WETLANDS TO REMAIN (INC. BUFFER) 93.88 AC  
 COMMON AREAS & OPEN SPACE 34.40 AC  
 351.27 AC

**IMPORTANT NOTE:**  
 PARCEL SHAPES AND LOCATION CAN CHANGE DURING DESIGN STAGE BUT SIZE AND UNITS/SF WILL REMAIN AS PER APPROVED MAX.



**SITE DATA TABLE**

EXISTING ZONING: PUD  
 EXISTING FLOOD: RESIDENTIAL LOW DENSITY, COMMERCIAL AND CONSERVATION DISTRICT: PUD  
 COUNTY: POLK COUNTY  
 SECTION: 10 (TOWNSHIP) RANGE: 092927 & 172927  
 FOLI: No. 042010, 014020, 014010, 011010, 022050, 012010

**PROPOSED PROJECT**

**RESIDENTIAL: R-3**  
 MAX DENSITY: 10 DU/AC  
 MAX ALLOWED UNITS: 188.41 AC X 10 DU = 1,884 UNITS  
 MAX PROPOSED UNITS: 1,100 UNITS (PREVIOUSLY APPROVED BY PUD)  
 MAX IMPERVIOUS SURFACE RATIO: 60%

**COMMERCIAL: C-2**  
 MAX IMPERVIOUS SURFACE RATIO: 70%

**LAND USE SCHEDULE**

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## **ORDINANCE NO. O-18-52**

AN ORDINANCE AMENDING ORDINANCE 11-03, THE 2025 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON A PORTION OF TWO (2) PARCELS FROM RESIDENTIAL LOW DENSITY TO COMMERCIAL AND CONSERVATION; COMMERCIAL TO RESIDENTIAL LOW DENSITY AND CONSERVATION; AND CONSERVATION TO RESIDENTIAL LOW DENSITY AND COMMERCIAL; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE. (General Location: Portions of two (2) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 60.04± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the proposed amendment has been transmitted to, and returned from, the State of Florida in accordance with Chapter 163 of the Florida Statutes; and,

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by re-designating the areas as shown on Exhibit "A" from "Residential-Low Density" Future Land Uses to "Commercial" and "Conservation" Future Land Uses; "Commercial" Future Land Uses to "Residential-Low Density" and "Conservation" Future Land Uses; and "Conservation" Future Land Uses to "Residential-Low Density" and "Commercial" Future Land Uses; as classified by the City of Winter Haven's Future Land Use Element.
2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission.



3. All ordinances in conflict herewith are hereby repealed.
  
4. The effective date of this plan amendment shall be: the date a final order is issued by the State Land Planning Agency (Department of Economic Opportunity's Community Planning and Development Office) finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.

INTRODUCED on first reading this 27<sup>th</sup> day of August, 2018.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF WINTER HAVEN, FLORIDA

\_\_\_\_\_  
MAYOR-COMMISSIONER

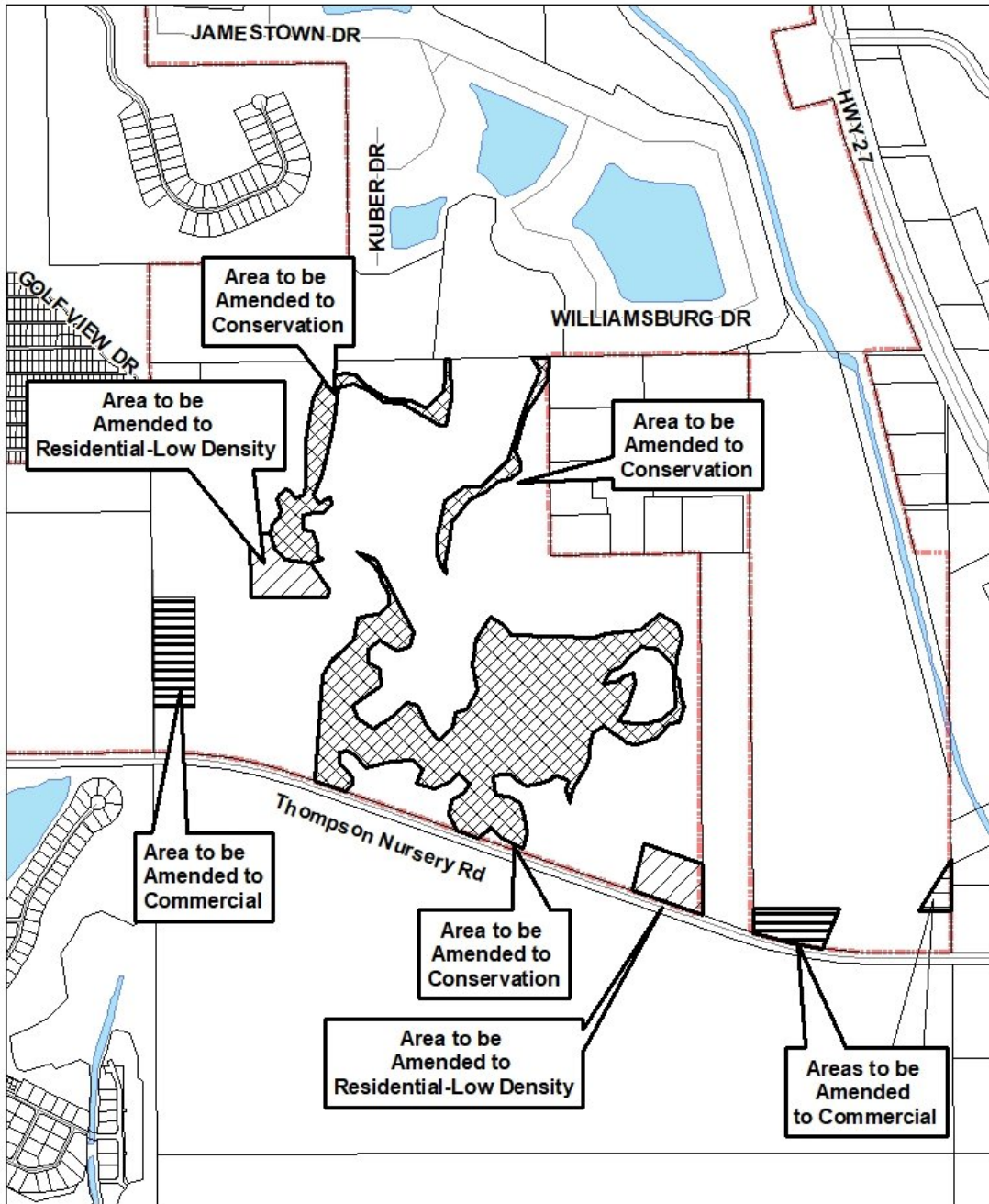
ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Exhibit "A"



**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
December 10, 2018**

---

**DATE:** November 19, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director

**FROM:** Eric Labbe, Planning Manager

**SUBJECT:** **Ordinance Number O-18-52:** Request by Ashton Land Development, LLC to amend the 2025 Future Land Use on a portion of two (2) vacant parcels from Residential Low Density to Commercial and Conservation; Commercial to Residential Low Density and Conservation; and Conservation to Residential Low Density and Commercial. **General Location:** Portions of two (2) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 60.04± acres; and

**Ordinance Number O-18-53:** Request by Ashton Land Development, LLC to amend Planned Unit Development Ordinance O-16-20 and O-17-20. **General Location:** Four (4) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 351.27± acres.

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**BACKGROUND:**

Ashton Land Development, LLC, petitioner, requests the City amend the Future Land Use on a portion of two parcels. The amendment impacts approximately 60.04± acres, reducing both residential and commercial acreage and increasing conservation acreage as described in the table below.

<b>Future Land Use</b>	<b>Existing Acreage</b>	<b>Proposed Acreage</b>
Residential	214.02±	178.59±
Commercial	35.90±	28.51±
Conservation	101.35±	144.17±
Total	351.27±	351.27±

The total proposed Commercial Future Land Use area will be reduced from 35.9 acres to 28.7 acres and will consolidate three (3) existing Commercial pods along Thompson Nursery Road to two (2), one at the western end of the property and one at the eastern end. Additionally, 15.03 acres of the total Commercial acreage is designated within the proposed PUD to accommodate a previously approved Assisted Living Facility (ALF).

Based on 13.48 acres of Commercial Future Land Use (not including the previously approved ALF), a maximum of 146,797 (13.48 x 43,560 x 0.25) square feet of commercial space could be developed. This represents a reduction from the previously approved land use plan of 41,401 square feet of potential commercial space.

Based upon 178.59 acres of Residential Low Density Future Land Use designation, approximately 1,786 units (maximum of 10 units/acre) could be developed upon the property. However, the associated PUD zoning will limit the development to a maximum of 1,100 units, as was approved in the previous PUD zoning district applied to this property.

The petitioner has indicated a mix of multi-family and single-family units will be developed as identified on the PUD plan. However, the exact unit count for each housing type and mix of uses has not yet been identified. Without knowing the exact mix of single-family and multi-family units, or mix of non-residential uses, it is difficult to determine maximum potential impacts to utilities, schools, the transportation network, or other City services. However, it should be noted the maximum unit count is remaining the same as the previously approved PUD, the Commercial acreage is being reduced, and a previously approved 500-bed ALF will be incorporated into this PUD with no changes to the approved conditions. Therefore, potential impacts to City services are expected to decrease when compared to the previously approved land use and PUD zoning.

The applicant previously indicated the proposed residential and commercial development would likely utilize approximately 286,425 gallons per day of water and 229,140 gallons per day of wastewater. The reduction of Commercial acreage is expected to reduce water and wastewater demand. Based upon the applicant's previous analysis, the City currently has sufficient potable water and wastewater treatment capacity to serve the subject property. The most directly impacted roadway is Thompson Nursery Road. Thompson Nursery Road is a 2-lane, County maintained roadway. There is currently sufficient capacity upon Thompson Nursery Road to accommodate approximately two-thirds of this development. The developer must demonstrate adequate capacity exists at the time of site development permitting and concurrency review. Similarly, impacts to area schools will be evaluated during site development permitting and sufficient capacity must be determined by the Polk County School Board at that time.

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As these requests contained a Future Land Use amendment in excess of 10 acres, the Future Land Use amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and other state and local agencies on August 27, 2018, for review. Following this review, DEO issued no comments or objections to the request.

#### **SURROUNDING USES:**

The subject property consists of woodlands and wetlands. Surrounding uses include Carlton Arms Apartments and Lake Bess Country Club to the north, US Highway 27 and a mix of retail uses to the east, vacant woodlands and pasture land to the south, and vacant land, a manufactured home community, and the planned Lake Ashton Single-Family residential development to the west and southwest.



**COMPREHENSIVE PLAN:**

The subject area is currently designated as a combination of Commercial, Residential Low Density, and Conservation. The requested Future Land Use amendment is consistent with the City's Comprehensive Plan.

**NOTIFICATION:**

All public notification requirements for these requests were met.

**FINANCIAL IMPACT:**

As with any new development within the City limits, there will be increased City services required. These impacts will be mitigated by the imposition of impact fees, utility revenues, and increased ad valorem tax revenue.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission, at its August 7, 2018 regular meeting, unanimously voted to recommend approval of these requests.

There were two members of the public who spoke at the meeting. One indicated he represented the Lake Bess Country Club and wanted to assure the buffer to their golf amenities was still required. The other indicated he did not object to the development, but he was the owner of a bird sanctuary nearby and wanted people to be aware of the potential noise.

**CONCLUSION:**

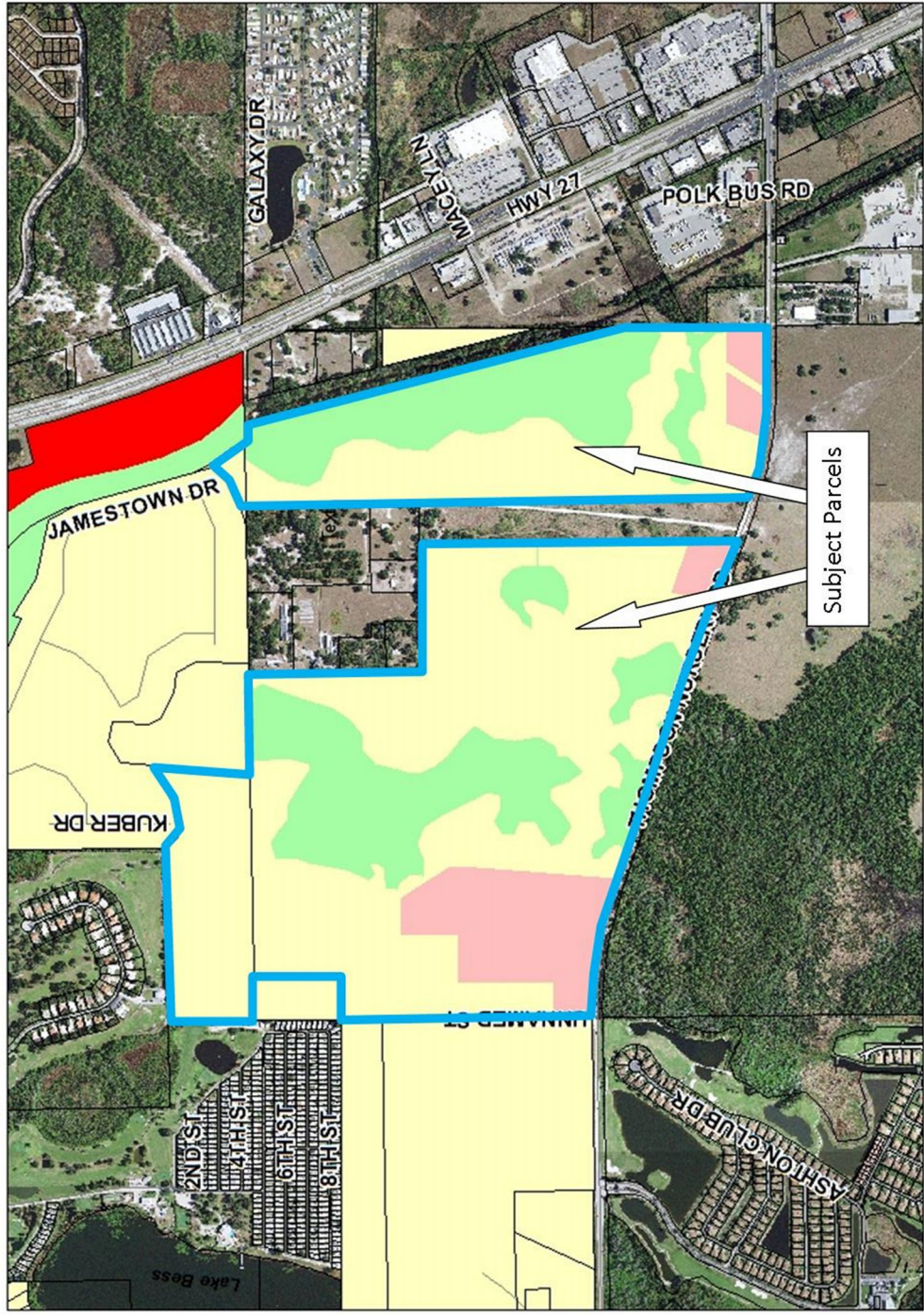
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**RECOMMENDATION:**

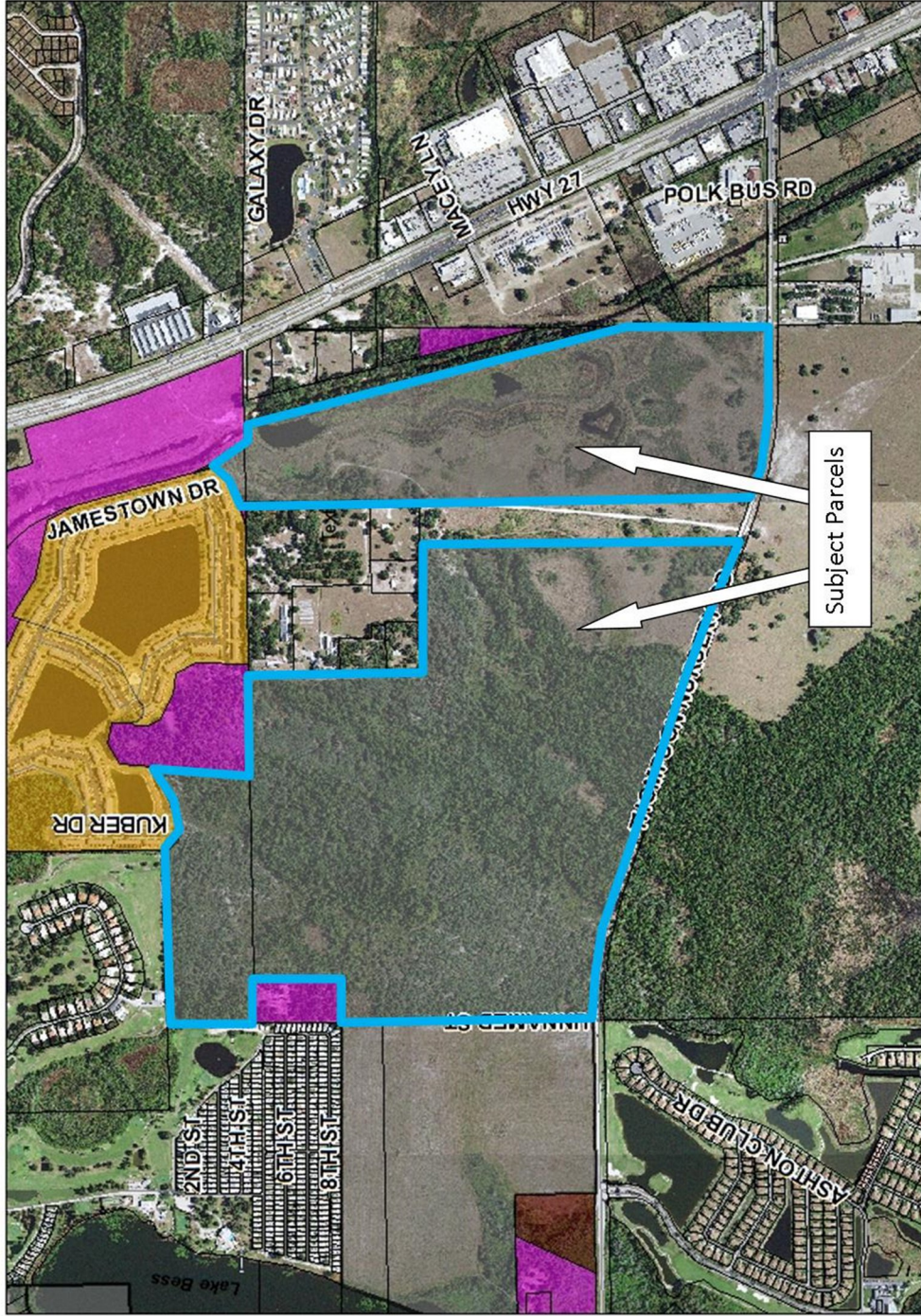
Staff recommends the City Commission approve Ordinances O-18-52 and O-18-53 on second reading and final adoption.

**ATTACHMENTS:**

- Future Land Use Map
- Zoning Map
- Aerial Map
- PUD plan
- Ordinance O-18-52 (Future Land Use)
- Ordinance O-18-53 (Zoning)



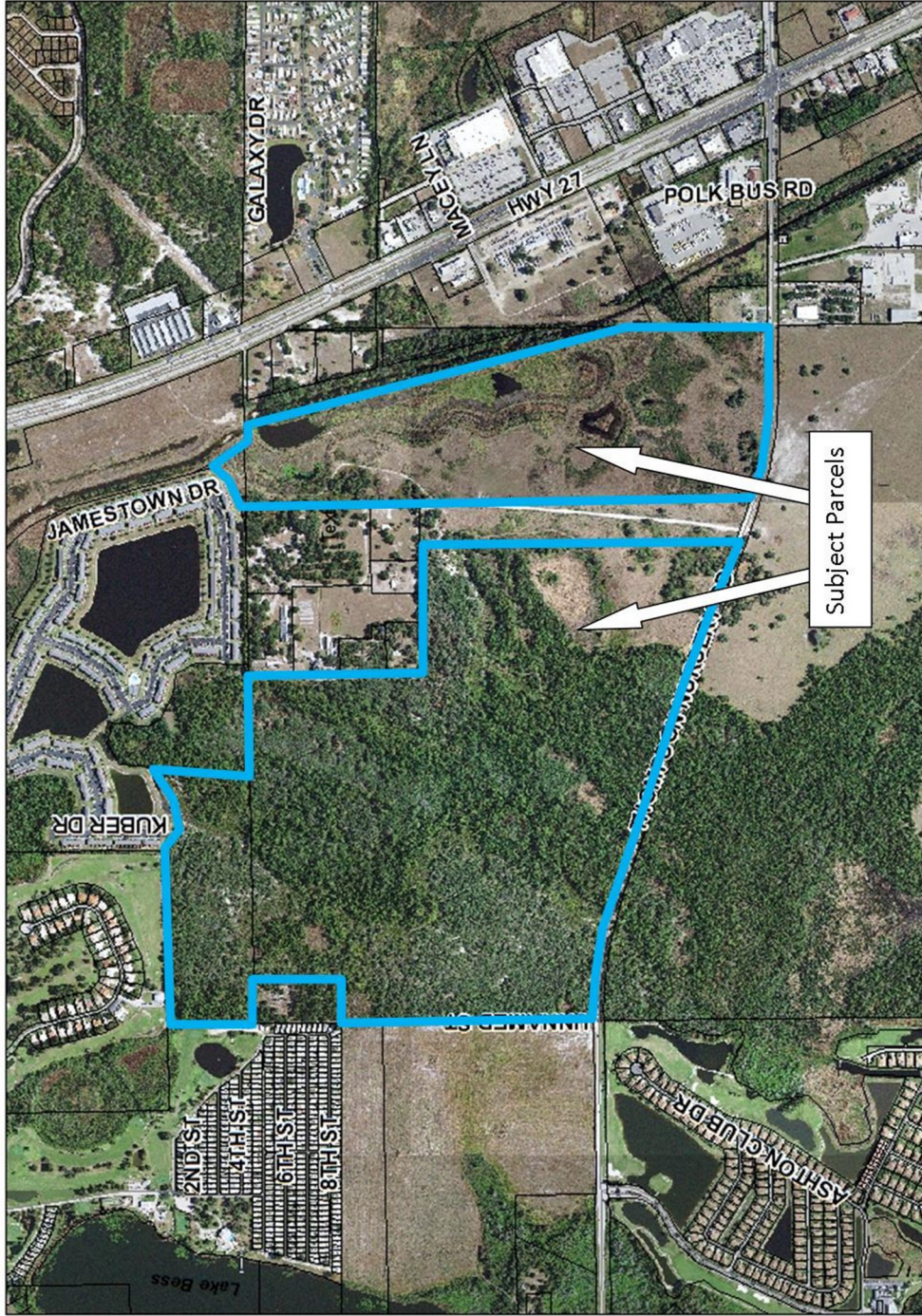






**WINTER HAVEN**  
*The Chain of Lakes City*

Aerial  
O-18-52 & O-18-53





ANGEL LUIS RIVERA  
 LICENSE No. 65196  
 PROFESSIONAL ENGINEER  
 STATE OF FLORIDA  
 7/30/18

CERTIFICATE OF AUTHORIZATION 32421

EXISTING ZONING: PUD  
 EXISTING FLOOD: RESIDENTIAL LOW DENSITY, COMMERCIAL AND CONSERVATION DISTRICT: PUD  
 SECTION/TOWNSHIP/RANGE: 09/29/27 & 17/29/27  
 FOLI: No. 042010, 014020, 014010, 011010, 022050, 012010

PROPOSED PROJECT

RESIDENTIAL: R-3  
 MAX DENSITY: 10 DU/AC  
 MAX ALLOWED UNITS: 188.41 AC X 10 DU = 1,884 UNITS  
 MAX PROPOSED UNITS: 1,100 UNITS (PREVIOUSLY APPROVED BY PUD)  
 MAX IMPERVIOUS SURFACE RATIO: 60%

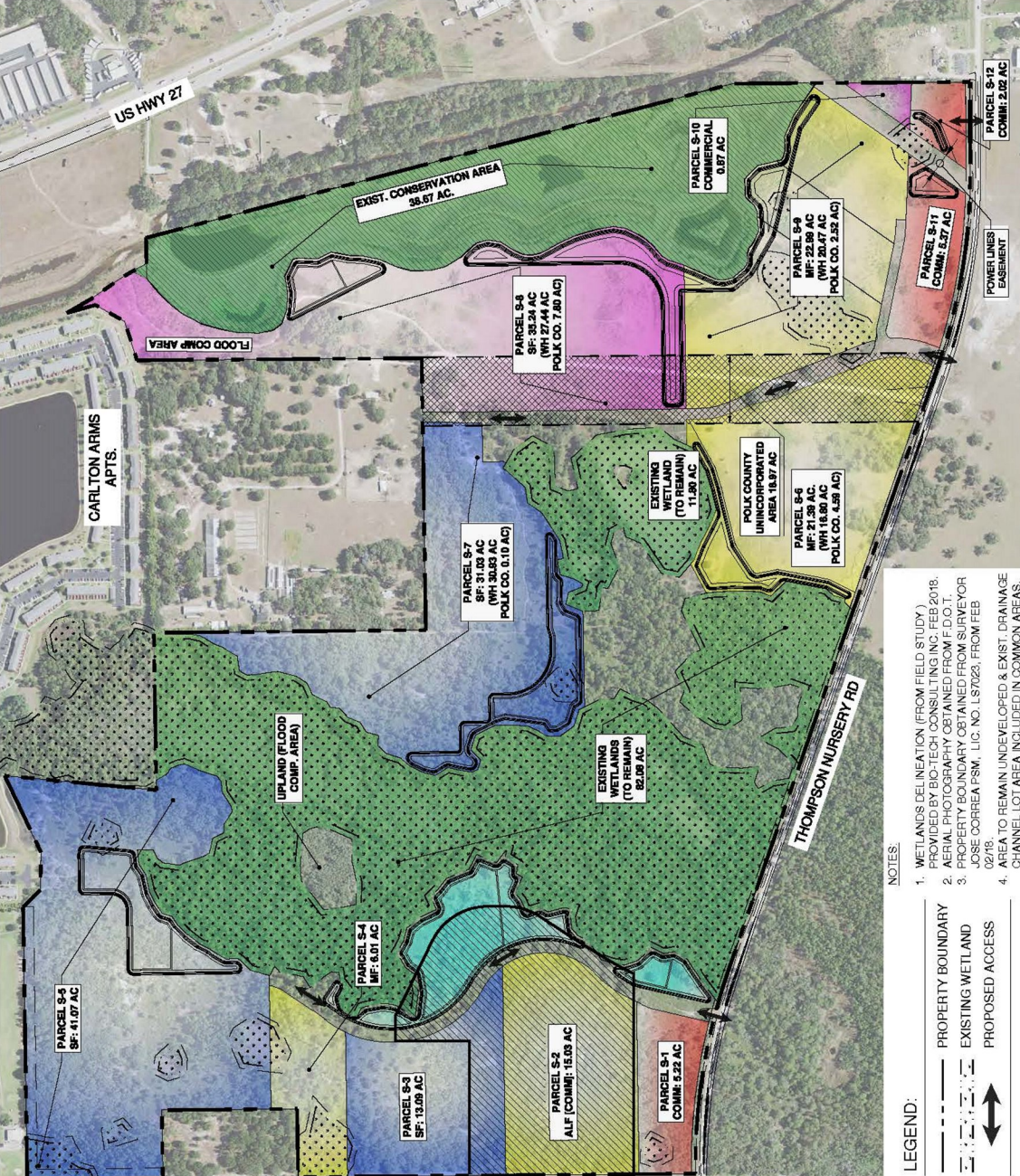
COMMERCIAL: C-2  
 MAX IMPERVIOUS SURFACE RATIO: 70%

LAND USE SCHEDULE

AREA BREAKDOWN:  
 TOTAL AREA (WH: 351.27 AC, POLK CO.: 18.97 AC) 370.24 AC  
 TOTAL WETLANDS (TO REMAIN) 93.88 AC  
 EXIST. CONSERVATION AREA 38.67 AC  
 UPLANDS 237.69 AC

PARCELS (AREA WITHIN WH CITY LIMITS)  
 S-1: COMMERCIAL 5.22 AC  
 S-2: COMMERCIAL (ALF) 15.03 AC  
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 S-10: COMMERCIAL 5.37 AC  
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 S-12: COMMERCIAL 38.67 AC  
 EXIST. WETLANDS TO REMAIN (INC. BUFFER) 93.88 AC  
 COMMON AREAS & OPEN SPACE 34.40 AC  
 351.27 AC

IMPORTANT NOTE:  
 PARCEL SHAPES AND LOCATION CAN CHANGE DURING DESIGN STAGE BUT SIZE AND UNITS/SF WILL REMAIN AS PER APPROVED MAX.



**ORDINANCE NO. O-18-53**

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY: AMENDING PLANNED UNIT DEVELOPMENT ORDINANCE O-17-20 AND REPEALING PLANNED UNIT DEVELOPMENT ORDINANCE O-16-20; REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: four (4) vacant parcels generally located on the north side of Thompson Nursery Road, approximately 1,350 feet east of Lake Ashton Boulevard. The area covered by this request is 351.27± acres.)

WHEREAS, there has been a request to amend Planned Unit Development Ordinance O-17-20 which was adopted by the Winter Haven City Commission July 10, 2017, and;

WHEREAS, there has been a request to repeal Planned Unit Development O-16-20 and incorporate all conditions of approval associated with Ordinance O-16-20 which was adopted by the Winter Haven City Commission October 24, 2016 into Ordinance O-18-53, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested amendments are consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to repeal Planned Unit Development Ordinance O-16-20 in its entirety and to amend Planned Unit Development Ordinance O-17-20 involving the lands as further depicted on Exhibit "A" attached hereto and made a part of this ordinance.

2. Planned Unit Development (PUD) Ordinance O-17-20 is hereby amended as follows (deletions are shown by ~~strikethrough~~ and additions are shown by underline):

A. Permitted Uses.

1. All uses in areas designated as Commercial on the PUD plan within parcels S-1, S-11 and S-12 shall be limited to those uses that are "Permitted" within the C-2 zoning designation of the Unified Land Development Code. Convenience stores with or without gas are specifically not permitted.
2. All areas designated as Single-Family (SF) or Multi-Family (MF) shall be limited to those uses that are "Permitted" within the R-3 zoning designation of the Unified Land Development Code. However, Multi-Family uses shall be permitted up to 4 stories.
3. The total number of residential units shall not exceed 1,100. However, Single-Family and Multi-Family uses shall be limited to those areas designated as Single-Family (SF) or Multi-Family (MF) on the PUD plan. Single-Family parcels include S-3, S-5, S-7, and S-8. Multi-Family parcels include S-4, S-6, and S-9.
4. Parcel S-10 shall be limited to use as an Urban Farm allowing only the growing and cultivation of food.

5. With the exception of necessary utilities and a pedestrian trail, no uses shall encroach upon the connected wetland areas designated as “Existing Wetlands” or “Exist. Conservation Area” on the PUD plan.

B. Building Standards.

1. All Commercial development within parcels S-1, S-11, and S-12 shall adhere to the following standards:

Development Standard		Requirement
Lot Area		Minimum 5,000 square feet
Lot Width		Minimum 50 feet
Setbacks	Front	Minimum 25 feet from edge of pavement
	Side	Minimum 5 feet
	Street Side	Minimum 20 feet from edge of pavement
	Rear	Minimum 10 feet
Building Height		Maximum 35 feet
Lot Coverage		Maximum 70%
Impervious Surface Area		Maximum 70%

2. All Single-Family development shall adhere to the following standards:

Development Standard		Requirement
Lot Area		Minimum 5,000 square feet
Lot Width		Minimum 50 feet
Setbacks	Front	Minimum 15 feet from porch or living area; Minimum 25 feet from garage
	Side	Minimum 5 feet
	Street Side	Minimum 20 feet
	Rear	Minimum 20 feet
Building Height		Maximum 2 floors up to 35 feet
Accessory Structures	Minimum Setback	Minimum 3 feet
	Area	Maximum 10% of living area up to 1,000 square feet

3. All Single-Family residential units located within ~~POD #8~~ Parcel S-5, as indicated on the PUD plan, shall maintain a minimum setback of 50 feet from the project property lines adjacent to the golf courses and driving range at the Lake Bess and Carefree Country Clubs.



4. All Multi-Family development shall adhere to the following standards:

Development Standard		Requirement
Lot Area	Apartments and Condominiums	Minimum 5,000 square feet
	Townhouses	Minimum 2,000 square feet
Lot Width	Apartments and Condominiums	Minimum 55 feet
	Townhouses	Minimum 20 feet
Setbacks	Front	Minimum 20 feet
	Street Side	Minimum 15 feet
	Rear	Minimum 0 feet; however minimum 15 feet from project perimeter
Building Separation		Minimum 15 feet
Building Height		Maximum 4 floors up to 52 feet
Impervious Surface Ratio		Maximum 60%

C. Landscaping.

1. A minimum 5-foot landscape buffer yard shall be provided along Thompson Nursery Road

Type of Plantings	Number of Required Plantings Per 100 Feet
Understory Tree	4
Large Shrub	5

2. A minimum ~~5-foot~~ 10-foot wide landscape buffer shall be installed between any commercial and/or multi-family residential uses and any adjacent single-family uses on or off site.

Type of Plantings	Number of Required Plantings Per 100 Feet
Overstory Tree	<del>2</del> <u>3</u>
<u>Understory Tree</u>	<u>4</u>
Large Shrub	2 to 3 foot continuous hedge

The use of existing trees and shrubs within this buffer is highly encouraged.

3. A minimum 10-foot wide undisturbed buffer area, owned and maintained by the Home Owners Association, shall be located between ~~POD #8~~ Parcel S-5, as identified on the PUD Plan, and the adjacent golf courses and driving range located to the west and north of ~~POD #8~~ Parcel S-5. Additionally, any single-family lots located adjacent to the aforementioned undisturbed buffer area shall have an additional 10-foot wide undisturbed buffer area, secured by deed restriction, effectively creating a 20-foot wide undisturbed buffer area adjacent to the golf courses and driving range.
4. All internal parking areas shall be covered by a minimum of 45 percent of tree canopy coverage. No one species shall be used for more than 33 percent of the required canopy trees. Canopy trees shall be selected from the trees in the table below.



Permitted Tree		Canopy Credit
Common Name	Botanical Name	
Shumard oak	Quercus shumardii	1,250 square feet
Sand live oak	Quercus geminata	500 square feet
Red maple	Acer rubrum	700 square feet
Sweetgum	Liquidambar styraciflua	700 square feet
Florida elm	Ulmus americana var. floridana	700 square feet
Winged elm	Ulmus alata	700 square feet
Crape myrtle	Lagerstroemia indica	125 square feet
Tabebuia	Tabebuia heptaphylla; Tabebuia impetiginosa	500 square feet
Longleaf pine	Pinus palustris	500 square feet
Slash pine	Pinus elliottii	500 square feet
Sand pine	Pinus clausa	500 square feet
Bald cypress	Taxodium distichum	500 square feet

5. Upon placement of single-family homes within the development, one (1) tree shall be planted in the front yard of each lot. Trees shall measure a minimum of 1 ¾ inches in caliper (DBH) and shall be one of the species contained in the table below. No one species shall be used for more than 33 percent of the required trees.

Permitted Tree		Planting Restrictions
Common Name	Botanical Name	
Bottlebrush	Callistemon rigidus	None
	Callistemon viminalis	
Flowering Dogwood	Cornus florida	None
Shumard oak	Quercus shumardii	Must be minimum 12 feet from utility lines
Sand live oak	Quercus geminata	Must be minimum 12 feet from utility lines
Red maple	Acer rubrum	Must be minimum 12 feet from utility lines
Sweetgum	Liquidambar styraciflua	Must be minimum 12 feet from utility lines
Longleaf pine	Pinus palustris	Must be minimum 12 feet from utility lines
Slash pine	Pinus elliottii	Must be minimum 12 feet from utility lines
Sand pine	Pinus clausa	Must be minimum 12 feet from utility lines
Scrub hickory	Carya floridana	None
Florida elm	Ulmus americana var. floridana	Must be minimum 12 feet from utility lines
Winged elm	Ulmus alata	None
Chinese elm	Ulmus parvifolia	None
Crape myrtle	Lagerstroemia indica	None

Ligustrum tree	Ligustrum recurvifolium	None
Tabebuia	Tabebuia chrysotricha	Must be minimum 12 feet from utility lines
	Tabebuia heptaphylla	
	Tabebuia impetiginosa	
East Palatka holly	Ilex attenuata	None
Chickasaw plum	Prunus angustifolia	None
Wax myrtle	Myrica cerifera	None

6. The use of Florida Friendly plantings shall be required.

D. Transportation.

1. The developer shall dedicate sufficient right-of-way along the development's frontage on Thompson Nursery Road to allow for a minimum of 50 feet to the centerline.
2. If the internal roadways are public, the developer will provide 50 feet of right of way to allow for the internal roadway and any necessary utility easements. Local interior subdivision road pavement width shall be 22 feet. If internal roadways are privately owned and maintained, the minimum corridor width shall be 40 feet.
3. Light fixtures shall utilize LED technology and utilize full cut-off luminaires. Lighting shall be provided at a minimum standard of one light fixture per 350 linear feet of roadway. If private streets shall be utilized, all street lighting shall be installed and maintained at the expense of the developer and or homeowners' association.
4. A minimum 5-foot sidewalk shall be installed on both sides of all internal roadways.
5. A minimum 6-foot sidewalk shall be installed along the development's frontage with Thompson Nursery Road.
6. Bicycle racks shall be installed at all recreational facilities.
7. The developer shall reserve a location along Thompson Nursery Road for a future transit stop.
8. Access from Thompson Nursery Road shall be limited to the two main access roads as depicted on the ~~conceptual~~ PUD plan and one right-in/right-out access drive for ~~the commercial pod #3~~ Parcels S-11 and S-12, located at the southeast corner of the PUD property, to jointly utilize. Where necessary and without impacting identified wetland areas, internal vehicular connectivity shall be provided through the use of cross access easements, road stub-outs or connector roads to ensure internal access to all development areas within the PUD.

E. The developer shall install reclaimed water reuse lines throughout the development. These lines shall be connected to the City's reclaimed water main when it becomes adjacent and available. Upon connection to reuse, the use of potable water for irrigation shall not be permitted.

F. All development shall be in general accordance with the attached ~~conceptual site~~ PUD plan.

G. All other code requirements shall apply.

3. Planned Unit Development (PUD) Ordinance O-16-20 is hereby repealed in its entirety and the following conditions applicable to parcel S-2 are hereby adopted as conditions applicable to the development of the lands comprising parcel S-2 as follows:

AA. Permitted Uses.

Uses shall be limited to an assisted living facility and ancillary uses; offices; and accessory retail uses limited to pharmacies, barber shops, beauty salons, convenience retail up to 1,000 square feet, and delicatessens to include restaurants and cafeterias. The maximum number of assisted living beds shall be 500.

BB. Building Standards. All development shall adhere to the following standards:

<u>Building Standard</u>		<u>Requirement</u>
<u>Lot/Parcel Area</u>		<u>Minimum 21,780 square feet</u>
<u>Building Setback</u>	<u>Front</u>	<u>Minimum 20 feet</u>
	<u>Corner Lot Side Street</u>	<u>Minimum 15 feet</u>
	<u>Side</u>	<u>Minimum 10 feet</u>
	<u>Rear</u>	<u>Minimum 10 feet</u>
	<u>Thompson Nursery Road</u>	<u>Minimum 365 feet</u>
	<u>Westernmost Property Line</u>	<u>Minimum 50 feet</u>
<u>Building Separation</u>		<u>Minimum 15 feet</u>
<u>Building Height</u>		<u>4 Floors up to 55 feet above grade</u>

CC. Landscaping.

1. A landscape buffer yard shall be provided along the western boundary of the subject area in accordance with the table below.

<u>Type of Plantings</u>	<u>Number of Required Plantings Per 100 Feet</u>	
	<u>Buffer Yard Width</u>	
	<u>20 feet</u>	<u>25 feet</u>
<u>Overstory Tree</u>	<u>4</u>	<u>4</u>
<u>Understory Tree</u>	<u>4</u>	<u>4</u>
<u>Large Shrub</u>	<u>5</u>	<u>4</u>
<u>Small Shrub</u>	<u>7</u>	<u>5</u>
<u>6-foot Fence Requirement</u>	<u>No</u>	<u>No</u>

In lieu of the required buffer above, the developer may utilize existing natural vegetation provided the minimum width of vegetation remaining is at least 25 feet.

2. A landscape buffer yard shall be provided along any future public or private right-of-way abutting the subject area in accordance with the table below.

<u>Type of Plantings</u>	<u>Number of Required Plantings Per 100 Feet</u>		
	<u>Buffer Yard Width</u>		
	<u>5 feet</u>	<u>10 feet</u>	<u>15 feet</u>
<u>Overstory Tree</u>	<u>1</u>	<u>1</u>	<u>1</u>
<u>Understory Tree</u>	<u>2</u>	<u>2</u>	<u>2</u>
<u>Large Shrub</u>	<u>0</u>	<u>3</u>	<u>2</u>
<u>Small Shrub</u>	<u>5</u>	<u>4</u>	<u>3</u>

3. A minimum 25-foot natural buffer shall be maintained along the southern boundary of the subject area.

4. All parking and driveway areas shall be covered by a minimum of 45 percent of tree canopy coverage. No one species shall be used for more than 33 percent of the required canopy trees. Canopy trees shall be selected from the trees in the table below.

<u>Permitted Tree</u>		<u>Canopy Credit</u>
<u>Common Name</u>	<u>Botanical Name</u>	
<u>Shumard oak</u>	<u>Quercus shumardii</u>	<u>1,250 square feet</u>
<u>Sand live oak</u>	<u>Quercus geminata</u>	<u>500 square feet</u>
<u>Red maple</u>	<u>Acer rubrum</u>	<u>700 square feet</u>
<u>Sweetgum</u>	<u>Liquidambar styraciflua</u>	<u>700 square feet</u>
<u>Florida elm</u>	<u>Ulmus americana var. floridana</u>	<u>700 square feet</u>
<u>Winged elm</u>	<u>Ulmus alata</u>	<u>700 square feet</u>
<u>Crape myrtle</u>	<u>Lagerstroemia indica</u>	<u>125 square feet</u>
<u>Tabebuia</u>	<u>Tabebuia chrysotricha; heptaphylla or impetiginosa</u>	<u>500 square feet</u>
<u>Longleaf pine</u>	<u>Pinus palustris</u>	<u>500 square feet</u>
<u>Slash pine</u>	<u>Pinus elliottii</u>	<u>500 square feet</u>
<u>Sand pine</u>	<u>Pinus clausa</u>	<u>500 square feet</u>
<u>Bald cypress</u>	<u>Taxodium distichum</u>	<u>500 square feet</u>

5. The use of Florida Friendly plantings shall be required.

DD. Signs.

1. All signs shall be limited to monument signs or wall signs.



- a. Monument signs for each parcel shall be limited to a maximum total area of 64 square feet and a maximum of 8 feet in height. Monument signs may contain electronic message center signs provided the message center area does not exceed 33 percent of the sign area and the message change interval is no less than 10 seconds. If multiple monument signs are used on the same parcel, the minimum separation shall be 300 feet.
- b. Wall signs for each parcel shall be limited to a maximum total area of 64 square feet.
- c. Directional signs up to 3 square feet in area are permitted and shall not be deducted from the permitted sign area above.

EE. Transportation.

- 1. A minimum 22-foot wide access drive/private road shall be constructed connecting the subject area with Thompson Nursery Road. Should this driveway/road become a dedicated right-of-way, the minimum width of the right-of-way shall be 50 feet.
- 2. A minimum 5-foot sidewalk shall be installed along the access drive/private road from the subject area to Thompson Nursery Road.
- 3. The driveway/private road connection to Thompson Nursery Road shall be reviewed and approved by Polk County.

FF. The developer shall commence construction of the assisted living facility prior to January 1, 2020. Should construction not begin by this date, application shall be made to the Planning Commission for re-approval of the assisted living facility.

GG. All other code requirements shall apply.

4. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

5. All ordinances in conflict herewith are hereby repealed.

6. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

7. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-18-52; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 27<sup>th</sup> day of August, 2018 .

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF WINTER HAVEN, FLORIDA

\_\_\_\_\_  
MAYOR-COMMISSIONER

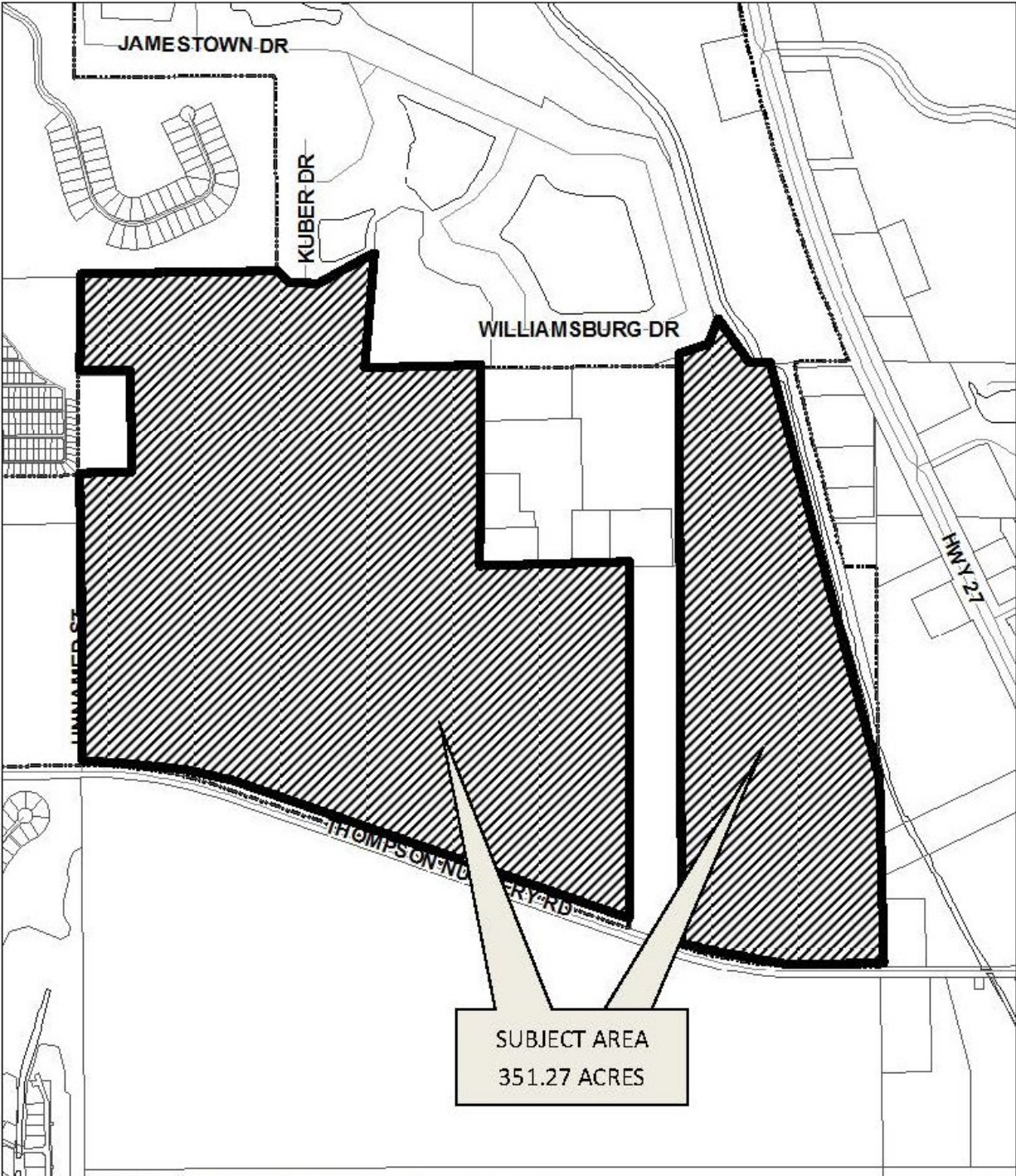
ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Exhibit "A"

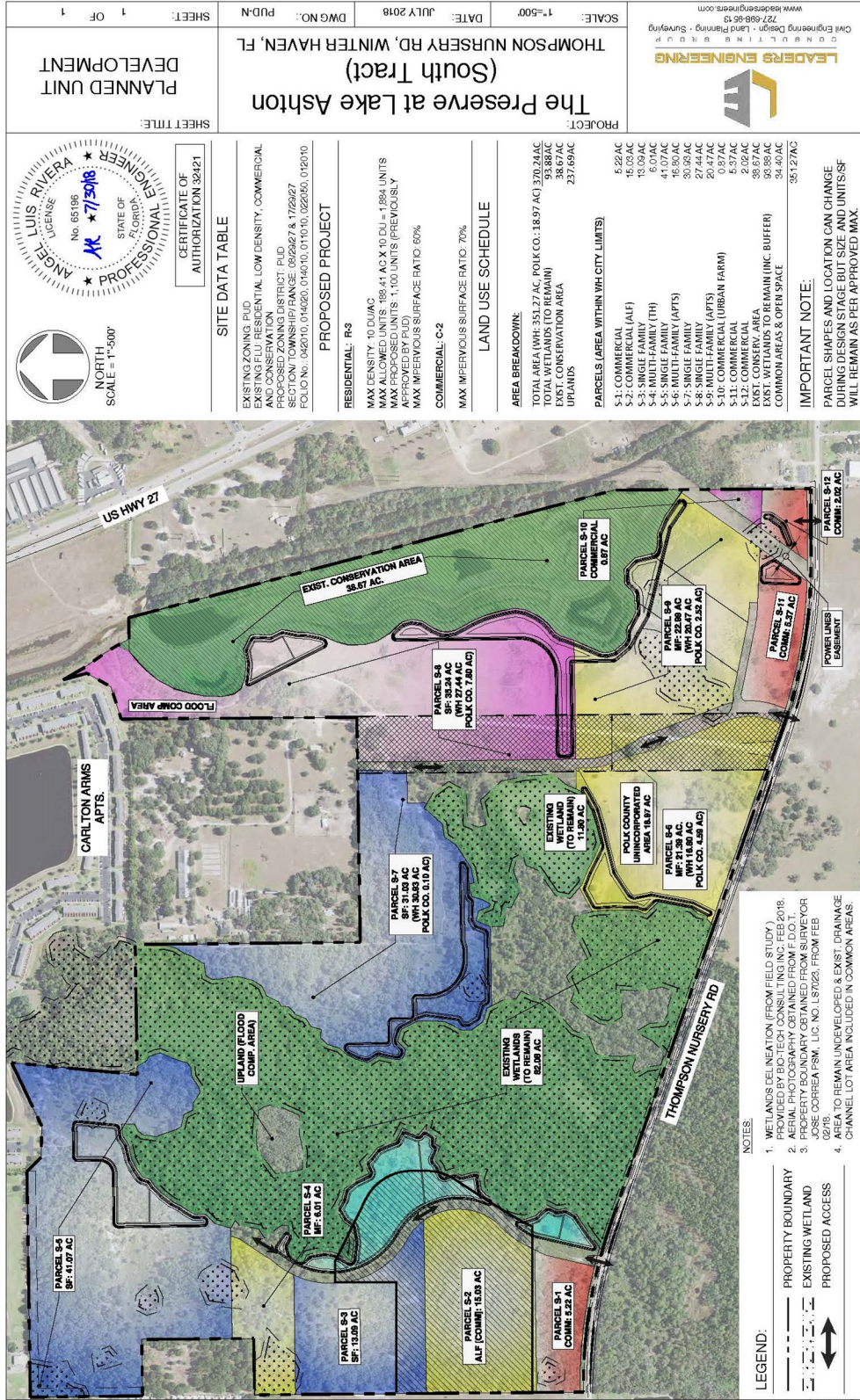


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Exhibit "B"





**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
December 10, 2018**

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**DATE:** November 19, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director  
Eric Labbe, Planning Manager

**FROM:** Sean Byers, Principal Planner

**SUBJECT:** **Ordinance O-18-54:** Request by Ashton Land Development, LLC to amend the Future Land Use on three (3) parcels from Residential Estate and Conservation to Regional Activity Center. **General Location:** Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27. The area covered by this request is 84.16± acres; and

**Ordinance O-18-55:** Request by Ashton Land Development, LLC to rezone three (3) parcels from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. **General Location:** Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27. The area covered by this request is 84.16± acres

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**BACKGROUND:**

Ashton Land Development, LLC, petitioner, requests the City amend the Future Land Use on three (3) parcels from Residential Estate and Conservation to Regional Activity Center, and to rezone the same parcels from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. The property subject to this request is generally located south of Cypress Gardens Boulevard, approximately 1,050 feet west of US Highway 27. The undeveloped property contains approximately 84.16± acres and consists of uplands and lowlands.

Earlier this year, the petitioner completed several geologic and environmental studies of the subject property's wetlands and floodplains. These studies found the soils and vegetation to be of low quality, and can actually be improved through development on the property. Based on these findings, the petitioner proposes to develop the property with a mixed-use development containing approximately 111,000 square feet of commercial space and 500 multi-family residential units. Due to the existing muck conditions and floodplain mitigation, approximately 35 acres will remain as open space upon completion of the development. Access to the property will be from Cypress Gardens Boulevard.

Amending the Future Land Use on 84.16 acres to Regional Activity Center will result in increased development potential on the subject property over the current adopted Residential Estate (30.5 acres) and Conservation (53.7 acres) Future Land Uses. This is illustrated in the table below.

Intensity Tier	Maximum Potential Residential Development		Maximum Potential Commercial Development		Current Maximum Development Potential (Res Estate & Conservation)	Net Change
	Maximum Permitted Density	Total Units	Maximum Permitted FAR	Total Square-footage		
1	0.0 units/ac	0	100% of 2.0	7,326,792 sf	66 units; 0 sf Commercial	Increase by 66 units & 7,326,792 sf
2	10.0 units/ac	841	90% of 2.0	6,594,113 sf		Increase by 775 units & 6,594,113 sf
3	13.0 units/ac	1,093	80% of 2.0	5,861,434 sf		Increase by 1,027 units & 5,861,434 sf
4	17.0 units/ac	1,430	70% of 2.0	5,128,754 sf		Increase by 1,364 units & 5,128,754 sf
5	20.0 units/ac	1,682	60% of 2.0	4,396,075 sf		Increase by 1,616 units & 4,396,075 sf
6	24.0 units/ac	2,018	50% of 2.0	3,663,396 sf		Increase by 1,952 units & 3,663,396 sf
7	28.0 units/ac	2,355	40% of 2.0	2,930,717 sf		Increase by 2,289 units & 2,930,717 sf

Per Future Land Use Policies 1.3.1, 1.3.4C, and 1.5.1

The requested PUD addresses the following development requirements: Lot and building standards, principal land uses, landscaping, signage, access management, and floodplain and wetland mitigation.

As these requests contained a Future Land Use amendment in excess of 10 acres, the Future Land Use amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and other state and local agencies on October 9, 2018, for review. Following this review, DEO issued no comments or objections to the request.

**INFRASTRUCTURE:**

City water and sewer services are available to the subject property. While maximum theoretical development of the property may require up to 1.76 million gallons of potable water capacity and 1.55 million gallons of wastewater capacity on a daily basis, the requested PUD will provide significant development limitations on the property, thereby lowering potential demands. Likewise, maximum development of the property may result in up to 36,780 peak-hour trips (7,327 x 5.02 trips) onto Cypress Gardens Boulevard; however limitations imposed by the PUD will significantly lower the number of trips. The table below outlines the expected potential demands on the supporting utility and roadway infrastructure based on the PUD conditions.

Type of Infrastructure	Existing Capacity (May 31, 2018)	Vested Demands	Potential New Demands (500 du + 256,500sf)	Remaining Capacity
<b>Potable Water and Sewer</b>				
Potable Water	4,160,000 g/d	586,700 g/d	187,560 g/d	3,385,740 g/d
Sewer (WWTP 3)	3,575,000 g/d	386,250 g/d	164,502 g/d	3,024,248 g/d
<b>Transportation</b>				
Cypress Gardens Blvd E.B. (PM Peak-hour)	888 trips (2017)	0 trips	805 trips	83 trips
Cypress Gardens Blvd W.B. (PM Peak-hour)	932 trips (2017)	0 trips	773 trips	159 trips

The proposed 500 multi-family units may generate up to 139 students as illustrated in the table below. At this time, there is sufficient capacity at the zoned middle and high schools; however there is insufficient capacity at the zoned elementary school, Chain of Lakes. The applicant must demonstrate available capacity at public schools prior to site plan approval for the multi-family units. Should, at the time of site plan review, there be insufficient capacity at any of the zoned schools or an adjacent school, the developer will be required to work with the Polk County School Board to mitigate the needed capacity for this project.

<b>Public Schools</b>			
Zoned School	Existing Capacity	Potential Demands	Remaining Capacity
Chain of Lakes Elementary	11 seats	76 students	-65 seats
McLaughlin Middle	373 seats	29 students	344 seats
Winter Haven High	62 seats	34 students	28 seats

**SURROUNDING USES:**

Surrounding uses include wetlands and pasture land to the north, vacant uplands and the Peace Creek to the east, and the 1,000-unit Carlton Arms apartment complex to the south and west. The subject property is located at the far eastern end of the highly urbanized Cypress Gardens Boulevard corridor, and represents one of the last undeveloped parcels on the corridor.

**COMPREHENSIVE PLAN:**

The subject property is designated as a combination of Residential Estate and Conservation Future Land Uses assigned to the property in 2011, as part of the adoption of the 2025 Comprehensive Plan. At the time these designations were assigned, staff had limited data on the limits and quality of the wetlands and floodplains located on the property, and was unable to determine what, if any, development potential existed. Based on information submitted by the petitioner, there appears to be some development potential of the property utilizing appropriate remediation activities which could be approved by State and Federal agencies. Additionally, conditions associated with a companion Planned Unit Development zoning request will further address development of the property while protecting restored wetland and floodplain areas on the property.

**NOTIFICATION:**

All public notification requirements for this request were met.

**CONCLUSION:**

The subject property presently consists of wetlands, floodplains, and muck associated with the Peace Creek Canal. Should the developer successfully obtain the necessary State and Federal permits to reclaim the property, and create a developable area, the proposed development has the potential to add economic value to the City and to improve the natural function of the wetlands and floodplain. Furthermore, the proposed residential development is consistent with the adjacent Carlton Arms Apartment community, while the proposed commercial components are consistent with the existing development pattern along the Cypress Gardens Boulevard corridor.

**FINANCIAL IMPACT:**

There is no financial impact to the City with this request.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission, at its September 4 meeting, unanimously voted to recommend approval of this request. There were no public comments.

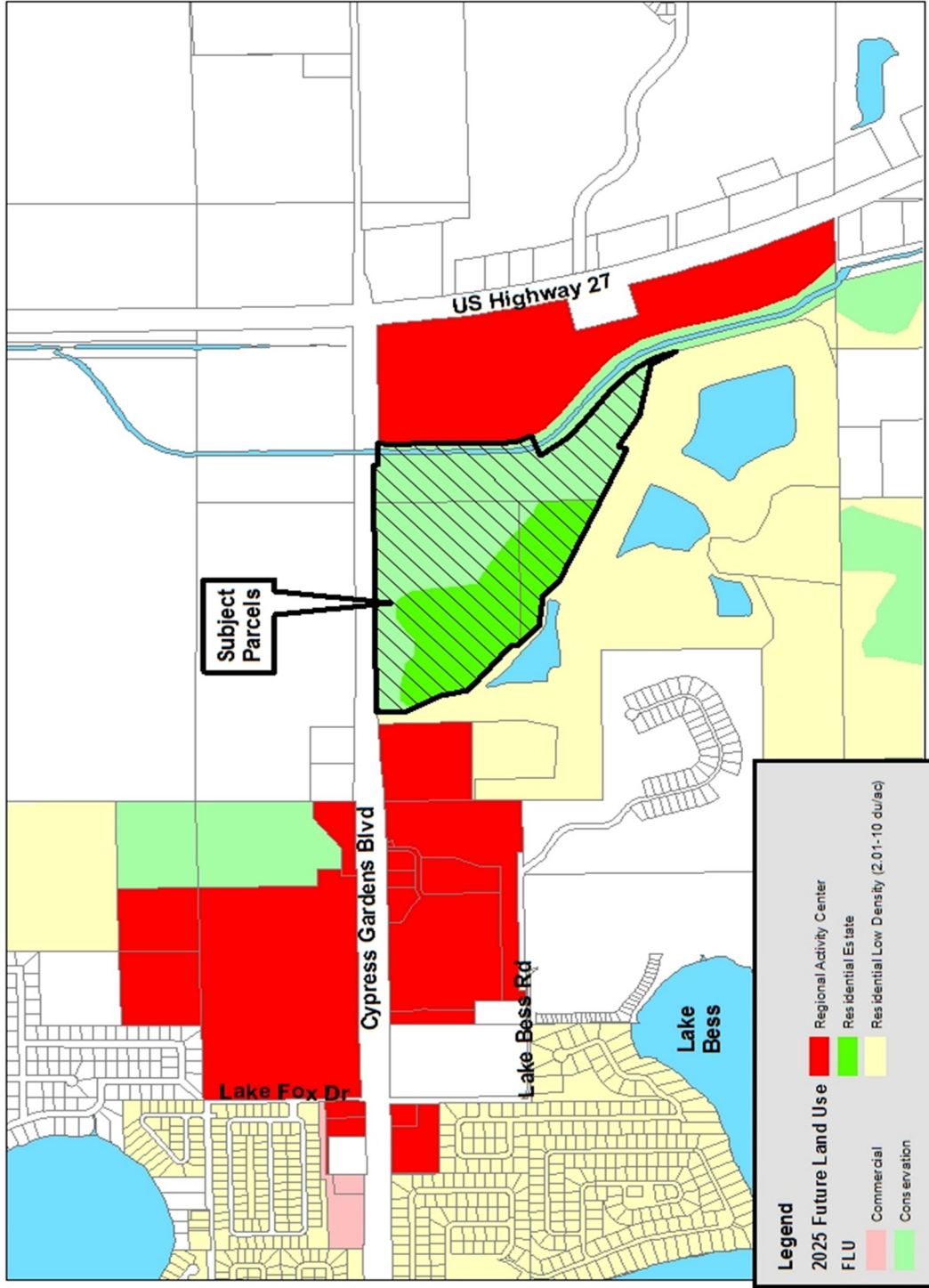
**RECOMMENDATION:**

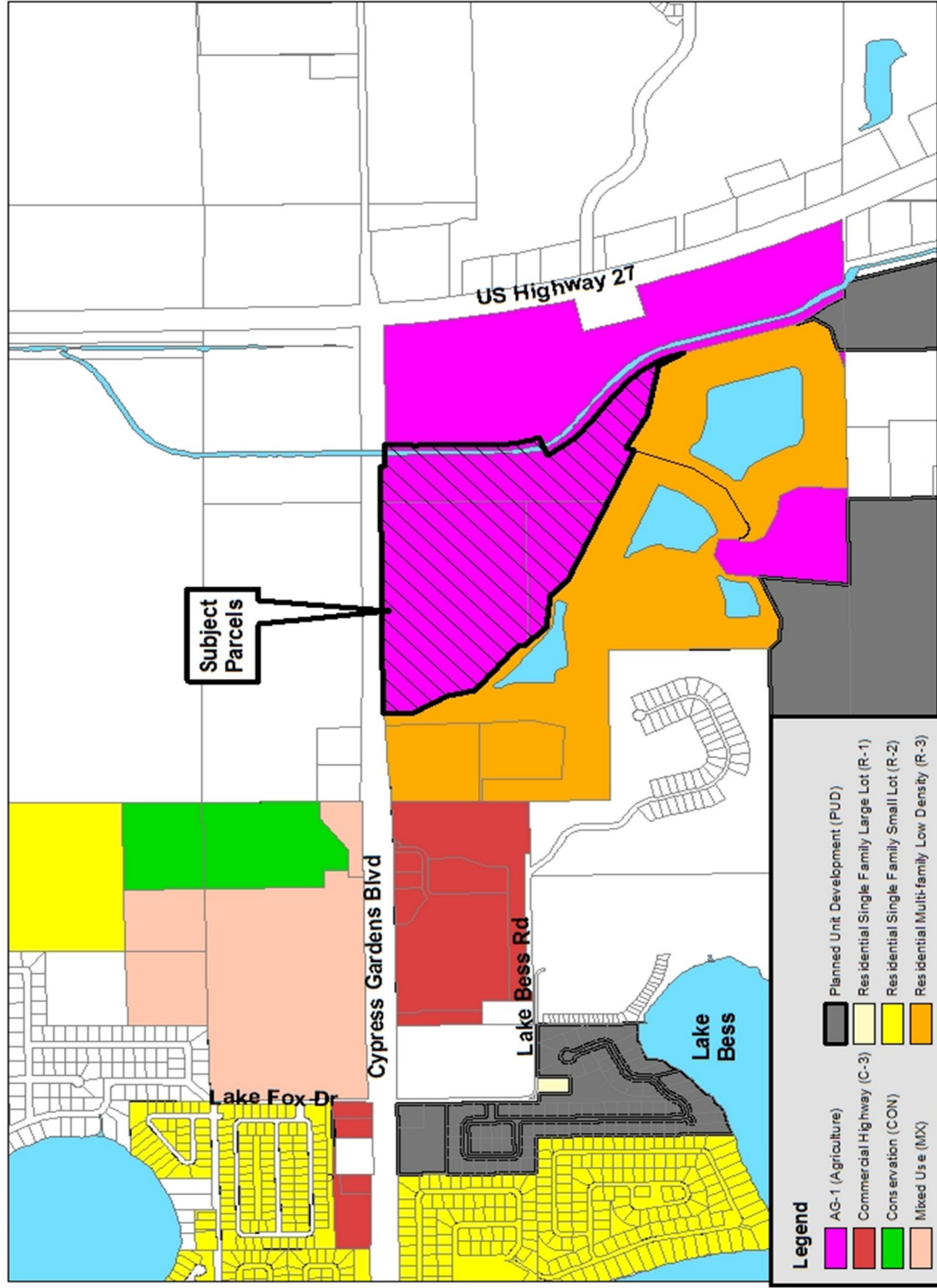
Staff recommends the City Commission approve Ordinances O-18-54 and O-18-55 on second reading and final adoption.

**ATTACHMENTS:**

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-18-54
- Ordinance O-18-55

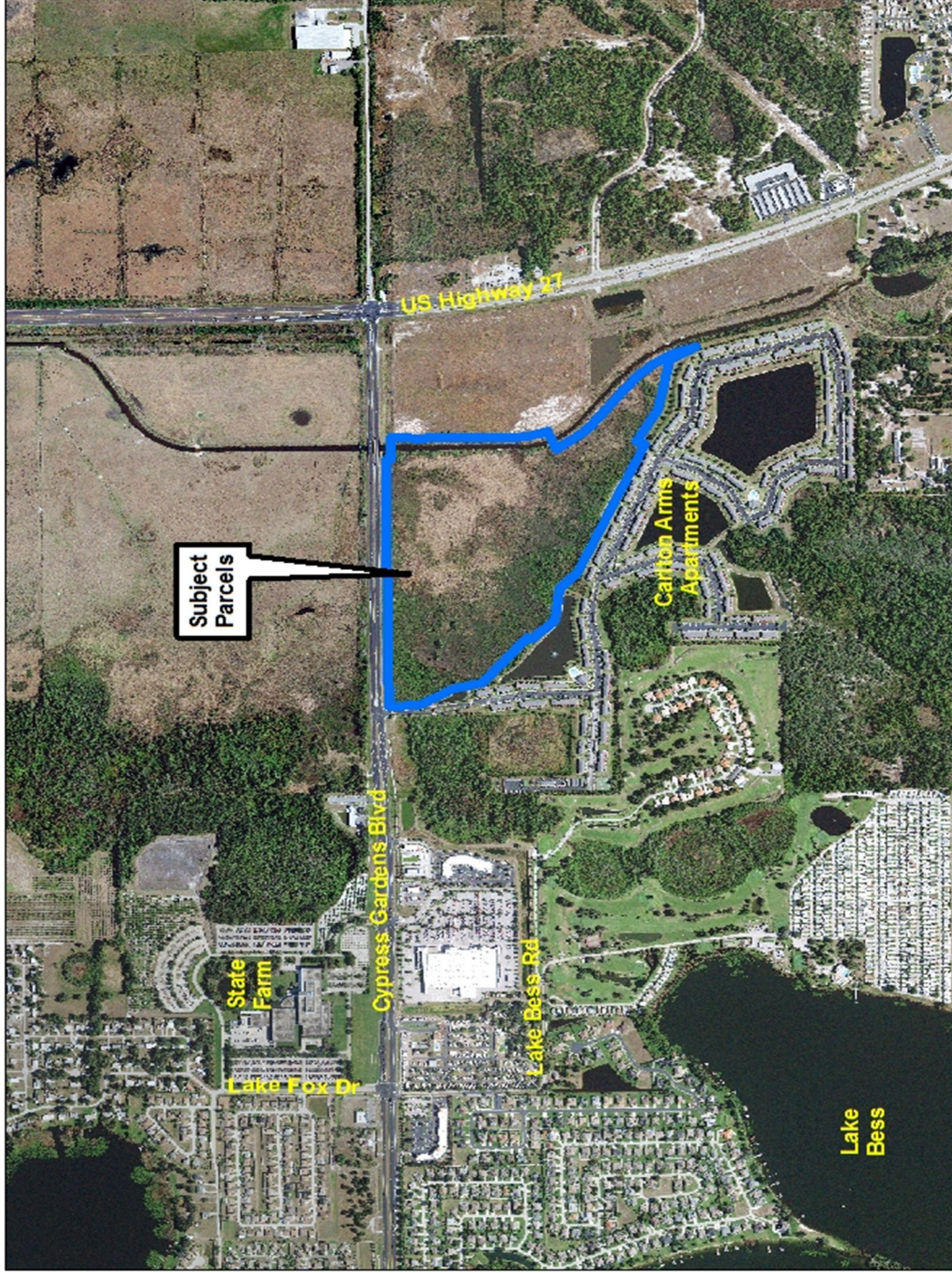






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**ORDINANCE NO. O-18-54**

AN ORDINANCE AMENDING ORDINANCE 11-03, THE 2025 WINTER HAVEN COMPREHENSIVE PLAN, BY REVISING THE FUTURE LAND USE MAP SERIES BY AMENDING THE FUTURE LAND USE ON THREE (3) PARCELS FROM RESIDENTIAL ESTATE AND CONSERVATION TO REGIONAL ACTIVITY CENTER; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27. The area covered by this request is 84.16± acres.)

WHEREAS, a proposed amendment to the Winter Haven Comprehensive Plan, Future Land Use Map Series, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the proposed amendment has been transmitted to, and returned from, the State of Florida in accordance with Chapter 163 of the Florida Statutes; and,

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven;

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That the Future Land Use Map Series of the Comprehensive Plan of the City of Winter Haven, Florida, is hereby amended by re-designating the areas as shown on Exhibit "A" from "Residential Estate" and "Conservation" Future Land Uses to "Regional Activity Center" Future Land Use; as classified by the City of Winter Haven's Future Land Use Element.
2. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission.



3. All ordinances in conflict herewith are hereby repealed.
4. The effective date of this plan amendment shall be: the date a final order is issued by the State Land Planning Agency (Department of Economic Opportunity's Community Planning and Development Office) finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.

INTRODUCED on first reading this 9<sup>th</sup> day of October, 2018.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF WINTER HAVEN, FLORIDA

\_\_\_\_\_  
MAYOR-COMMISSIONER

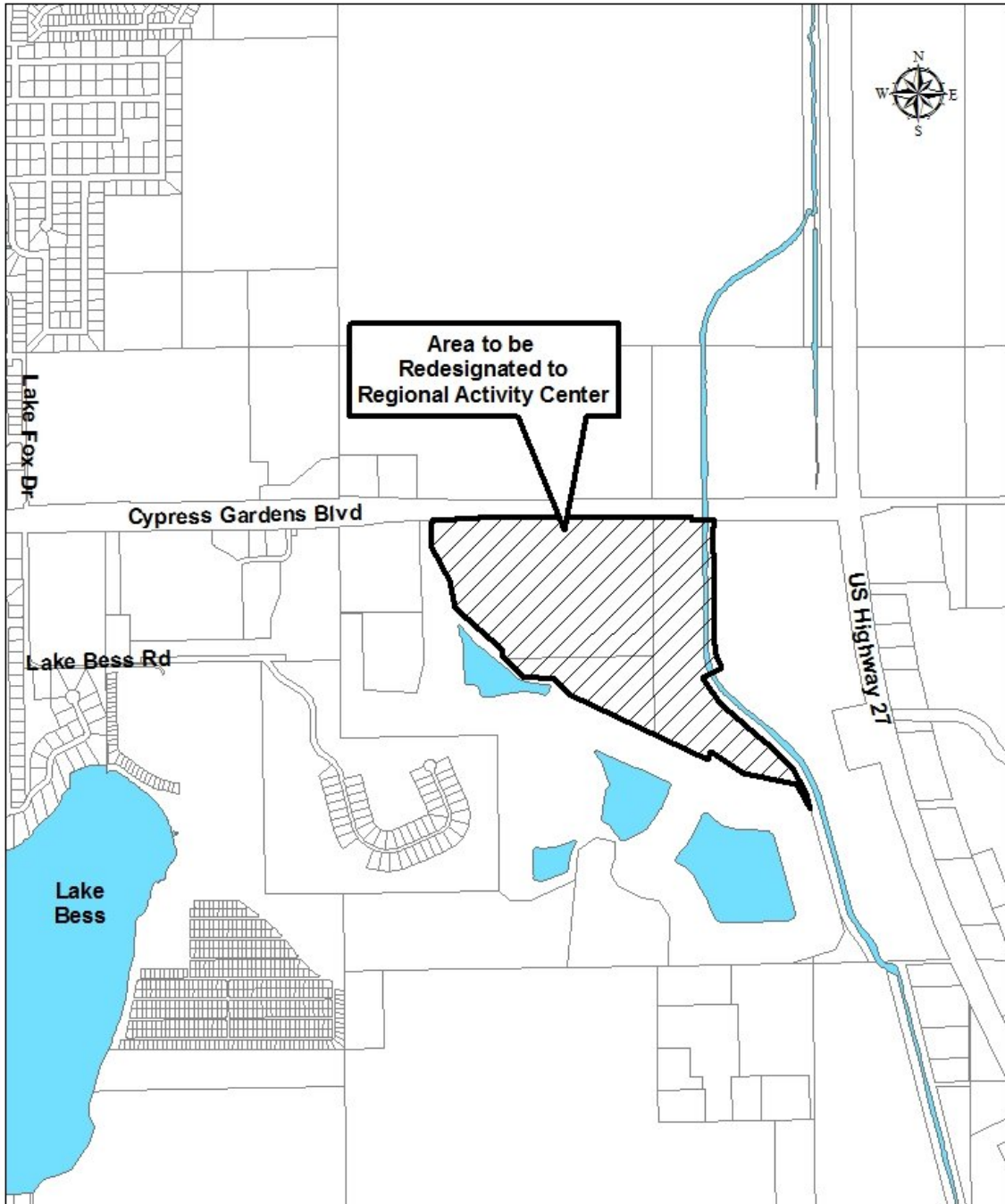
ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

Exhibit "A"



**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
December 10, 2018**

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**DATE:** November 19, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Director  
Eric Labbe, Planning Manager

**FROM:** Sean Byers, Principal Planner

**SUBJECT:** **Ordinance O-18-54:** Request by Ashton Land Development, LLC to amend the Future Land Use on three (3) parcels from Residential Estate and Conservation to Regional Activity Center. **General Location:** Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27. The area covered by this request is 84.16± acres; and

**Ordinance O-18-55:** Request by Ashton Land Development, LLC to rezone three (3) parcels from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. **General Location:** Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27. The area covered by this request is 84.16± acres

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**BACKGROUND:**

Ashton Land Development, LLC, petitioner, requests the City amend the Future Land Use on three (3) parcels from Residential Estate and Conservation to Regional Activity Center, and to rezone the same parcels from Agriculture (AG-1) zoning district to Planned Unit Development (PUD) zoning district. The property subject to this request is generally located south of Cypress Gardens Boulevard, approximately 1,050 feet west of US Highway 27. The undeveloped property contains approximately 84.16± acres and consists of uplands and lowlands.

Earlier this year, the petitioner completed several geologic and environmental studies of the subject property's wetlands and floodplains. These studies found the soils and vegetation to be of low quality, and can actually be improved through development on the property. Based on these findings, the petitioner proposes to develop the property with a mixed-use development containing approximately 111,000 square feet of commercial space and 500 multi-family residential units. Due to the existing muck conditions and floodplain mitigation, approximately 35 acres will remain as open space upon completion of the development. Access to the property will be from Cypress Gardens Boulevard.

Amending the Future Land Use on 84.16 acres to Regional Activity Center will result in increased development potential on the subject property over the current adopted Residential Estate (30.5 acres) and Conservation (53.7 acres) Future Land Uses. This is illustrated in the table below.

Intensity Tier	Maximum Potential Residential Development		Maximum Potential Commercial Development		Current Maximum Development Potential (Res Estate & Conservation)	Net Change
	Maximum Permitted Density	Total Units	Maximum Permitted FAR	Total Square-footage		
1	0.0 units/ac	0	100% of 2.0	7,326,792 sf	66 units; 0 sf Commercial	Increase by 66 units & 7,326,792 sf
2	10.0 units/ac	841	90% of 2.0	6,594,113 sf		Increase by 775 units & 6,594,113 sf
3	13.0 units/ac	1,093	80% of 2.0	5,861,434 sf		Increase by 1,027 units & 5,861,434 sf
4	17.0 units/ac	1,430	70% of 2.0	5,128,754 sf		Increase by 1,364 units & 5,128,754 sf
5	20.0 units/ac	1,682	60% of 2.0	4,396,075 sf		Increase by 1,616 units & 4,396,075 sf
6	24.0 units/ac	2,018	50% of 2.0	3,663,396 sf		Increase by 1,952 units & 3,663,396 sf
7	28.0 units/ac	2,355	40% of 2.0	2,930,717 sf		Increase by 2,289 units & 2,930,717 sf

Per Future Land Use Policies 1.3.1, 1.3.4C, and 1.5.1

The requested PUD addresses the following development requirements: Lot and building standards, principal land uses, landscaping, signage, access management, and floodplain and wetland mitigation.

As these requests contained a Future Land Use amendment in excess of 10 acres, the Future Land Use amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and other state and local agencies on October 9, 2018, for review. Following this review, DEO issued no comments or objections to the request.

**INFRASTRUCTURE:**

City water and sewer services are available to the subject property. While maximum theoretical development of the property may require up to 1.76 million gallons of potable water capacity and 1.55 million gallons of wastewater capacity on a daily basis, the requested PUD will provide significant development limitations on the property, thereby lowering potential demands. Likewise, maximum development of the property may result in up to 36,780 peak-hour trips (7,327 x 5.02 trips) onto Cypress Gardens Boulevard; however limitations imposed by the PUD will significantly lower the number of trips. The table below outlines the expected potential demands on the supporting utility and roadway infrastructure based on the PUD conditions.



Type of Infrastructure	Existing Capacity (May 31, 2018)	Vested Demands	Potential New Demands (500 du + 256,500sf)	Remaining Capacity
<b>Potable Water and Sewer</b>				
Potable Water	4,160,000 g/d	586,700 g/d	187,560 g/d	3,385,740 g/d
Sewer (WWTP 3)	3,575,000 g/d	386,250 g/d	164,502 g/d	3,024,248 g/d
<b>Transportation</b>				
Cypress Gardens Blvd E.B. (PM Peak-hour)	888 trips (2017)	0 trips	805 trips	83 trips
Cypress Gardens Blvd W.B. (PM Peak-hour)	932 trips (2017)	0 trips	773 trips	159 trips

The proposed 500 multi-family units may generate up to 139 students as illustrated in the table below. At this time, there is sufficient capacity at the zoned middle and high schools; however there is insufficient capacity at the zoned elementary school, Chain of Lakes. The applicant must demonstrate available capacity at public schools prior to site plan approval for the multi-family units. Should, at the time of site plan review, there be insufficient capacity at any of the zoned schools or an adjacent school, the developer will be required to work with the Polk County School Board to mitigate the needed capacity for this project.

<b>Public Schools</b>			
Zoned School	Existing Capacity	Potential Demands	Remaining Capacity
Chain of Lakes Elementary	11 seats	76 students	-65 seats
McLaughlin Middle	373 seats	29 students	344 seats
Winter Haven High	62 seats	34 students	28 seats

**SURROUNDING USES:**

Surrounding uses include wetlands and pasture land to the north, vacant uplands and the Peace Creek to the east, and the 1,000-unit Carlton Arms apartment complex to the south and west. The subject property is located at the far eastern end of the highly urbanized Cypress Gardens Boulevard corridor, and represents one of the last undeveloped parcels on the corridor.

**COMPREHENSIVE PLAN:**

The subject property is designated as a combination of Residential Estate and Conservation Future Land Uses assigned to the property in 2011, as part of the adoption of the 2025 Comprehensive Plan. At the time these designations were assigned, staff had limited data on the limits and quality of the wetlands and floodplains located on the property, and was unable to determine what, if any, development potential existed. Based on information submitted by the petitioner, there appears to be some development potential of the property utilizing appropriate remediation activities which could be approved by State and Federal agencies. Additionally, conditions associated with a companion Planned Unit Development zoning request will further address development of the property while protecting restored wetland and floodplain areas on the property.

**NOTIFICATION:**

All public notification requirements for this request were met.

**CONCLUSION:**

The subject property presently consists of wetlands, floodplains, and muck associated with the Peace Creek Canal. Should the developer successfully obtain the necessary State and Federal permits to reclaim the property, and create a developable area, the proposed development has the potential to add economic value to the City and to improve the natural function of the wetlands and floodplain. Furthermore, the proposed residential development is consistent with the adjacent Carlton Arms Apartment community, while the proposed commercial components are consistent with the existing development pattern along the Cypress Gardens Boulevard corridor.

**FINANCIAL IMPACT:**

There is no financial impact to the City with this request.

**PLANNING COMMISSION RECOMMENDATION:**

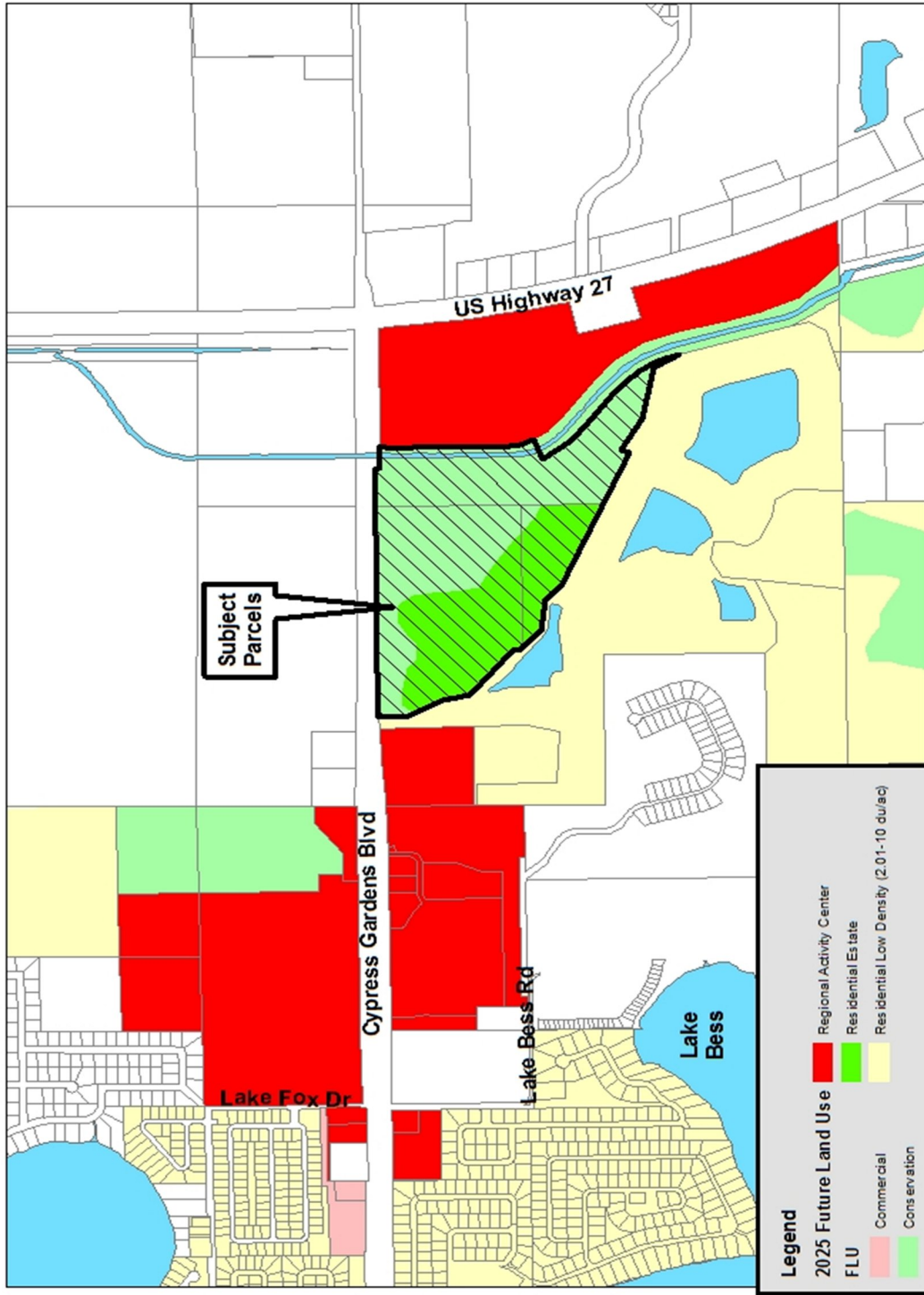
The Planning Commission, at its September 4 meeting, unanimously voted to recommend approval of this request. There were no public comments.

**RECOMMENDATION:**

Staff recommends the City Commission approve Ordinances O-18-54 and O-18-55 on second reading and final adoption.

**ATTACHMENTS:**

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-18-54
- Ordinance O-18-55



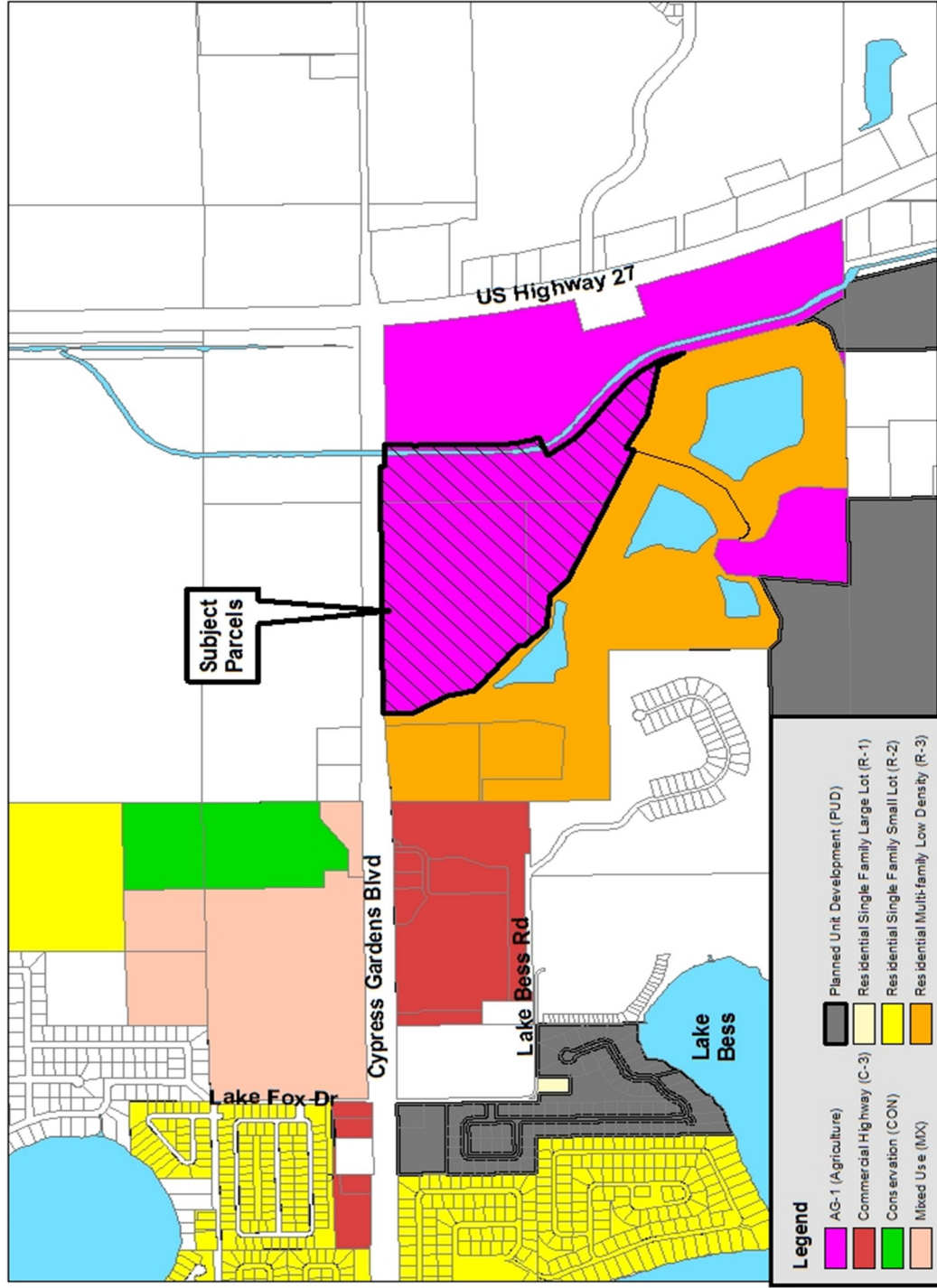
**Legend**

**2025 Future Land Use**

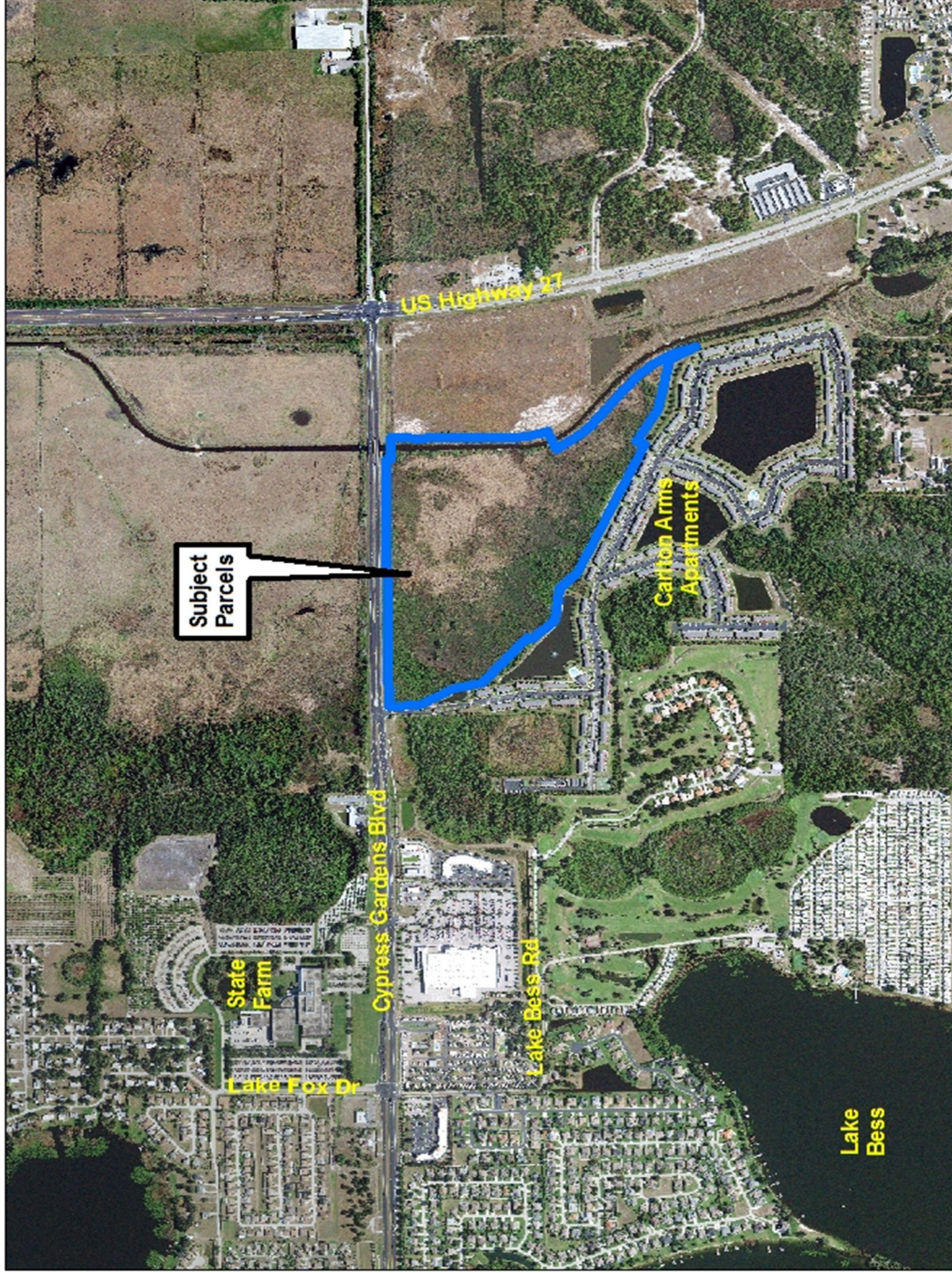
<span style="color: red;">■</span>	Regional Activity Center
<span style="color: yellow;">■</span>	Residential Estate
<span style="color: lightgreen;">■</span>	Residential Low Density (2.01-10 du/ac)
<span style="color: pink;">■</span>	Commercial
<span style="color: green;">■</span>	Conservation

The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (or press or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.









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**ORDINANCE NO. O-18-55**

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING THREE PARCELS FROM AGRICULTURE (AG) ZONING DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: Three vacant parcels generally located south of Cypress Gardens Boulevard and approximately 1,050 feet west of US Highway 27. The area covered by this request is 84.16± acres.)

WHEREAS, there has been a request to rezone the properties described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER HAVEN, FLORIDA, AS FOLLOWS:

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit "A" attached hereto and made part of this ordinance, from Agriculture (AG) zoning district to Planned Unit Development (PUD) zoning district.

2. The rezoning to Planned Unit Development (PUD) shall be subject to the following conditions:

A. Uses shall be limited to the following: Apartments (including customary accessory uses); offices; personal services; hotels; retail (excluding automotive, watercraft, and heavy equipment sales, leasing and storage); restaurants (including drive through and walk-up windows); convenience stores with fuel sales; and indoor recreation.

B. Lot and building requirements shall be as follows:

Lot and Building Requirement			Standard
Lot Area			Minimum 43,500 square feet
Lot Width			Minimum 150 feet
Setbacks	Stand-alone Commercial Uses	Cypress Gardens Blvd	Minimum 10 feet; Maximum 62 feet
		Side yard	Minimum 5 feet
		Carlton Arms Entrance Road	Minimum 10 feet
		Rear yard	Minimum 10 feet
	Multi-family Uses	Cypress Gardens Blvd	Minimum 45 feet
		Carlton Arms Entrance Road	Minimum 20 feet
		Adjoining Parcels	Minimum 15 feet
	Peace Creek		Minimum 40 feet from edge of canal bank
Wetlands		Minimum 25 feet from jurisdictional line	
Building Height	Multi-family		Maximum 3 floors up to 42 feet above grade
	Commercial	Retail, Restaurants, or Offices	Maximum 3 floors up to 42 feet above grade
		Hotel	Maximum 5 floors up to 65 feet above grade
Maximum Development Intensity		Residential	500 units
		Commercial	256,500 square feet
Impervious Surface Area			Maximum 70 percent

C. Landscaping.

1. A minimum 7.5-foot wide buffer shall be installed along Cypress Gardens Boulevard. The buffer shall contain, at a minimum, the following plantings:

Planting Type	Minimum Requirement
Overstory Tree	1 per 100 linear feet
Understory Tree	4 per 100 linear feet
Small/Medium Shrub	10 per 100 linear feet

2. A minimum 10-foot wide buffer shall be installed between the stand-alone commercial uses and any adjoining off-site residential building. The buffer shall contain, at a minimum, the following:

Planting Type	Minimum Requirement
Overstory Tree	2 per 100 linear feet
Understory Tree	4 per 100 linear feet
Large Shrub	5 per 100 linear feet
Fence Requirement	6-foot Opaque Fence

3. A minimum 7.5-foot wide buffer shall be installed between the stand-alone commercial uses and any adjoining on-site residential building. The buffer shall contain, at a minimum, the following:

Planting Type	Minimum Requirement
Overstory Tree	2 per 100 linear feet
Understory Tree	4 per 100 linear feet
Large Shrub	4 per 100 linear feet
Fence Requirement	Optional 6-foot Opaque Fence

4. Tree canopy coverage of parking and driveway areas.

The developer shall install and maintain tree canopy coverage equal to 40 percent of the impervious driveway and parking areas on site. Tree canopy coverage shall be achieved through the use of a variety of at least 4 different species of trees selected from the table below.

Permitted Tree		Canopy Credit
Common Name	Botanical Name	
Shumard oak	Quercus shumardii	1,250 square feet
Sand live oak	Quercus geminata	500 square feet
Red maple	Acer rubrum	700 square feet
Sweetgum	Liquidambar styraciflua	700 square feet
Florida elm	Ulmus americana var. floridana	700 square feet
Winged elm	Ulmus alata	700 square feet
Crape myrtle	Lagerstroemia indica	125 square feet
Tabebuia	Tabebuia chrysotricha Tabebuia heptaphylla Tabebuia impetiginosa	500 square feet
Longleaf pine	Pinus palustris	500 square feet
Slash pine	Pinus elliottii	500 square feet
Sand pine	Pinus clausa	500 square feet
Bald cypress	Taxodium distichum	500 square feet



5. The use of Florida Friendly plantings shall be required.

D. Architectural standards.

The following architectural design standards shall apply to all development authorized by this PUD:

1. The exterior façades of all enclosed buildings shall consist of either: concrete, stucco, split-face masonry, brick, or vinyl/masonry siding mimicking wood siding.
2. On-site parking for commercial parcels shall be limited to the following locations:
  - a. Within the rear portion of the parcel behind the building;
  - b. To the side of building, rearward of the front building elevation; and
  - c. A single row of parking spaces located between the drive aisle and the building.
3. Fuel islands shall only be placed to the rear of the principal structure. When a fuel island is located adjacent to a residential use, the minimum buffer yard width shall be increased to 10 feet, the number of understory trees shall be increased to 5 per 100 linear feet, the number of overstory trees shall be increased to 3 per 100 linear feet, and a 6-foot opaque fence or wall shall be installed as part of the buffer.

E. Signage.

1. Ground Signs. Ground signs for free-standing commercial businesses shall be in the form of monument style signs permitted as follows:

<b>Roadway Frontage</b>	<b>Maximum Area</b>	<b>Maximum Height</b>
Cypress Gardens Blvd	96 square feet	15 feet
Rear Access Drive	48 square feet	8 feet

All ground signs shall maintain a minimum separation of 200 feet from each other on any one parcel's frontage.

2. Building Signs. Exterior building mounted signage for free-standing commercial businesses shall be permitted at a ratio of 1.50 square foot per linear foot of storefront fronting Cypress Gardens Boulevard; however, signage for a single storefront shall not exceed a maximum of 100 square feet. Building mounted signage may only be placed on the front and side elevations of the building.

3. Electronic Message Center Signs. Electronic Message Center signs shall only be permitted when it is included as part of a standard static sign. Electronic Message Center signs shall be limited to a maximum of 25 percent of the total sign copy area of the sign structure within which it is located. Electronic Message Center signs shall not be animated and shall not change messages more frequently than once every 5 seconds. Electronic Message Center signs shall only be permitted on the Cypress Gardens Boulevard frontage.
4. Directional signs up to 3 square feet in area and window signs not exceeding 33 percent of a storefront's window area shall be exempt from the above maximum sign area limitations.
5. Residential signs. A single identification sign for the multi-family portion of the development up to 32 square feet shall be permitted at the entrance to the multi-family use. An additional directional sign up to 32 square feet in area may be permitted to advertise those businesses located within the multi-family buildings. Individual businesses within multi-family buildings shall be permitted a single wall sign up to a maximum of 24 square feet in area.

F. Transportation.

1. Access to the lands subject to this ordinance shall be restricted to three entrances from Cypress Gardens Boulevard.
2. All parcels shall provide for cross-access driveways between each parcel, and the ability to provide cross-access to adjoining off-site parcels unless deemed impractical due to physical site limitations.
3. A minimum 6-foot sidewalk shall be installed along the development's frontage with Cypress Gardens Boulevard. This sidewalk shall connect to the sidewalk located to the west.
4. Minimum 5-foot sidewalks shall connect the multi-family residential areas with the fronting commercial areas and the 6-foot sidewalk along Cypress Gardens Boulevard.

G. Schools. School concurrency shall be reviewed at the time of site plan submittal. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.

H. Upon completion and approval of the floodplain and wetland mitigation areas, the property owner shall make application to amend the Future Land Use Map to Conservation for the floodplain and wetland mitigation areas.

- I. All development shall be in general accordance with the conceptual site plan attached hereto as Exhibit "B."
- J. All other land development requirements not covered by this Planned Unit Development ordinance shall apply.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. All ordinances in conflict herewith are hereby repealed.

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-18-54; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 9<sup>th</sup> day of October, 2018.

PASSED on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF WINTER HAVEN, FLORIDA

\_\_\_\_\_  
MAYOR-COMMISSIONER

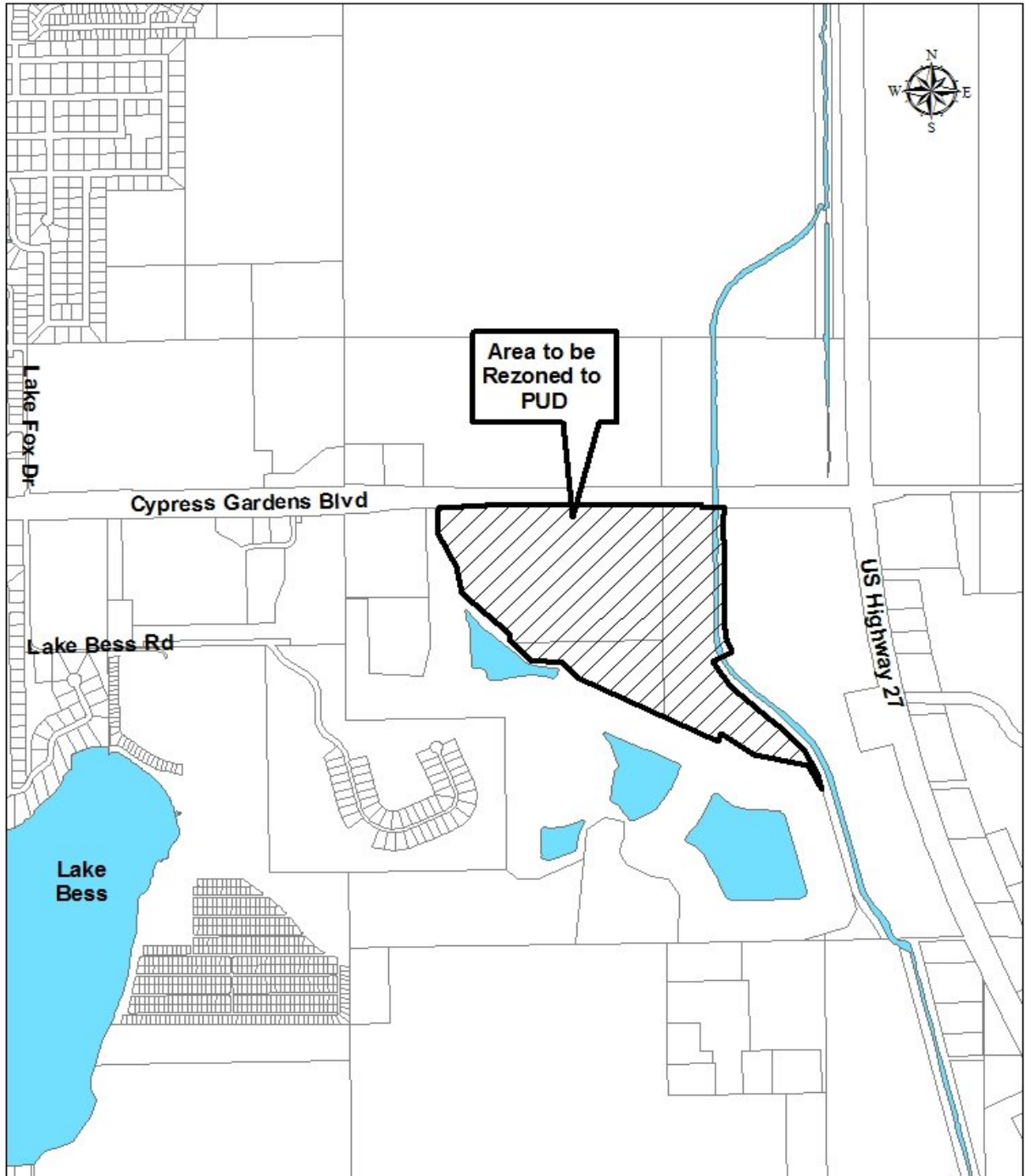
ATTEST:

\_\_\_\_\_  
CITY CLERK

Approved as to form:

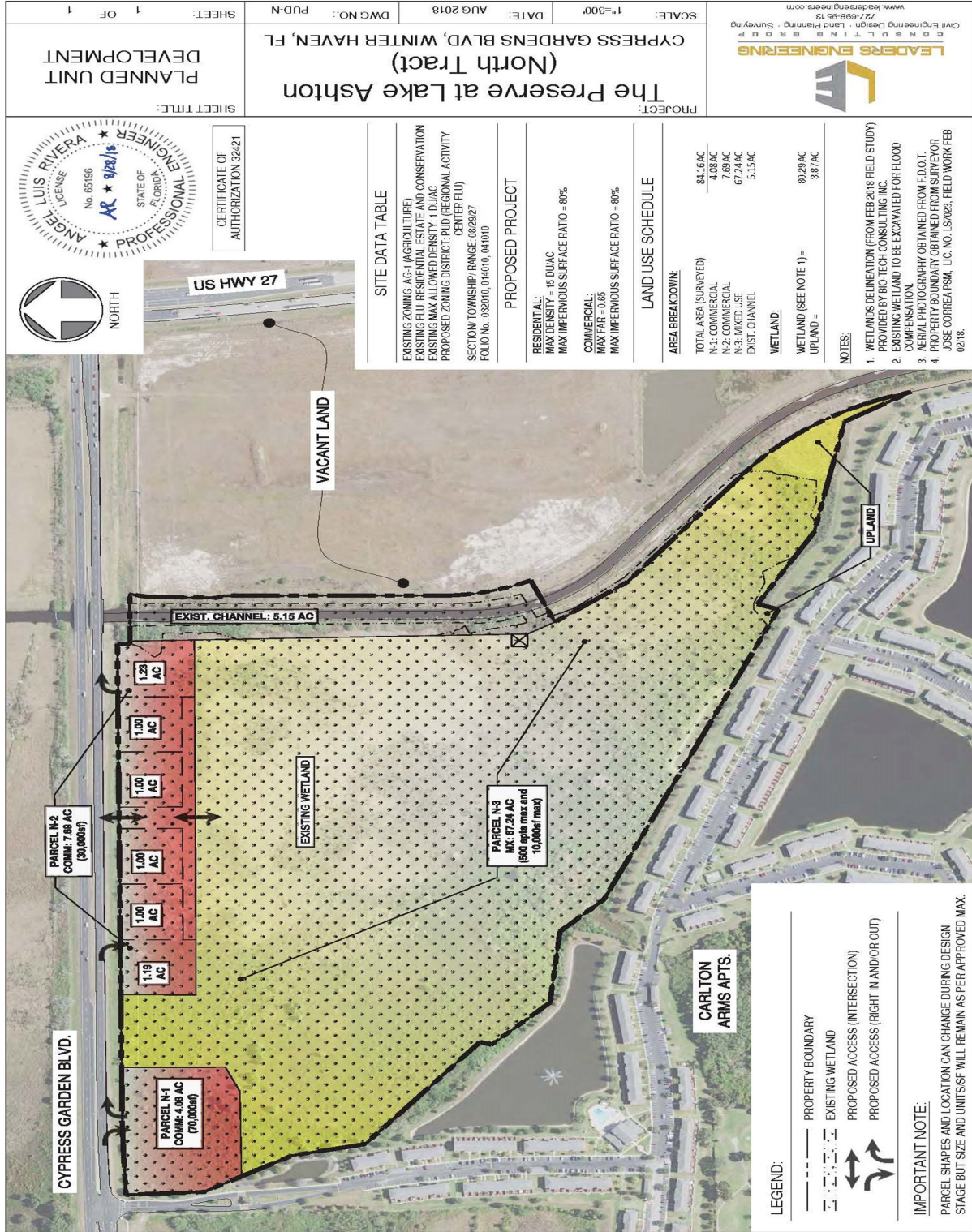
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CITY ATTORNEY

Exhibit "A"





## Exhibit "B" Conceptual Site Plan



**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
DECEMBER 10, 2018**

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**DATE:** November 7, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager

**FROM:** Gary M. Hubbard, Utility Services Department Director

**SUBJECT:** Task Order #14 with Atkins Engineering (Orlando, FL) for Final 100% Design and Construction Permitting on the S.R. 542 Phase II Utility Relocation Project. Buckeye Loop Rd. to just East of SR 27.

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**BACKGROUND:**

The FDOT has initiated a design project for the roadway improvements along State Route (SR) 542 in Polk County, Florida. The Part II design of the project, from Buckeye Loop Road to just east of US 27, is currently in design by the Engineer of Record, Atkins Engineering. Anticipated improvements planned are the widening of SR 542 from Buckeye Loop Road to just East of US 27, including four traffic lanes with a center median, improved sidewalks and drainage as well as a bicycle lane, plus other improvements.

The City of Winter Haven has water and wastewater systems within the FDOT right-of-way and existing easements that may be in direct conflict with the Phase II road, drainage, lighting, and signalization design. Atkins is currently under contract to provide 90% design services for the adjustment of these utilities. The 90% plans were submitted in June of 2016. Task Order #14 is to provide design and permitting services for the adjustment of the utilities based on the preliminary design documents up to 100% completion. Additionally, the Consultant will design two, 2-inch fiber optic PVC conduits from Peace Creek to US 27 and a Reuse water main from Country Club Road west to Peace Creek, and from Ohio Avenue east to US 27.

**TASK 1: Coordinate with the City and FDOT Utility Coordinator**

- The Consultant will meet with the City up to four times to review progress on the letter requesting to enter into agreement with FDOT for a UWHCA project.

**TASK 2 – UWHCA Design**

The UWHC design from Buckeye Loop Road to Peace Creek was previously submitted as the 90% preliminary design. The new UWHC Design Includes:

- Approximately 6,000 linear feet of new 12" reuse water main from Peace Creek east to Country Club Drive.
- Approximately 2,000 linear feet of new 12" reuse water main and twin 2" PVC conduits future fiber optic cable needs from Ohio Avenue east to US 27.
- Ultimately, the new work shall be incorporated into the 90% preliminary design submittal, then taken to 100% final design.

### **TASK 3 – UWHCA 100% FINAL DESIGN**

- The consultant will update the 90% preliminary design technical special provisions to develop 100% technical special provisions to FDOT's technical specifications.
- The consultant will update the 90% preliminary design estimate of probable construction costs to develop the 100% estimate of probable construction costs.
- The Consultant will update the 90% preliminary design utility work schedule to develop the 100% utility work schedule.

### **TASK 4 – FDOT SUBMITTALS**

- The Consultant will assist the City in obtaining the necessary permits for this project.

### **TASK 5 – PERMITTING SERVICES**

- The Consultant will prepare the Phase III, Phase III-R, and Phase IV submittals to FDOT for review during their electronic review comments process prior to the project being accepted for the letting date.

### **FISCAL IMPACT:**

The tasks proposed by Atkins will be performed under the Continuing Contract, RFQ 13-49. The cost associated with the design and permitting services as proposed by Atkins is \$89,722 and will be paid from the Cost Center 322 (Water Maintenance) and 323 (Sewer Maintenance) within the 2019/2020 fiscal year budget.

### **RECOMMENDATION:**

Staff recommends the City Commission authorize the City Manager to sign the attached Task Order #14 with Atkins for 100% Utility Design and Permitting associated with the S.R. 542 Phase II Project and take any and all other necessary actions related thereto.

### **ATTACHMENT:**

Task Order #14 with Atkins S.R. 542 Phase II Utility Adjustments, Design, Permitting, FDOT Coordination and Final Design.

**TASK ORDER #14  
EXHIBIT A  
SCOPE OF SERVICES  
CITY OF WINTER HAVEN  
S.R. 542 BUCKEYE LOOP ROAD TO US 27 (PART II)  
UTILITY ADJUSTMENTS, DESIGN, PERMITTING, AND FDOT COORDINATION  
FINAL DESIGN  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)  
FPID 410666-3-56-01**

## **INTRODUCTION**

The FDOT has initiated a design project for the roadway improvements along State Route (SR) 542 in Polk County, FL. The Part II design of the project, from Buckeye Loop Road to just east of US 27, is currently in design by the Engineer of Record (EOR), Atkins. Anticipated improvements planned are the widening of SR 542 from Buckeye Loop Road to just east of US 27, including four travel lanes with median, improved sidewalks and drainage as well as a bicycle lane along with other improvements.

The City of Winter Haven, FL (CITY) has water and wastewater systems within the FDOT Right-of-Way (ROW) and existing easements that may be in direct conflict with the Part II road, drainage, lighting, and signalization design. The CITY desires the identification of conflicts between the CITY utilities and the proposed design. Atkins' (CONSULTANT) is under contract to provide preliminary design services for the adjustment of these utilities. This scope of work is to provide design and permitting services for the adjustment of the utilities based on the preliminary design documents. Additionally, the CONSULTANT will design two two-inch fiber optic PVC conduits from Buckeye Loop Road to Peace Creek and a Reuse Watermain from Country Club Road South to Peace Creek. The CONSULTANT submitted 90% Preliminary design documents to the CITY in September 2016.

FDOT is moving forward with the project and the preliminary design needs to be taken to 100% Final Design. Since the preliminary design was submitted, the CITY has decided to extend the 12" reuse water main and the two (2) two-inch fiber optic PVC conduits.

## **TASK 1. Coordination with City and FDOT Utility Coordinator**

The CONSULTANT will assist the CITY in preparation of the desired Utility Work By Highway Contractor Agreements (UWHCA). Construction and engineering costs for any existing utilities within a CITY utility easement or on City owned property that must be relocated due to impacts by FDOT roadway improvements may be subject to reimbursement by FDOT. The CONSULTANT will review available easement information to assist the CITY in determining if reimbursement agreements should be requested. The assistance provided by the CONSULTANT will include the following:

- 1.1 The CONSULTANT will meet with the CITY up to four (4) times to review progress on the letter requesting to enter into agreement with FDOT for a UWHCA project.
- 1.2 The CONSULTANT will attend one meeting with the Utility Coordinator to the letter requesting to enter into agreement with FDOT for a UWHCA project.



**TASK 1. Deliverables:**

- ❖ Attendance at scheduled meetings

**TASK 2. UWHCA Design**

The UWHC design from Buckeye Loop Road to Peace Creek were previously submitted as the 90% preliminary design. The UWHC design of the new portion of the project includes the following:

- New 12" reuse water main from Peace Creek east to Country Club Drive – Approximately 6,000 linear feet. See Exhibit A.
- New 12" reuse water main and twin 2" PVC conduits future FOC from Peace Creek east to US 27 – Approximately 2,000 LF. See Exhibit B.

Ultimately, the new work start be incorporated into the 90% Preliminary Design Submittal, then taken to 100% Final Design.

- 2.1. The CONSULTANT will prepare 60% construction plans for the new design from Peace Creek to US 27. The construction plans will be prepared using Microstation and, when required, will conform to the FDOT standards for plans preparation.
- 2.2. The CONSULTANT will submit electronic PDF copies of the 60% UWHCA documents to the CITY for review and comment. This submittal will include only the 60% drawings for the new design.
- 2.3. The CONSULTANT will meet with the CITY to review and discuss the 60% UWHCA documents.
- 2.4. The CONSULTANT will incorporate the CITY review comments into the 60% UWHCA documents.
- 2.5. The CONSULTANT will prepare 90% construction plans for the new design from Peace Creek to US 27. The construction plans will be prepared using Microstation and, when required, will conform to the FDOT standards for plans preparation.
- 2.6. The CONSULTANT will submit electronic PDF copies of the 90% UWHCA documents to the CITY for review and comment. This submittal will include only the 90% drawings for the new design.
- 2.7. The CONSULTANT will meet with the CITY to review and discuss the 90% UWHCA documents.
- 2.8. The CONSULTANT will incorporate the CITY review comments into the 90% UWHCA documents.

**TASK 2. Deliverables:**

- ❖ Two 11"x17" paper copies and one electronic copy of the 60% Design Plans
- ❖ Two 11"x17" paper copies and one electronic copy of the 90% Design Plans

**TASK 3. UWHCA 100% Final Design**

The CONSULTANT will incorporate the new design, previously described in Task 3, with the 90% Preliminary Design submittal. Specific tasks include:

- 3.1.** The CONSULTANT will prepare 100% construction plans for the new design from Peace Creek to US 27. The construction plans will be prepared using Microstation and, when required, will conform to the FDOT standards for plans preparation.
  - 3.1.1.** The CONSULTANT will update the 90% Preliminary Design TSP to develop 100% Technical Special Provisions (TSP) to FDOT’s technical specifications, which will conform to FDOT’s TSP formatting and requirements.
  - 3.1.2.** The CONSULTANT will update the 90% Preliminary Design estimate of probable construction costs to develop the 100% estimate of probably construction costs for the utility work. This estimate will be based on the 100% design plans and specifications. The estimate will be broken down into reimbursable and non-reimbursable construction costs.
  - 3.1.3.** The CONSULTANT will update the 90% Preliminary Design Utility Work Schedule (UWS) to develop the 100% UWS. FDOT Form #710-010-005 will be used. The UWS will cover the work required for the highway construction project in the event the UAO rejects the bid. This UWS will be based on the 100% design plans and specifications.
  - 3.1.4.** The CONSULTANT will submit electronic PDF copies of the 100% UWHCA documents to the CITY for review and comment. These documents include the following:
    - 3.1.4.1.** 100% design plans,
    - 3.1.4.2.** 1000% TSPs,
    - 3.1.4.3.** 100% Estimate of probable construction costs, and
    - 3.1.4.4.** 100% UWS.
- 3.2.** The CONSULTANT will submit electronic PDF copies of the 100% UWHCA documents to the CITY for review and comment.
- 3.3.** The CONSULTANT will meet with the CITY to review and discuss the 100% UWHCA documents.
- 3.4.** The CONSULTANT will incorporate the CITY review comments into the 100% UWHCA documents.

**TASK 3. Deliverables:**

- ❖ Two 11”x17” paper copies and one electronic copy of the 100% Design Plans.
- ❖ Two paper copies and one electronic copy of the 100% TSP.
- ❖ Two paper copies and one electronic copy of the 100% UWS.
- ❖ Two paper copies and one electronic copy of the 100% estimate of probable construction cost.

**TASK 4. Permitting Services**

The CONSULTANT will assist the CITY in obtaining the necessary permits for this project as stated below:

- 4.1. The CONSULTANT will prepare the application and associated submittals for a Polk County Health Department (Florida Department of Environmental Protection (FDEP) Public Drinking Water permit and the FDEP for wastewater collection system as required.
- 4.2. The CONSULTANT will respond to requests for additional information (RAI) and attend up to two (2) meetings for the purposes of discussing and/or responding to an RAI.
- 4.3. The CONSULTANT will prepare FDOT ROW permit application.
- 4.4. The CONSULTANT will respond to requests for additional information (RAI) and attend up to two (2) meetings for the purposes of discussing and/or responding to an RAI.

**TASK 4. Deliverables:**

- ❖ One (1) electronic copy of all executed permit applications.

**TASK 5. FDOT Submittals**

The CONSULTANT will prepare the following submittals to FDOT for review during their ERC (Electronic Review Comments) process prior to the project be accepted for the letting date.

- 5.1. The CONSULTANT will prepare the Phase III/Phase III-R submittal.
- 5.2. The CONSULTANT will receive and address comments from FDOT and address/incorporate into the Phase IV Submittal.
- 5.3. The CONSULTANT will prepare the Phase IV submittal.
- 5.4. The CONSULTANT will provide up to three (3) resubmittals of the Phase IV submittal addressing comments from FDOT and the Utility Coordinator during the FDOT ERC process.

**TASK 5. Deliverables:**

- ❖ One (1) electronic copy of the Phase III/Phase III-R UWHCA submittal to the CITY.
- ❖ One (1) electronic copy of the Phase IV UWHCA submittal to the CITY.
- ❖ One (1) electronic copy of each resubmittal of the Phase IV UWHCA submittal to the City.

**ASSUMPTIONS**

The following assumption and exclusions have been made for this scope of services:

- Any addition reviews and submittals required by FDOT over the limits identified in this scope of work will be additional services.
- Construction phase services are not included in this scope of work.
- FDOT roadway plans are subject to change. Changes by the EOR at the direction of FDOT that conflict with and/or impact the utility design may require additional services.
- All proposed pipe sizes will be provided by the CITY.
- Modeling is not included in this scope of work.

- All utility coordination will take place through the Utility Coordinator. Coordination directly with other utility companies or FDOT not facilitated by the Utility Coordinator will be considered additional services.
- It is assumed that FDOT’s Traffic Control Plan (TCP) will be sufficient for the construction of all City-owned utilities. A separate TCP is not included in this scope of work.

**SCHEDULE**

The services contained in the Scope of Work will be based on the required schedule for both FDOT and the CITY. A detailed schedule will be provided within one week of the notice to proceed by the CITY. The CONSULTANT will coordinate any needed schedule changes with the CITY.

**COMPENSATION**

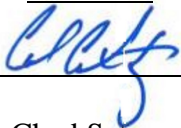
This work authorization establishes a lump sum cost of:

Task 1:	\$1,990.00
Task 2:	\$61,225.00
Task 3:	\$9,220.00
Task 4:	\$4,946.00
Task 5:	\$9,891.00
Reproduction & Mileage:	\$1,050.00
Permitting:	\$1,400.00
<b>TOTAL</b>	<b>\$89,722.00</b>

The fee total above includes all services to be as outlined in this scope of services. A full breakdown of costs is included in Exhibit C.

Attached: Exhibit A – Peace Creek to Country Club Road  
 Exhibit B – Peace Creek to US 27  
 Exhibit C – Project Budget

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials, this TASK ORDER #14 in duplicate on the respective dates indicated below.

CONSULTANT: ATKINS  
 SIGNED:   
 TYPED NAME: Chad Setzer, P.E.  
 TITLE: Project Manager  
 DATE: November 2, 2018

CITY: CITY OF WINTER HAVEN  
 SIGNED: \_\_\_\_\_  
 TYPED NAME: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

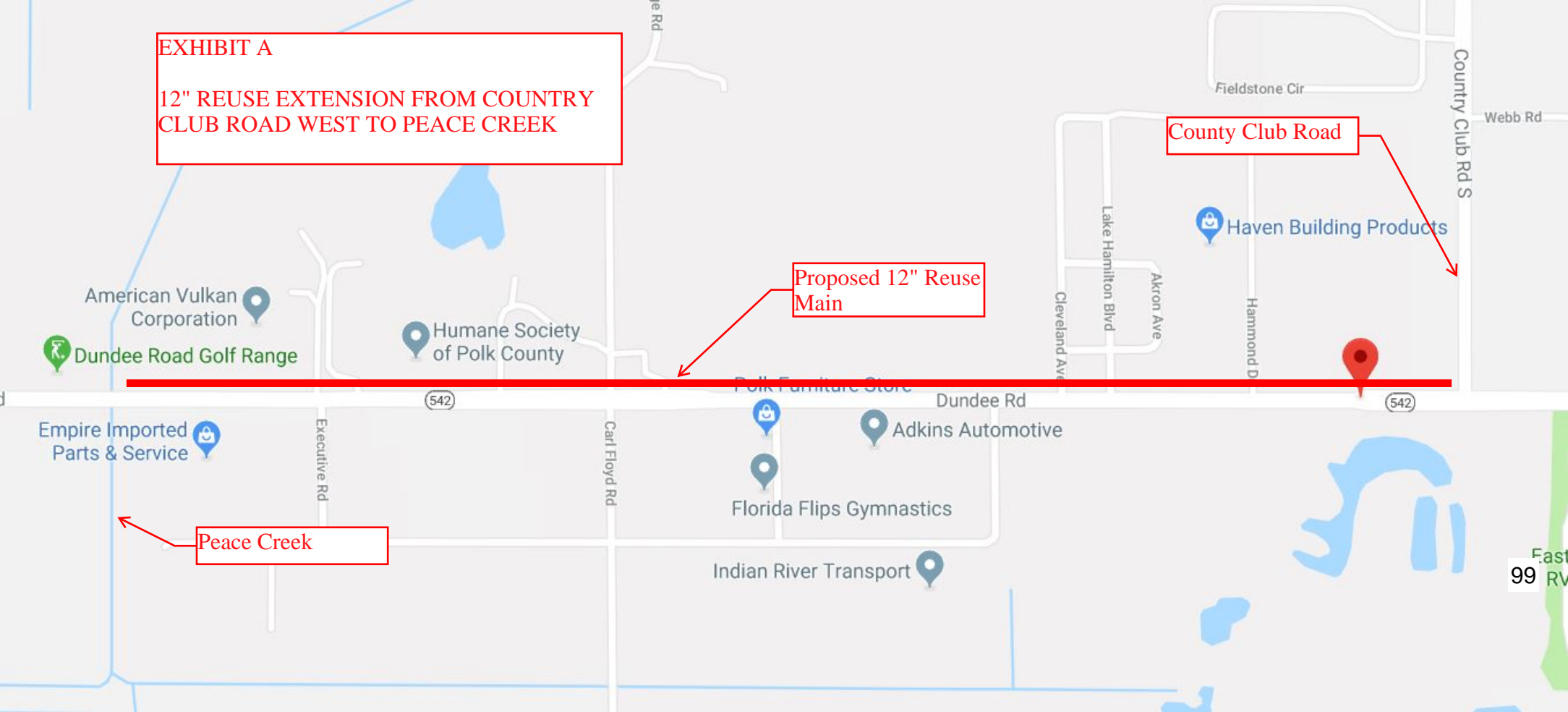


**EXHIBIT A**  
**12" REUSE EXTENSION FROM COUNTRY CLUB ROAD WEST TO PEACE CREEK**

County Club Road

Proposed 12" Reuse Main

Peace Creek



**EXHIBIT B**  
12" REUSE EXTENSION AND TWIN 2" PVC CONDUIT FROM PEACE CREEK EAST TO US 27

Proposed 12" Reuse Main and  
Twin 2" PVC Conduit for future FOC

Peace Creek

US 27



## Project Budget

**Exhibit C**  
**Task Order #14**  
**SR 542 UWHCA**

**City of Winter Haven**

Task Description							Budget		
	Sr Engineer IV	Project Manager	Engineer III	Sr. Designer I	Admin Coordinator	Total Hours	Labor	Non-Labor Fee	Total
<b>Task Group 1 - Coordination with FDOT and City</b>									
1. Meet with City up to two (2) times to review progress		4	6			10	\$ 1,327	\$ 300	\$ 1,627
2. Meeting with FDOT Utility Coordinator		2	3			5	\$ 663	\$ 150	\$ 813
<b>Subtotal</b>	-	6	9	-	-	15	\$ 1,990	\$ 450	\$ 2,440
<b>Task Group 2 - UWHCA Design for RWM and FOC Extension</b>									
1. Prepare 60% UWHCA plans	8	40	80	160		288	\$ 34,874		\$ 34,874
2. Summit to City for comment		2			2	4	\$ 483		\$ 483
3. 60% Review meeting with City		4	4			8	\$ 1,105	\$ 150	\$ 1,255
4. Incorporate City comments on 60% Submittal.		4	12	12		28	\$ 3,310		\$ 3,310
5. Prepare 90% UWHCA plans	4	20	40	80		144	\$ 17,437		\$ 17,437
6. Submit to City for comment.		2			2	4	\$ 483	\$ 150	\$ 633
7. 90% Review Meeting with City		4	4			8	\$ 1,105		\$ 1,105
8. Incorporate City comments on 90% Submittal.		4	8	8		20	\$ 2,428		\$ 2,428
<b>Subtotal</b>	12	80	148	260	4	504	\$ 61,225	\$ 300	\$ 61,525
<b>Task Group 3 - 100% UWHCA Design</b>									
1. Incorporate UWHCA design in Task 3 into existing 90% UWHCA design	4	8	16	16		44	\$ 5,752		\$ 5,752
2. Prepare UWHCA package and submit to the City for Review.		2			2	4	\$ 483	\$ 150	\$ 633
3. 100% Review meeting with City.		2	3			5	\$ 663		\$ 663
4. Incorporate commnets from the 100% Review with the City.		6	12			18	\$ 2,322	\$ 150	\$ 2,472
<b>Subtotal</b>	4	18	31	16	2	71	9,220	300	9,520

## Project Budget

**Exhibit C  
Task Order #14  
SR 542 UWHCA**

**City of Winter Haven**

Task Description							Budget		
	Sr Engineer IV	Project Manager	Engineer III	Sr. Designer I	Admin Coordinator	Total Hours	Labor	Non-Labor Fee	Total
<b>Task Group 4 - Permitting Services</b>									
1. Prepare, submit, and obtain PCHD and FDEP Permits.		4	8		2	14	\$ 1,699	\$ 1,400	\$ 3,099
2. Respond to RAI from PCHD and FDEP.		2	4			6	\$ 774		\$ 774
3. Prepare, submit, and obtain FDOT ROW permit application.		4	8		2	14	\$ 1,699		\$ 1,699
4. Response to RAI from FDOT ROW.		2	4			6	\$ 774		\$ 774
<b>Subtotal</b>	-	12	24	-	4	40	\$ 4,946	\$ 1,400	\$ 6,346
<b>Task Group 5 - FDOT Submittal</b>									
1. Prepare FDOT Phase III/Phase III-R Submittal.		4	8			12	\$ 1,548		\$ 1,548
2. Incorporate comments from FDOT ERC process.		4	8			12	\$ 1,548		\$ 1,548
3. Prepare FDOT Phase IV Submittal.		4	8		2	14	\$ 1,699		\$ 1,699
4. Incorporate comments from FDOT ERC process and submit up to three (3) additional Phase IV submittals.		12	24		6	42	\$ 5,096		\$ 5,096
<b>Subtotal</b>	-	24	48	-	8	80	\$ 9,891	\$ -	\$ 9,891
<b>Total</b>	16	140	260	276	18	710	87,272	2,450	89,722

Amounts shown are revenue.

<u>Personnel Category</u>	<u>\$/HR</u>
Sr. Engineer IV	\$223.90
Project Manager	\$165.76
Engineer III	\$110.58
Sr. Designer I	\$110.04



**Project Budget**

**Exhibit C  
Task Order #14  
SR 542 UWHCA**

**City of Winter Haven**

Task Description							Budget		
	Sr Engineer IV	Project Manager	Engineer III	Sr. Designer I	Admin Coordinator	Total Hours	Labor	Non-Labor Fee	Total
					Admin Coordinator		\$75.53		

**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
December 10, 2018**

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**DATE:** November 26, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager

**FROM:** Donna Sheehan, Assistant to the City Manager

**SUBJECT:** U.S. House of Representatives District Office Lease for Congressman  
Darren Soto

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**BACKGROUND:**

Congressman Darren Soto requests a renewed lease for office space in City Hall at the continued lease rate of \$350 per month. His staff will continue to use the space during regular business hours to conduct business and meet with constituents. The term of the lease begins January 3, 2019 and ends January 2, 2021. The lease can be terminated by either party with a 30 day written notice. There are no requests for alterations to the existing 300+ square feet of office space. It's location on the southwest side of the building near the entrance provides Congressional staff the opportunity to appropriately greet customers with minimal interruption to City of Winter Haven business. Reception support is provided by the City of Winter Haven Staff Assistant I located at the west entrance desk.

The City meets their requirements for Broadband and/or Cable access; interior wiring for CAT 5e or better; lockable space for networking equipment; and after hours building access.

**RECOMMENDATION:**

Staff recommends the City Commission approve a lease between the City of Winter Haven and the U.S. House of Representatives District Office for lease of office space within City Hall for Congressman Darren Soto.

**ATTACHMENTS:**

U.S. House of Representatives District Office Lease

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 115<sup>th</sup> Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, \_\_\_\_\_  
 City of Winter Haven, 451 Third Street NW

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Darren Soto, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 300 square feet of office space located at  
 451 Third Street NW  
 (Office street address)  
 in the city, state and ZIP code of Winter Haven, Florida 33881.  
 (Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3,  
 2019 and ending January 2, 2021. The term of this District Office Lease ("Lease")  
 may not exceed two (2) years and may not extend beyond January 2, 2019, which is the end of  
 the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$ 350, and is payable in arrears on or before the  
 last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis  
 for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior  
 written notice to the other party. The commencement date of such termination notice shall be the  
 date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be  
 remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives  
 (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 115<sup>th</sup> Congress.** The District Office Lease Attachment  
 attached hereto is incorporated herein by reference, and this Lease shall have no force or effect  
 unless and until accompanied by an executed District Office Lease Attachment for the 115<sup>th</sup>  
 Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile  
 copy, each of which shall be deemed to be an original but all of which together shall be deemed  
 to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and  
 shall not be deemed to limit or affect any of the provisions hereof.

*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 115<sup>th</sup> Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:


*[Signature page follows.]*



U.S. House of Representatives  
Washington, D.C. 20515

**District Office Lease**  
(Page 3 of 3 – 115<sup>th</sup> Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

<p>_____</p> <p><i>Print Name of Lessor/Landlord/Company</i></p> <p>By: _____</p> <p style="padding-left: 100px;"><i>Lessor Signature</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>_____</p> <p style="text-align: center;"><i>Date</i></p>	<p>Darren Soto</p> <p>_____</p> <p><i>Print Name of Lessee</i></p> <p></p> <p>_____</p> <p><i>Lessee Signature</i></p> <p>11/26/2018</p> <p>_____</p> <p style="text-align: center;"><i>Date</i></p>
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***This District Office Lease must be accompanied with an executed District Office Lease Attachment.***

*U.S. House of Representatives*  
Washington, D.C. 20515

## District Office Lease Attachment

(Page 1 of 5 – 115<sup>th</sup> Congress)

### SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

**To be completed by the Member/Member-elect:**

- The leased space will serve as my flagship (primary) District Office.  
 The leased space will NOT serve as my flagship (primary) District Office.

**To be completed by the Lessor:**

- Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):  
*(Items marked with an asterisk and in bold are required for all flagship offices of Freshman Members of the 115<sup>th</sup> Congress.)*

- \* **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**  
*(Verify broadband access by entering the address of the leased space at [www.broadbandmap.gov](http://www.broadbandmap.gov))*
- \* **Interior Wiring CAT 5e or Better within Leased Space.**
- Lockable Space for Networking Equipment.
- Telephone Service Available.
- Parking.       Assigned Parking Spaces  
 Unassigned Parking Spaces  
 General Off-Street Parking on an As-Available Basis
- Utilities. Includes: \_\_\_\_\_
- Janitorial Services. Frequency: Daily
- Trash Removal. Frequency: Daily
- Carpet Cleaning. Frequency: \_\_\_\_\_
- Window Washing.     Window Treatments.
- Tenant Alterations Included In Rental Rate.
- After Hours Building Access.
- Office Furnishings. Includes: \_\_\_\_\_
- Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No
- Building Manager.  Onsite  On Call    Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_      Email Address: \_\_\_\_\_

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999.*

Print Form

Save Form

Clear Page

*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**

(Page 2 of 5 – 115<sup>th</sup> Congress)

**SECTION B**  
**(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

<p><i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.</i> <i>Copies may also be faxed to 202-225-6999.</i></p>
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*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**

(Page 3 of 5 – 115<sup>th</sup> Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115<sup>th</sup> Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

<p><i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999</i></p>
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*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**

(Page 4 of 5 – 115<sup>th</sup> Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

<p><i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.</i></p>
--

U.S. House of Representatives  
Washington, D.C. 20515

**District Office Lease Attachment**  
(Page 5 of 5 - 115<sup>th</sup> Congress)

- 25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

<p>_____</p> <p><i>Print Name of Lessor/Landlord</i></p> <p>By: _____</p> <p><i>Lessor Signature</i></p> <p>Name: _____</p> <p>Title: _____</p> <p>_____</p> <p><i>Date</i></p>	<p><u>Darren Soto</u></p> <p><i>Print Name of Lessee</i></p> <p><u>Darren Soto</u></p> <p><i>Lessee Signature</i></p> <p><u>11/26/2008</u></p> <p><i>Date</i></p>
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From the Member's Office, who is the point of contact for questions? Name <u>Christine Biron</u> Phone <u>(202) 225-1801</u> E-mail <u>christine.biron@</u> @mail.house.gov
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**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.
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**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
December 10, 2018**

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**DATE:** November 20, 2018

**TO:** Honorable Mayor and City Commissioners

**VIA:** Mike Herr, City Manager  
T. Michael Stavres, Assistant City Manager  
Merle Bishop, Growth Management Department Director  
Eric Labbe, Planning Manager

**FROM:** Sean Byers, Principal Planner

**SUBJECT:** Supplemental Agreement Number 1 to Florida Department of Transportation (FDOT) Local Area Program Agreement for an FDOT Transportation Enhancement Grant for the South Lake Silver Complete Street Project.

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**BACKGROUND:**

In 2015, the Florida Department of Transportation (FDOT) awarded funding for complete street improvements to South Lake Silver Drive from First Street, North to Fifth Street, NW. To receive funds from FDOT, the City approved Resolution R-16-38 authorizing the City to enter into a Local Area Program (LAP) Agreement with FDOT. Resolution R-16-38 permits the City Manager to execute the LAP Agreement and any supplemental agreements for the project. Major points of the Agreement are summarized below:

- The City will be reimbursed a maximum of \$1,102,138 (\$978,138 Construction + \$124,000 Design) for the South Lake Silver Drive Complete Street Project.
- Design must be completed by June 30, 2018, construction contract to be let on or before November 30, 2018, and construction must be completed by June 30, 2020.
- The project must ensure all Federal and State auditing requirements are met.
- The project must follow all Federal and State procurement and construction requirements.
- The project bidding process must ensure Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

As a result of delays in procuring a design firm, project design will not be completed until spring, 2019, necessitating postponement of construction until FDOT's 2019/2020 fiscal year. Supplemental Agreement Number 1 provides for this formal deferral. No other provisions from the original agreement are affected by the supplemental agreement.

**FINANCIAL IMPACT:**

There will be no direct financial impact as a result of this request unless the cost of the project exceeds the funding provided from FDOT.

**RECOMMENDATION:**

Staff recommends the City Commission approve authorization for the City Manager or designee to execute Supplement Number 1 to the FDOT Local Agency Program Agreement and take any other necessary and appropriate actions related thereto.

**ATTACHMENTS:**

Location Map

South Lake Silver Drive LAP Agreement Supplement Number 1

South Lake Silver Drive LAP Agreement





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SUPPLEMENTAL NO.  
01

FEDERAL ID NO. (FAIN)  
D117 011 B

CONTRACT NO.  
G0H93

FEDERAL AWARD DATE

FPN  
438265-1-58/68-01

LOCAL AGENCY DUNS NO.  
80-40187509

The CITY OF WINTER HAVEN desires to supplement the original Agreement entered into and executed on December 29<sup>th</sup>, 2016 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name South Lake Silver Dr Length 0.330 miles

Termini 5<sup>th</sup> Street NW to SR 549 (1<sup>st</sup> Street) N

**Description of Work:**

Design and construction to convert an existing local street with two 20-foot travel lanes into a corridor with two 12-foot travel lanes, on-street parking, upgraded sidewalks and crosswalks, improved street lighting, landscaping, dedicated bicycle lanes (if space permits), and traffic calming measures. All of the improvements will be constructed within the 60-foot South Lake Silver Drive right-of-way and on City-owned property.

**The LAP Agreement is amended as follows:**

Exhibit B "SCHEDULE OF FUNDING" is replaced in its entirety by the attached "ADJUSTED EXHIBIT B SCHEDULE OF FUNDING" and is incorporated by reference. Per City of Winter Haven's request - Construction funds (Phase 58) and Construction Engineering & Inspection services funding (Phase 68), have been deferred to the Departments fiscal year 2019/2020.

**Reason for Supplement:**

The City of Winter Haven requested to defer Construction funds (Phase 58) and Construction Engineering & Inspection services funding (Phase 68) from FY 2018/2019 to FY 2019/2020 in order to accommodate the additional time needed to complete design.

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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
<b>Planning</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Project Development &amp; Environment (PD&amp;E)</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Design</b>					
FY: <u>2016/2017</u>	\$125,000.00	_____	\$125,000.00	_____	\$125,000.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00
<b>Right-of-Way</b>					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Construction</b>					
FY: <u>2019/2020</u>	\$886,638.00	_____	\$886,638.00	_____	\$886,638.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$886,638.00	\$0.00	\$886,638.00	\$0.00	\$886,638.00
<b>Construction Engineering and Inspection (CEI)</b>					
FY: <u>2019/2020</u>	\$90,500.00	_____	\$90,500.00	_____	\$90,500.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$90,500.00	\$0.00	\$90,500.00	\$0.00	\$90,500.00
Total Construction & CEI Costs	\$977,138.00	\$0.00	\$977,138.00	\$0.00	\$977,138.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$1,102,138.00</b>	<b>\$0.00</b>	<b>\$1,102,138.00</b>	<b>\$0.00</b>	<b>\$1,102,138.00</b>

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

AGENCY CITY OF WINTER HAVEN

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Name:

Title: BoCC Chairman or Designee

By: \_\_\_\_\_

Name:

Title: Director of Transportation Development

Date: \_\_\_\_\_

Legal Review: \_\_\_\_\_

*JAV*  
*12/20/18*

\_\_\_\_\_



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FPN: <u>438265-1-38-01</u>	Fund: <u>SU</u>	FLAIR Approp: _____
Federal No: <u>D117 011 B</u>	Org Code: <u>55013030152</u>	FLAIR Obj: <u>780000</u>
FPN: <u>438265-1-58-01</u>	Fund: <u>SU</u>	FLAIR Approp: _____
Federal No: _____	Org Code: <u>55014010106</u>	FLAIR Obj: <u>780000</u>
FPN: <u>438265-1-68-01</u>	Fund: <u>SU</u>	FLAIR Approp: _____
Federal No: _____	Org Code: <u>55014010106</u>	FLAIR Obj: <u>780000</u>
County No: <u>16</u>	Contract No: _____	Vendor No: <u>F596000453027</u>
FDOT Data Universal Number System (DUNS) No: <u>80-939-7102</u> Local Agency DUNS No: _____		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

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THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and CITY OF WINTER HAVEN ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. **Authority:** The Agency, by Resolution No. R-16-38 dated the 28th day of November, 2016, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in construction of sidewalk, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Agency agrees to complete the Project on or before 06/30/2020. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - A. The total cost of the Project is \$ 1,102,138.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.
  - B. The Department agrees to participate in the Project cost up to the maximum amount of \$1,102,138.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
  - C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

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- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**5. Requisitions and Payments:**

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.



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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be



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executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
- E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7. General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
  - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
  - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
  - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
  - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;



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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
  - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
  - vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.



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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**8. Audit Reports:** The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

- A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
- B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit “1”, Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.



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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including



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financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
 605 Suwannee Street  
 Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**9. Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

- A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
- B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon



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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**10. Contracts of the Agency:**

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

**11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

**12. Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

**13. Performance Evaluations:** Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

- A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the



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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

**14. Restrictions, Prohibitions, Controls, and Labor Provisions:** During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
- B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
- C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."



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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**15. Indemnification and Insurance:**

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

“To the fullest extent permitted by law, the Agency’s contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.”

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.

To the fullest extent permitted by law, the Agency’s consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency’s sovereign immunity.”

- B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers’ Compensation Insurance as required by the State of Florida under the Workers’ Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.



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- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,



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continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- N. The Agency:
- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
  - ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- R. Exhibits
- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
  - ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
  - iii.  If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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- iv.  An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
- v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
- vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
- vii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
- viii.  This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L" is attached and incorporated into this Agreement.
- ix.  This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
- x.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
- xi.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
- xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
- xiii.  State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

*The remainder of this page intentionally left blank.*

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY : CITY OF WINTER HAVEN

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: *T. Michael Stavres*  
Name: T. MICHAEL STAVRES  
Title: BoCC Chairman or Designee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Director of Transportation Development or Designee

Attest: *J* INTERIM CITY MANAGER  
Title: \_\_\_\_\_

Legal Review:

\_\_\_\_\_



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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 438265-1-38/58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

CITY OF WINTER HAVEN

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**PROJECT LOCATION:**

- The project is on the National Highway System.
- The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** 0.330 miles - South Lake Silver Drive from 5<sup>th</sup> Street NW to SR 549 (1<sup>st</sup> Street) N.

**PROJECT DESCRIPTION:** Design and construction to convert an existing local street with two 20-foot travel lanes into a corridor with two 12-foot travel lanes, on-street parking, upgraded sidewalks and crosswalks, improved street lighting, landscaping, dedicated bicycle lanes (if space permits), and traffic calming measures. All of the improvements will be constructed within the 60-foot South Lake Silver Drive right-of-way and on City-owned property.

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design to be completed on or before 06/30/2018
- b) Right-of-Way requirements identified and provided to the Department before 12/31/2017
- c) Right-of-Way certified on or before 06/30/2018.
- d) Construction contract to be let on or before 11/30/2018
- e) Construction to be completed by 06/30/2020.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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## EXHIBIT "A"

### PROJECT DESCRIPTION AND RESPONSIBILITIES

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** If this schedule cannot be met, the Agency will notify the Department in writing prior to execution of the LAP Agreement with a revised schedule or the project is subject to the withdrawal of federal funding.

All work to be conducted outside of the Department Right-of-Way shall adhere to

- 1) The 2013 Florida Greenbook standards, as amended
- 2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:

- 1) The FDOT standard specification for road and bridge construction, January 2016 edition as amended, and
- 2) The FDOT roadway and traffic design standard, 2016 edition as amended and design criteria from the PPM, 2016 edition as amended.

For all projects the following will apply:

- 1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
- 2) FDOT "Project Development and Environmental Manual"
- 3) The Local Agency Program Manual

The Agency will complete and provide the Department with a Final Inspection and Acceptance form at the completion of the project in accordance with the Local Agency Program Manual for Federal Aid Projects (Department Procedure: 525-010-42). This form must be completed and accepted by the Department prior to payment of the project Final Invoice.

The Agency will inform the Department in writing of the commencement and completion of the project. Upon completion of the construction phase, the Department will have forty-five (45) days after receipt of the Agency's final construction invoice to review, inspect and approve the construction phase for payment. All other invoices for project phases and all other progress payments shall be processed in accordance with the Department's procedures and guidelines for invoice processing. The Agency will provide progress billing invoices to the Department on a minimum of a quarterly basis.

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in FY 16/17 for Design and FY 18/19 for Construction and CEI services.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS City of Winter Haven PO Box 2277 Winter Haven, Florida 33883	FPN: 438265-1-38/58/68-01
---	---------------------------

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
<b>Planning-18</b> FY: _____ FY: _____ FY: _____ Total Planning Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Project Development &amp; Environment (PD&amp;E) - 28</b> FY: _____ FY: _____ FY: _____ Total PD&E Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Design - 38</b> FY: 2016/2017 FY: _____ FY: _____ Total Design Cost	<u>\$125,000.00</u> _____ _____	_____ _____ _____	_____ _____ _____	<u>\$125,000.00</u> _____ _____
<b>Right-of-Way - 48</b> FY: _____ FY: _____ FY: _____ Total Right-of-Way Cost	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>Construction-58</b> FY: 2018/2019 FY: _____ FY: _____ FY: _____ Total Construction Cost	<u>\$886,638.00</u> _____ _____ _____	_____ _____ _____	_____ _____ _____	<u>\$886,638.00</u> _____ _____ _____
<b>Construction Engineering and Inspection (CEI) - 68</b> FY: 2018/2019 FY: _____ FY: _____ Total CEI Cost	<u>\$90,000.00</u> _____ _____	_____ _____ _____	_____ _____ _____	<u>\$90,000.00</u> _____ _____
<b>Operations – 88</b> FY: _____ FY: _____ FY: _____ Total Operations Costs	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
<b>TOTAL COST OF THE PROJECT</b>	<b>\$1,102,138.00</b>			<b>\$1,102,138.00</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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**EXHIBIT "C"**

**FHWA FORM 1273  
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –  
COMPLIANCE WITH FHWA 1273.**

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:  
<http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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**Exhibit "E"**  
**TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the *REGULATIONS*), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by *Section 21.5* of the *REGULATIONS*, including employment practices when the contract covers a program set forth in *Appendix B* of the *REGULATIONS*.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the *REGULATIONS* relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the *REGULATIONS* or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such *REGULATIONS*, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or



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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

**(6.) Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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**EXHIBIT "F"**

**AGENCY RESOLUTION**

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE**

**Paragraph 16.L** is modified to include the following provisions:

1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:
  - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
  - b) Properly mulch plant beds;
  - c) Keep the premises free of weeds;
  - d) Mow and/or cut the grass to the proper length;
  - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
  - f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.
3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.
4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.



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**EXHIBIT “RL”**

**ROADWAY LIGHTNING MAINTENANCE**

**Paragraph 6.L** is modified to include the following provisions:

1. Maintenance

a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

d) This Exhibit shall remain in force during the life of the originally installed roadway lighting system and/or the life of any replacement roadway lighting system installed with the mutual consent of the parties hereto until superseded by a Roadway Lighting System Maintenance Agreement between the Department and the Agency.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT 1**

**FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205  
 CFDA Title: Highway Planning and Construction  
 Federal-Aid Highway Program, Federal Lands Highway Program  
 CFDA Program Site: <https://www.cfda.gov/>  
 Award Amount: \$1,102,138.00  
 Awarding Agency: Florida Department of Transportation  
 Award is for R&D: No  
 Indirect Cost Rate: N/A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*  
[http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133\\_revised\\_2007.pdf](http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf)

OMB Circular A-133 Compliance Supplement 2014  
[http://www.whitehouse.gov/omb/circulars/a133\\_compliance\\_supplement\\_2014](http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014)

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:**

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a087\\_2004/](http://www.whitehouse.gov/omb/circulars_a087_2004/)

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*  
[http://www.whitehouse.gov/omb/circulars\\_a102/](http://www.whitehouse.gov/omb/circulars_a102/)

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21<sup>st</sup> Century, Public Law 112-141  
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division  
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
<https://www.fsr.gov/>

**CITY OF WINTER HAVEN FACT SHEET  
CITY COMMISSION MEETING  
DECEMBER 10, 2018**

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**DATE:** December 10, 2018  
**TO:** Honorable Mayor and City Commissioners  
**VIA:** T. Michael Stavres, Assistant City Manager  
**FROM:** Vanessa Castillo, MMC, City Clerk  
**SUBJECT:** Authorization for Travel

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**BACKGROUND:**

In April 2011, the City Commission amended the City's Policy Relating to the Travel and Training Expenses for Both Officials, Employees, and City-Sponsored Boards and Committees. As part of the amended policy, any travel and training for the City Manager and City Commissioners must be presented to the City Commission for pre-authorization prior to attending a convention, conference or training program.

In accordance with the City Commission's Policy, authorization is requested for the following:

**Event:** Tampa Bay Area Regional Transit Authority (TBARTA) & Metropolitan Planning Organization (MPO) Chairs Coordinating Committee (CCC) Board Meeting  
**Location:** Sarasota, FL  
**Dates:** December 14, 2018  
**Attendee(s):** Mayor Pro Tem Nathaniel Birdsong  
**Expense:** \$107 hotel + meals/mileage

**FINANCIAL IMPACT:**

Expenses associated with the travel and training outlined above will be accounted for within the City Commission cost center.

**RECOMMENDATION:**

Staff recommends the City Commission authorize travel for Mayor Pro Tem Birdsong as outlined above.

**ATTACHMENT:**

TBARTA & MPO CCC Board Meeting Agenda



**TBARTA MPOs CCC Board Meeting**  
**December 14, 2018 - 11:00 am**  
Lead: Sarasota/Manatee MPO

[Finish Tower – Nathan Benderson Park](#)  
[5851 Nathan Benderson Circle](#)  
[Sarasota, FL 34235](#)

## **AGENDA**

**TAMPA BAY AREA REGIONAL TRANSIT AUTHORITY  
METROPOLITAN PLANNING ORGANIZATION  
CHAIRS COORDINATING COMMITTEE (CCC)  
BOARD MEETING**

*The TBARTA MPOs CCC is celebrating 25 years of regional coordination in transportation for West Central Florida. The TBARTA MPOs CCC was created in 1993.*

[LUNCH – Click on This Link to Order \(Eventbrite\)](#)

<https://www.eventbrite.com/e/tbarta-mpos-ccc-board-lunch-tickets-52670264178>

### **NOTICE OF PUBLIC HEARING**

*Notice is hereby given that the Tampa Bay Area Regional Transit Authority Metropolitan Planning Organizations Chairs Coordinating Committee (TBARTA MPOs CCC), which includes the counties of Citrus, Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, and Sarasota will conduct a Public Hearing on Friday, December 14, 2018 at 11:00 am. Location is the Finish Tower at Nathan Benderson Park, 5851 Nathan Benderson Circle, Sarasota, FL 34235. The Public Hearing will be on TBARTA MPOs CCC 2019 Regional Transportation Priority Projects and 2019 Transportation Regional Incentive Program Priority Projects.*

#### **TBARTA MPOs CCC Meeting Chair:**

Sarasota/Manatee MPO Chair Commissioner Vanessa Baugh

- I. CALL TO ORDER**
  1. Introductions and Welcome
  2. Introduction of David Green, TBARTA Executive Director
- II. APPROVAL OF MEETING SUMMARY**
  1. July 13, 2018 – TBARTA MPOs CCC Board Meeting
  2. July 13, 2018 – Joint Board Meeting TBARTA MPOs CCC and Central Florida MPO Alliance
- III. PUBLIC COMMENT (3 Minutes Per Speaker)**

#### **IV. COMMITTEE REPORT**

1. TBARTA MPOs CCC Regional Multi-Use Trail Committee (Steve Diez, Executive Director, Hernando/Citrus MPO)
2. Gulf Coast Trail Update, Friends of the Legacy Trail

#### **V. PUBLIC HEARING (ACTION REQUIRED)**

*Only TBARTA MPOs CCC Board voting members, which includes one representative from the Hernando/Citrus MPO Board, Hillsborough MPO Board, Forward Pinellas Board, Pasco County MPO Board, Polk TPO Board, and Sarasota/Manatee MPO Board, are permitted to vote on the Public Hearing Action Items.*

##### **1. 2019 TBARTA MPOs CCC Regional Transportation Priority Projects**

- i. Funding Regional Transportation Priorities
  - a. Florida Turnpike Enterprise
  - b. FDOT District 1
  - c. FDOT District 7
- ii. Proposed 2019 Regional Transportation Priority Projects
- iii. Public Comment (3 Minutes Per Speaker)

##### **iv. TBARTA MPOs CCC Board Member Vote on the 2019 Regional Transportation Priority Projects**

##### **2. 2019 TBARTA MPOs CCC Transportation Regional Incentive Program (TRIP) Priority Projects**

- i. Review of 2019 TRIP Priority Project Updates
- ii. Public comment (3 Minutes Per Speaker)
- iii. **TBARTA MPOs CCC Board Member Vote on the 2019 TRIP Priority Projects**

#### **BREAK FOR LUNCH – MEETING WILL CONTINUE AS WORKING LUNCH**

*Place your lunch order online by December 12: [Eventbrite Link for Lunch Order](#)*

#### **VI. KEYNOTE SPEAKERS**

1. Eric Hill, MetroPlan Orlando: Regional Transportation Systems Management and Operations (TSMO) Program
2. Bob O'Malley, Brightline Vice President for Government Affairs



## VII. PRESENTATIONS

1. Tri-County Long-Range Transportation Plan (Beth Alden, Executive Director, Hillsborough MPO)
2. Update on the MPO Regional Coordination Structure Research and Best Practices for the Tampa Bay Region (Scott Lane, Stantec – Jeff Kramer, USF-CUTR – Michael Case, TBARTA)

## VIII. ROUNDTABLE DISCUSSION

### IX. ADDITIONAL BUSINESS

1. 2019 TBARTA MPOs CCC Meeting Calendar

### X. ADJOURN

*Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact the Office of Human Rights, 400 South Fort Harrison Avenue, Suite 300, Clearwater, Florida 33756; [(727) 464-4062 (V/TDD)] at least seven days prior to the meeting.*

*Persons are advised that, if they decide to appeal any decision made at this meeting/hearing, they will need a record of the proceedings and, for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based.*

#### **Next Meeting:**

TBARTA MPOs CCC Board and Joint Board Meeting with the Central Florida MPO Alliance

**Date/Time:** July 12, 2019 at 10:00 AM (Tentative)

**Location:** TBD

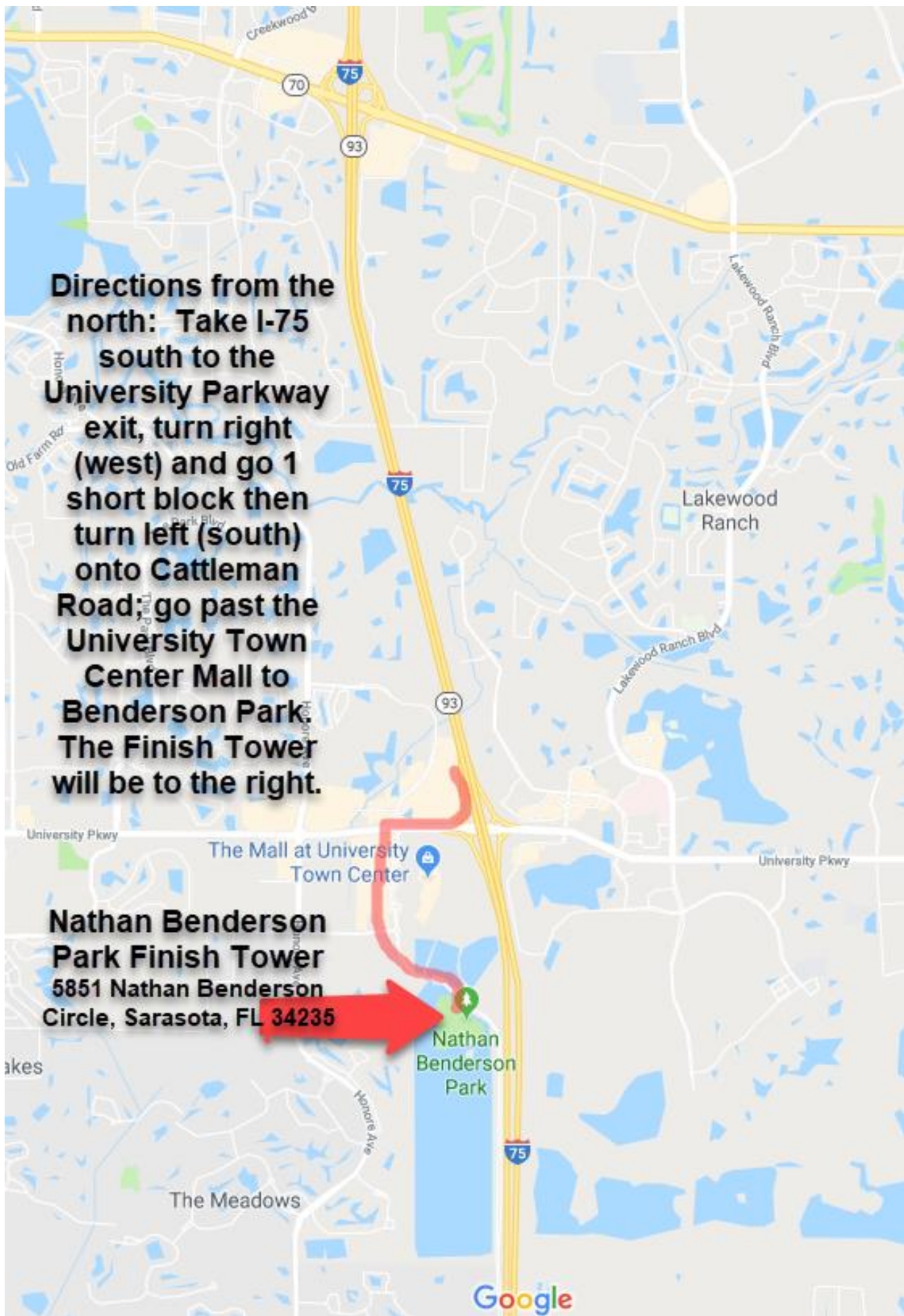
**Lead:** Hernando/Citrus MPO

## ATTACHMENTS

- Directions to Venue
- Board & Joint Board Meeting Summaries – July 13, 2018
- 2019 TBARTA MPOs CCC Regional Multi-Use Trail Priority Map
- Draft 2019 Regional Transportation Priority Project Map
- Draft 2019 Regional Transportation Priority Project List
- Draft 2019 Updated TRIP Priority Project List – FDOT District 7
- Proposed 2019 Meeting Calendar – TBARTA MPOs CCC
- Save the Date – 2019 National Safe Routes to School Conference – November 12-14, 2019

**Directions from the north: Take I-75 south to the University Parkway exit, turn right (west) and go 1 short block then turn left (south) onto Cattleman Road; go past the University Town Center Mall to Benderson Park. The Finish Tower will be to the right.**

**Nathan Benderson Park Finish Tower  
5851 Nathan Benderson Circle, Sarasota, FL 34235**





**TBARTA MPOs CCC BOARD MEETING**  
**Tampa Bay Area Regional Transit Authority**  
**Metropolitan Planning Organizations**  
**Chairs Coordinating Committee**  
**December 14, 2018**

**Agenda Item**

---

**II. APPROVAL OF MEETING SUMMARY**

1. TBARTA MPOs CCC Board Meeting – July 13, 2018
2. July 13, 2018 – Joint Board Meeting TBARTA MPOs CCC and Central Florida MPO Alliance

**Attachments**

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- TBARTA MPOs CCC Board Meeting Summary
- Joint Board TBARTA MPOs CCC & Central Florida MPO Alliance Meeting Summary



## **TBARTA MPOs CCC Board Meeting Highlights July 13, 2018**

Hillsborough Community College – Trinkle Center  
1206 North Park Road  
Plant City, Florida 33563

### ***DRAFT MEETING HIGHLIGHTS***

*The Tampa Bay Area Regional Transit Authority MPOs Chairs Coordinating Committee (TBARTA MPOs CCC) Board meeting was held on July 13, 2018 at the Hillsborough Community College Trinkle Center, 1206 North Park Road, Plant City, Florida 33563 to conduct regular business of the Board and take action on the 2019 Regional Multi-Use Trail (MUT) Priority Projects, 2019 Transportation Regional Incentive Program (TRIP) Priority Projects, and 2019 West Central Florida Regional Roadway Network amongst the member MPOs for the 8-county TBARTA MPOs CCC Region. Following the TBARTA MPOs CCC Board meeting there was a Joint Board meeting with the Central Florida MPO Alliance.*

#### **I. TBARTA MPOs CCC Board Meeting Highlights**

##### **1. Public Hearing | Action Items:**

There was a public hearing on the TBARTA MPOs CCC 2019 Regional Multi-Use Trail Priority Projects, 2019 Transportation Regional Incentive Program, and 2019 West Central Florida Regional Roadway Network.

- **2019 Regional Multi-Use Trail Priority Projects**
  - Anthony Matonti, TBARTA Consultant, provided a presentation and update on the existing Regional Multi-Use Trail Priority Projects, which included asking the Board to approve the addition of the Joe's Creek Trail & Joe's Creek Greenway Trail in Pinellas County to the 2019 Priority Project list.
  - **The TBARTA MPOs CCC Board unanimously approved the 2019 Regional Multi-Use Trail Priority Projects.**
  - The presentation can be found online here: [2019 Regional Multi-Use Trail Priority Projects](#)
  
- **2019 Transportation Regional Incentive Program and 2019 West Central Florida Regional Roadway Network**
  - Beth Alden, Hillsborough MPO Director, provided a presentation and update on the existing Transportation Regional Incentive Program Priority Projects and West Central Florida Regional Roadway Network.
  - In FDOT District 1, the Polk TPO was requesting to add C.R. 557 (between I-4 and CR557A) to the West Central Florida



Regional Roadway Network and the 2019 Transportation Regional Incentive Program Priority Project list.

- In FDOT District 7, the Hillsborough MPO was requesting to add intersection improvements along SR 60 / Adamo Drive between Lakewood Drive and St. Cloud Avenue to the 2019 Transportation Regional Incentive Program Priority Project list.
- **The TBARTA MPOs CCC Board unanimously approved the 2019 Transportation Regional Incentive Program and 2019 West Central Florida Regional Roadway Network.**
- The presentation can be found online here: [2019 Transportation Regional Incentive Program Priority Projects](#)

2. **Presentations:**

There were presentations and discussions provided to the Board following the action items.

- ***West Central Florida: Major Regional Initiatives***

- This presentation provided each MPO the opportunity to highlight mobility projects in their counties that are contributing to the regional and statewide systems. The presentation began with a history of regional transportation planning by the TBARTA MPOs CCC, population growth and projections, and success in funding regional projects. Following the larger context presentation, each MPO Director provide their respective overviews for their organizations. The presentation group effort included:
  - Michael Case, TBARTA Interim Director
  - Steve Diez, Hernando/Citrus MPO Director
  - John Villanueva, Pasco County MPO Director
  - Beth Alden, Hillsborough MPO Director
  - Whit Blanton, Forward Pinellas Director
  - Ryan Kordek, Polk TPO
  - Dave Hutchinson, Sarasota/Manatee MPO Director
- The presentation can be found online here: [West Central Florida Major Regional Initiatives](#)

The TBARTA MPOs CCC Board Meeting Packet for the meeting on July 13, 2018 can be found online here: [TBARTA MPOs CCC Board Meeting Packet – July 13, 2018](#)



## CONNECTING THE MARKETS

### Joint Board Highlights TBARTA MPOs CCC & CFMPOA

July 13, 2018 at 12:00 PM

Hillsborough Community College – Trinkle Center  
1206 North Park Road  
Plant City, Florida 33563

*The Tampa Bay Area Regional Transit Authority MPOs Chairs Coordinating Committee and Central Florida MPO Alliance hold an annual meeting, open to the public, amongst board members and staff. On July 13, 2017 both groups held individual business meetings in the morning followed by a Joint Board Meeting in the afternoon.*

#### I. **TBARTA MPOs CCC & Central Florida MPO Alliance Joint Meeting Highlights**

##### 1. **PRESENTATIONS / KEYNOTE SPEAKERS**

“Connecting the Markets” was the theme for the Joint Board Meeting among the Tampa Bay Area Regional Transit Authority Metropolitan Planning Organization Chairs Coordinating Committee (TBARTA MPOs CCC) and Central Florida Metropolitan Planning Organization Alliance (CFMPOA). Presenters and speakers elaborated on the theme “Connecting the Markets” across the Super Region of Central Florida.

- ***Rick Homans, Tampa Bay Partnership Executive Director***
  - Rick Homans provided a history of the Tapa Bay Partnership and the recent restructuring that took place in 2016 to focus on a limited agenda with a regional perspective to create a unified, competitive, and prosperous region.

- Mr. Homans presented key findings of a 2018 Regional Competitiveness Report for the Tampa Bay Region that revealed challenges and opportunities for regional transit and workforce talent. Mr. Homans also went through the Tampa Bay Partnerships advocacy initiatives for the Tampa Bay Region.
- The presentation can be found online here: [Tampa Bay Partnership Presentation](#)
- ***Tim Giuliani, Orlando Economic Partnership Executive Director***
  - Tim Giuliani stated that the Orlando Economic Partnership views their region consisting Orange, Seminole, Osceola, Lake, Brevard, Polk, and Volusia Counties.
  - The Orlando Economic Partnership is seeking to take a regional approach to broad-based prosperity by creating high-wage, high-value job, expanding global reach, supporting and enhancing education and talent, advocating for infrastructure and community resources, and creating an enviable quality of life that is broad based and sustainable.
  - Mr Giuliani said they focus on economic development, advocacy, public policy, branding the region, community building, and creating an alliance for regional transportation.
  - The Alliance for Regional Transportation is a business driven consortium with an Executive Committee, Policy & Strategy Committee, and General membership that's includes regional partners in the private and public sector.
  - The presentation can be found online here: [Orlando Economic Partnership Presentation](#)
- ***Andrea La Mendola, Hyperloop Transportation Technologies Chief Global Operations Officer***
  - Andrea La Mendola gave a presentation on how the Hyperloop Technology works, including the structure, capsule, station, and maintaining safety.
  - Mr. Mendola explained that the technology was Energy Net Positive by generating energy through solar panels and regenerative braking and consuming energy through acceleration, capsule system, and the vacuum.
  - Mr. Mendola listed the global strategic partnerships with companies in the planning, engineering, and manufacturing of the Hyperloop System and the governments agencies around the globe that are currently conducting feasibility, including the Great Lakes Region in the United States.

- The goal is to have the first Hyperloop commercial system operating in 2019-2021.
- The presentation can be found online here: [Hyperloop Transportation Technologies Presentation](#)

2. **PANEL DISCUSSION:**

Following the presentations, there was a panel discussion conducted that focused on “Connecting the Region”, rapid transit systems and technologies, current and future transportation funding, advancing projects, short and long-range planning to connect regional and transit corridors, transportation changes, and what it would mean to their organizations if there was rapid connections between St. Petersburg, Tampa, Lakeland, Orlando, and the Space Coast.

- ***Panelists Included***

- Moderator: Harry Barley, MetroPlan Orlando Executive Director
- Moderator: Whit Blanton, Forward Pinellas Executive Director
- Rick Homans, Tampa Bay Partnership Executive Director
- Tim Giuliani, Orlando Economic Partnership Executive Director
- Seminole County Commissioner Bob Dallari
- Hillsborough County Commissioner Sandra Murman
- Pinellas County Commissioner Ken Welch

3. **JOINT RESOLUTION 2018-01:**

The TBARTA MPOs CCC Board and the Central Florida MPO Alliance Board, which comprises 11 MPOs and 18 Counties in Central Florida, unanimously approved ***Joint Resolution 2018-01 Supporting Preservation of the Rail Envelope in the Interstate-4 Corridor***. This Joint Resolution was being drafted, in anticipation of the Joint Board coming together, unaware of the unsolicited proposal submitted by Brightline and the subsequent release of the Request for Proposals by FDOT days before the July 13, 2018 Joint Board meeting.





**TBARTA MPOs CCC BOARD MEETING**  
**Tampa Bay Area Regional Transit Authority**  
**Metropolitan Planning Organizations**  
**Chairs Coordinating Committee**  
**December 14, 2018**

## **Agenda Item**

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### **IV. COMMITTEE REPORT**

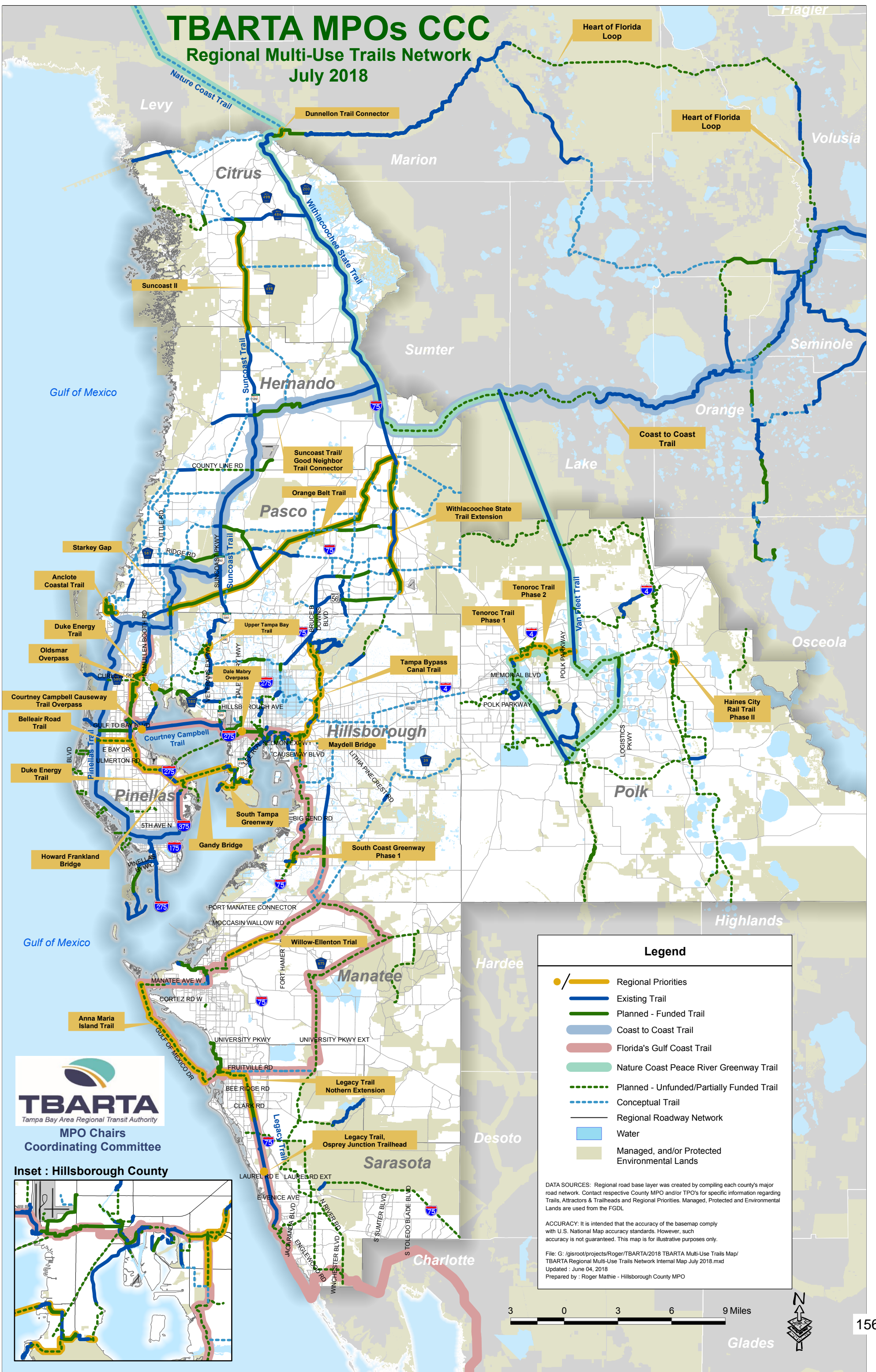
1. TBARTA MPOs CCC Regional Multi-Use Trail Committee

## **Attachments**

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- 2019 TBARTA MPOs CCC Regional Multi-Use Trail Priority Map

# TBARTA MPOs CCC Regional Multi-Use Trails Network July 2018



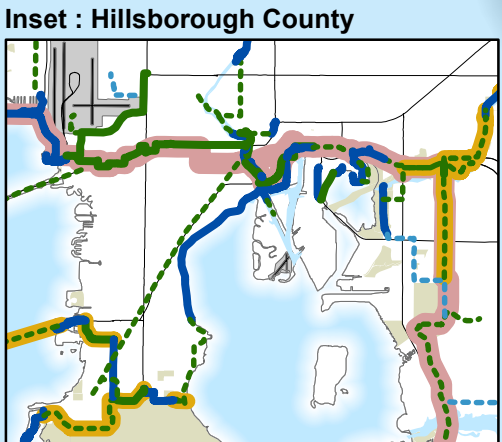
**Legend**

- Regional Priorities
- Existing Trail
- Planned - Funded Trail
- Coast to Coast Trail
- Florida's Gulf Coast Trail
- Nature Coast Peace River Greenway Trail
- Planned - Unfunded/Partially Funded Trail
- Conceptual Trail
- Regional Roadway Network
- Water
- Managed, and/or Protected Environmental Lands

DATA SOURCES: Regional road base layer was created by compiling each county's major road network. Contact respective County MPO and/or TPO's for specific information regarding Trails, Attractors & Trailheads and Regional Priorities. Managed, Protected and Environmental Lands are used from the FGDL.

ACCURACY: It is intended that the accuracy of the basemap comply with U.S. National Map accuracy standards. However, such accuracy is not guaranteed. This map is for illustrative purposes only.

File: G:\gisroot/projects/Roger/TBARTA/2018 TBARTA Multi-Use Trails Map/  
TBARTA Regional Multi-Use Trails Network Internal Map July 2018.mxd  
Updated : June 04, 2018  
Prepared by : Roger Mathie - Hillsborough County MPO





**TBARTA MPOs CCC BOARD MEETING**  
**Tampa Bay Area Regional Transit Authority**  
**Metropolitan Planning Organizations**  
**Chairs Coordinating Committee**  
**December 14, 2018**

**Agenda Item**

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**V. PUBLIC HEARING (ACTION REQUIRED)**

1. 2019 TBARTA MPOs CCC Regional Transportation Priority Projects
2. 2019 TBARTA MPOs CCC Transportation Regional Incentive Program Priority Projects

**Attachments**

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- Draft 2019 Regional Transportation Priority Project Map
- Draft 2019 Regional Transportation Priority Project List
- Draft 2019 Updated TRIP Priority Project List – FDOT District 7



# 2019 TBARTA MPOs CCC Regional Transportation Priority Projects DRAFT December 14, 2018

## Regional Project Identification

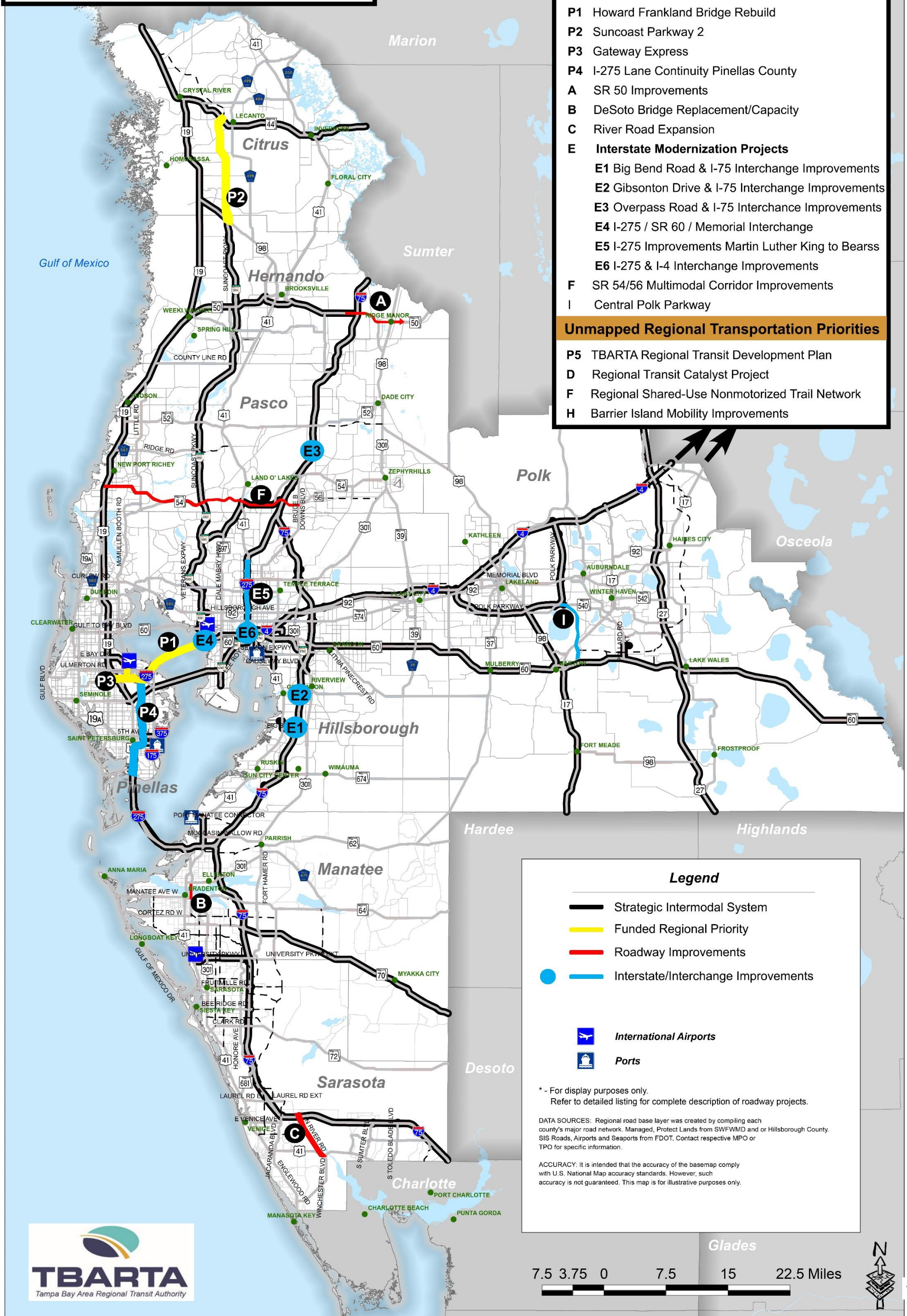
Projects are selected based on factors such as project advancement, funding, modal connections, and other opportunities.

### Mapped Regional Transportation Priorities

- P1 Howard Frankland Bridge Rebuild
- P2 Suncoast Parkway 2
- P3 Gateway Express
- P4 I-275 Lane Continuity Pinellas County
- A SR 50 Improvements
- B DeSoto Bridge Replacement/Capacity
- C River Road Expansion
- E **Interstate Modernization Projects**
  - E1 Big Bend Road & I-75 Interchange Improvements
  - E2 Gibsonton Drive & I-75 Interchange Improvements
  - E3 Overpass Road & I-75 Interchange Improvements
  - E4 I-275 / SR 60 / Memorial Interchange
  - E5 I-275 Improvements Martin Luther King to Bearss
  - E6 I-275 & I-4 Interchange Improvements
- F SR 54/56 Multimodal Corridor Improvements
- I Central Polk Parkway

### Unmapped Regional Transportation Priorities

- P5 TBARTA Regional Transit Development Plan
- D Regional Transit Catalyst Project
- F Regional Shared-Use Nonmotorized Trail Network
- H Barrier Island Mobility Improvements



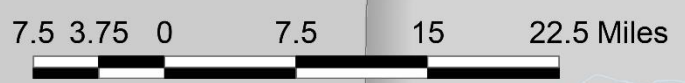
### Legend

- Strategic Intermodal System
- Funded Regional Priority
- Roadway Improvements
- Interstate/Interchange Improvements
- International Airports
- Ports

\* - For display purposes only.  
Refer to detailed listing for complete description of roadway projects.

DATA SOURCES: Regional road base layer was created by compiling each county's major road network. Managed, Protect Lands from SWFWMD and or Hillsborough County. SIS Roads, Airports and Seaports from FDOT. Contact respective MPO or TPO for specific information.

ACCURACY: It is intended that the accuracy of the basemap comply with U.S. National Map accuracy standards. However, such accuracy is not guaranteed. This map is for illustrative purposes only.







# TBARTA MPOs CCC

Tampa Bay Area Regional Transit Authority  
Metropolitan Planning Organizations  
Chairs Coordinating Committee

**DRAFT**

## 2019 REGIONAL TRANSPORTATION PRIORITY PROJECTS

Hernando/Citrus MPO | Hillsborough MPO | Forward Pinellas

Pasco County MPO | Polk TPO | Sarasota/Manatee MPO

*Public Hearing scheduled for December 14, 2018.*

### PROGRAMMED: FUNDED REGIONAL PRIORITIES

#### **F** **1. HOWARD FRANKLAND BRIDGE REPLACEMENT**

**The Project:** The northbound span of the Howard Frankland Bridge is at the end of its design life. FDOT conducted a Project Development and Environment (PD&E) Study on the bridge replacement to examine express lanes and a transit connection, both of which are included in the TBARTA Master Plan.

**Progress: Funded**—\$750 million was secured to construct the northbound span with four tolled lanes (two in each direction), four non-tolled lanes, bicycle/pedestrian facilities, as well as strengthening the bridge substructure to support future rail transit. FDOT is conducting final public hearings and completing PD&E. Initiation of design/build, which is funded in FY18/19.

**Funding Request:** \$750 Million.

#### **F** **2. SUNCOAST PARKWAY 2**

**The Project:** The Suncoast Parkway 2 is an expansion of the existing Suncoast Parkway toll facility extending north from its current terminus in northern Hernando County to CR486 in Citrus County. This is intended to serve as a reliever and parallel facility to I-75.

**Progress: Funded** — Florida’s Turnpike Enterprise has fully funded this project extension to SR44. Construction is scheduled to begin in Fall 2017. ROW funding is programmed in FY 2018 and FY 2019. Construction funding is needed for the +3 additional mile extension to CR486.

**Funding Request:** Continue to construction.

#### **F** **3. GATEWAY EXPRESS**

**The Project:** The Gateway Expressway will be a tolled highway facility with premium transit capability. The project includes a single lane flyover from the southbound Bayside Bridge to eastbound Roosevelt Boulevard (SR 686) and four express lanes from the St. Petersburg-Clearwater International Airport (across from SR 688/Ulmerton Road), south to CR 296/118th Avenue. The existing portion of Roosevelt Boulevard from CR 611 to SR 688 will serve as a frontage road. The project also includes addition of four elevated toll lanes along 118<sup>th</sup> Ave. N. between US 19 and I-275, while retaining four surface lanes as frontage roads.

**Progress: Funded** — Six segments of the project are in various stages of design and right-of-way. The \$545 million project is advancing as a Design/Build with Federal, Pinellas County, and FDOT funding. Construction began in 2017.

**Funding Request:** \$545 Million to continue to fund design, Right-of-Way (ROW), and construction.

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#### P4. I-275 Lane Continuity (Pinellas County)

**The Project:** Interstate Improvements along I-275 from 54<sup>th</sup> Avenue South to the Howard Frankland Bridge in Pinellas County. Includes adding express lanes between I-375 and the Howard Frankland Bridge.

**Progress: Funded** – \$27 million is committed to acquire all needed Right-of-Way, and \$271 million is committed for Construction in the FDOT Tentative Work Program in FY 23/24.

**Funding Request:** Continue to fund through construction.

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#### P5. TBARTA Regional Transit Development Plan

**The Project:** The Tampa Bay Area Regional Transit Authority, per Florida Legislation, is responsible for developing a Regional Transit Development Plan for the five county TBARTA Region, which includes Hernando, Hillsborough, Manatee, Pasco, and Pinellas.

**Progress: Funded** — TBARTA received a Legislative Appropriation in the amount of \$1,000,000 to produce a TBARTA Regional Transit Development Plan.

**Funding Request:** \$1,000,000 Legislative Appropriation.

### **REGIONAL TRANSPORTATION PRIORITY PROJECTS**

*Regional Transportation Priority Projects are determined by criteria that includes, but not limited to, crossing county lines, serving a Tier 1 Activity Center, improving a regional corridor, Federal support, studies (Feasibility, PD&E, and/or Design) complete or underway, state commitment, or being in the FDOT Five-Year Work Program. Regional Transportation Priority Projects are not in a ranked order; the letter listed alongside each priority is for mapping purposes only.*

#### **A. SR 50 Improvements**

**The Project:** SR 50 (Cortez Blvd) is a corridor in Hernando County that provides an integral east-west connection between the Nature Coast, Tampa Bay, and Central Florida regions. Segments of SR 50 west of US 98 are programmed to be widened to six lanes; segments east of US 98 are programmed to be widened to four lanes, as identified in the Hernando/Citrus MPO 2040 Cost Affordable Plan. Improvements into Sumter County are needed to provide an enhanced interregional corridor.

**Progress: Partially Funded** — Construction is currently underway widening SR 50 to 6 lanes between Lockhart Rd. to Windmere Road and in 2019 construction is scheduled from Windmere Road to US 301. Portions currently in PD&E include the section from SR 50 Bypass to Lockhart and the FDOT District 5 segment from the Hernando/Sumter County line east to CR 33. SR 301 to Burwell Rd. is funded for design in 2025-2030 and right-of-way in 2031-2040.

**Funding Request:** Support current roadway improvements along SR 50 and request funding for design, ROW acquisition, and construction along entire corridor in Hernando & Sumter County.

#### **B. DeSoto Bridge Replacement/Capacity**

**The Project:** Expedite replacement of the bridge and identify increased north/south capacity. The DeSoto Bridge, constructed in 1957, is at the end of its service life and maintenance costs continue to rise.

**Progress: Partially Funded** — DeSoto Bridge replacement estimated at \$83 million; there is currently funding for the PD&E Studies in the Tentative Work Program.

**Funding Request:** Expedite funding for construction.

#### **C. River Road Expansion**

**The Project:** Increase capacity to a six-lane divided arterial roadway, including bike lanes, pedestrian walkways, and transit accessibility features, to support economic development and provide a new evacuation route for Sarasota and Charlotte Counties.

**Progress: Partially Funded** — River Road Design and Construction estimated at \$77 million; funded in the Tentative Work Program via SIB Loan.

**Funding Request:** Funding for construction.

#### **D. Regional Transit Catalyst Project(s), Which May Include:**

**The Project:** Multimodal projects for regional movement and connectivity.

- Central Avenue Bus Rapid Transit: St. Petersburg Downtown to the beaches.
- Westshore Multimodal Center: Fixed guideway connections to downtowns and airports.
- Further Development of the Regional Transit Feasibility Plan
- Regional Express Bus: Opportunities Include
  - SR 60/Gulf-to-Bay Blvd
  - Veterans Expressway / Suncoast Parkway
  - Gandy / Selmon Expressway Corridor
  - SR 54/56 Corridor
  - As part of Tampa Bay Next
  - Expansion of Regional Farebox System to adjoining counties
- Elevated Transit in the SR 60 Corridor: Pilot project from Downtown Clearwater to Clearwater Beach

**Funding Request:** Funding for Right-of-Way acquisition for development of potential commuter routes. Pending peer review of Regional Transit Feasibility Plan by Hillsborough County.

#### **E. Interstate Modernization Projects (Consolidated and Revised in 2018)**

**The Project:** Interstate modernization improving regional movement, connectivity, and safety include:

- **I-75/I-4 Corridors**
  - **I-75 Corridor (Hillsborough):** PD&E underway from Manatee County Line to North of Bruce B Downs Blvd, including I-4 interchange. PD&E underway by FDOT. Public Hearing mid-2019. Funding needed for Design & Construction.
    1. **Big Bend Road & I-75:** Interchange reconstruction. PD&E underway by Hillsborough County. Funding needed for ROW, Design & Construction.
    2. **Gibsonton Drive & I-75:** Interchange reconstruction. PD&E underway by FDOT. Funding needed for ROW, Design & Construction.
  - **I-75 Corridor:** Funding needed for design and construction of remaining sections.
  - **I-75 Corridor (Pasco):** Project Development and Environmental Study (PD&E) Bruce B. Downs Blvd to Hernando County line.
    3. **Overpass Road & I-75:** Funding for interchange construction.
      - i. **Progress: Partially Funded** —Currenting funding allocated for Design and Right-of-Way Acquisition for Phases I & II; and Construction of Phase I. Phase I is the Diamond Interchange. Phase II is the westbound flyover ramp, which will be needed when traffic volumes are met.
      - ii. **Funding Request:** Funding requested for Construction of Phase II.
- **I-275 Corridor**
  4. **I-275 & State Road 60/Memorial Highway Interchange (Westshore):** Reconstruction of the interchange will allow for local street reconnections and will provide sufficient space to accommodate 2 managed lanes in each direction, integrate technology and innovation, and accommodate a future premium transit corridor.

- iii. **Progress: Partially Funded** \$124 million is committed to acquire all needed right-of-way in the FDOT Tentative Work Program through FY2024. \$1B estimate for interchange reconstruction.
  - iv. **Funding Request:** Fully fund and advance project. Pending TIS Supplemental Environmental Impact Statement (SEIS), scheduled to be completed in late 2019.
- 5. **I-275 North (MLK to Bearss):** Limited widening within existing ROW to add one general use lane in each direction and hardened shoulders for premium bus service. Includes reconstruction of one interchange at Bearss Avenue.
  - i. **Progress: Partially Funded** – \$30M is tentatively funded in the FDOT Tentative Work Program to design and build this project in FY23. Full design/build cost is \$252M.
  - ii. **Funding Request:** None at this time. Pending I-275 N PD&E Study, scheduled to be completed in mid-2019.
- 6. **I-275 & I-4 Interchange (Downtown Tampa)**
  - i. **Progress: Unfunded** — \$1.5B estimate for interchange reconstruction.
  - ii. **Funding Request:** None at this time. Pending TIS Supplemental Environmental Impact Statement, scheduled to be completed in 2019.

#### F. SR 54/56 Multimodal Corridor Improvements

**The Project:** “VISION 54/56 – MULTIMODAL CORRIDOR” The MPO’s Long Range Transportation Plan – LRTP (MOBILITY 2040) identified the need for improvements to the SR 54/56 corridor based on existing and future travel demands. The VISION 54-56 Study focuses on evaluating alternatives and ultimately defining a viable and practicable transportation improvement(s) extending from U.S. 19 to S.R. 581 (Bruce B. Downs Blvd).

**Progress: Partially Funded** — A Task force selected four (4) alternatives including no-build at U.S. 41/S.R. 54 intersection and four (4) alternatives including no-build for the rest of the corridor. Feasibility Study for S.R. 54 at U.S. 41 intersection is funded by FDOT. The Feasibility Study will be followed by Project Development and Environmental (PD&E) Study for the final alternative(s). Excluding U.S. 41/S.R. 54 intersection, a Feasibility Study for the entire corridor is needed before feasible alternatives can be selected and PD&E performed.

**Funding Request:** Financial assistance needed for Feasibility Study of entire corridor from U.S. 19 to Bruce B. Downs Blvd excluding U.S. 41/S.R. 54 intersection.

#### G. Regional Shared-Use Nonmotorized (SUN) Trail Network

**The Project:** The Coast-to-Coast Trail (C2C), Gulf Coast Trail (GCT), and Peace River to Nature Coast (PRNC) are three trail corridors that combine local trail networks to the statewide systems of off-road, paved, multi-use trails. These trail corridors create an interconnected regional trail network linking all eight counties in the Tampa Bay Region. The Florida Department of Environmental Protection’s Office of Greenways & Trails recognizes the C2C as the #1 trail priority corridor in the state, and the GCT and PRNC are regarded as top seven priority corridors; there are over 20 trail corridors throughout the State of Florida.

**Progress: Partially Funded** — The C2C is fully funded. The GCT and PRNC require significant amounts of funding for specific projects and gaps along their respective corridors.

**Funding Request:** Continue ROW acquisition and Design/Build for the C2C, GCT, and PRNC trail corridors and TBARTA Regional Multi-Use Trail Priority Projects.



#### H. Barrier Island Mobility Improvements

**The Project:** Advance funding for implementation of immediate and long-term recommendations identified in the Barrier Island Traffic Study to address significant seasonal traffic issues.

**Progress:** **Unfunded** — Currently unfunded.

**Funding Request:** Funding for construction.

#### I. Central Polk Parkway

**The Project:** The 8-mile extension of the Polk Parkway would be from SR 570 (Polk Parkway) to SR 60.

**Progress:** **Unfunded** — Currently unfunded.

**Funding Request:** Funding for construction.

### **FUTURE REGIONAL TRANSPORTATION PRIORITY PROJECTS**

*Future Regional Transportation Priority Projects are determined by criteria that includes, but not limited, crosses county lines, serving an activity center, improves a regional corridor, is in the FDOT 10-Year SIS Plan, MPO or SIS Cost Feasible Plan, and is supported by TBARTA or TMA Leadership Group to Future Regional Transportation Priority Projects are not in a ranked order.*

#### J. 15th Street East

**The Project:** 15<sup>th</sup> Street East is a vital north-south corridor west of I-75 in Manatee and Sarasota Counties serving downtown Bradenton to the north and Sarasota Bradenton International Airport at the southern terminus. Approximately 4.5 miles in length, the project will widen 15<sup>th</sup> Street East and 301 Boulevard East from two to three lanes, incorporating a central turn lane, between Tallevast Road and US 41. The project scope will incorporate Complete Street elements, including the addition of bicycle lanes, 10' sidewalks, bus stops, lighting, landscaping, mid-block pedestrian crossings, and roundabouts.

**Progress:** **Unfunded** — The 15th Street East project is currently in the Project Development & Environmental (PD&E) phase, with design funded in FY 2016/17. The Right-of-Way (ROW) and construction phases are not currently funded. Estimated project cost remaining is \$68.9M.

**Funding Request:** \$68.9M for ROW and construction.

#### K. US 41 Multimodal Emphasis Corridor

**The Project:** Multimodal projects have been defined along US 41 from 17th Street in the City of Palmetto to the Sarasota/Charlotte County Line. Projects include transit improvements, roundabouts, pedestrian crossings, bicycle racks, and new sidewalks.

**Progress:** **Unfunded** — In June 2014, the Sarasota/Manatee MPO adopted a priority list of 18 projects totaling \$31.4 million along the US 41 corridor. Of that, eight received funding for PD&E studies. The next phase is preliminary engineering and construction.

**Funding Request:** \$31.4 million to design and construct the multimodal corridor improvements along US 41 following completion of PD&E studies.

#### L. Tampa Streetcar Extension & Modernization

**The Project:** Modernizing the TECO Line Streetcar system and extending it further north into downtown Tampa from its current western terminus at Whiting Station to the Marion Transit Center and other destinations beyond the downtown. Modernizing the existing system and extending through downtown is estimated to cost \$172M. The Hillsborough MPO's 2040 Cost-Feasible Plan estimates an extension to the Westshore Intermodal Center will cost \$456M.

**Progress: Unfunded** – FDOT and the City of Tampa are providing a combined \$1,667,390 for a Feasibility Study and Concept Development for the modernization and downtown extension. Phase I of the study identified alternatives for extension and modernization of the existing system. Phase I was completed in April 2018 with submittal of request letter to the Federal Transit Administration (FTA) for entry into the Small Starts Project Development phase. On June 20, 2018, the FTA issued an approval letter for entry into the Small Starts Project Development Phase. Phase 2 is currently underway to develop final recommendations, complete PD&E, develop a Funding and Implementation Plan, and select a locally preferred alternative.

**Funding Request:** Federal and State funding for construction of the Streetcar extension and modernization project.

#### **M. I-275 and Selmon Expressway Limited Access Highway Connection**

**The Project:** Creating direct, interregional connections between the Selmon Expressway and I-275 in Pinellas County. The construction of a partially controlled access facility with frontage roads along Gandy Blvd. from I-275 to the Gandy Bridge joining with the Selmon Expressway Extension.

**Progress: Partially Funded** – FDOT has included funding for PE in the work program for FY2021/22.

**Funding Request:** Funding for construction of a partially controlled access facility along the Gandy Blvd. corridor connecting I-275 with the Selmon Expressway.

DRAFT



# TBARTA MPOs CCC 2019 TRIP PRIORITY PROJECT LIST

Tampa Bay Area Regional Transit Authority  
Metropolitan Planning Organizations Chairs Coordinating Committee  
Transportation Regional Incentive Program (TRIP)

**FDOT DISTRICT 7 - DRAFT November 16, 2018**

P = Programmed

2019 Rank	FPN #	Project	Description	Agency	TRIP Request	Total Cost	Notes
1		Regional Farebox Program	Phase II - Flamingo Fares	HART & PSTA	\$ 1,801,517	\$ 13,434,663	Phase II requesting additional TRIP funds
2	4245132 (Interim)	Big Bend Rd at I-75 Interchange	I-75 interchange improvements, ultimate includes a westbound to northbound on ramp being added eliminating the need for a signal. Interim includes extending SB off ramp, SB to WB triple left with receiving lane, and SB to EB signal controlled dual right lanes	Hillsborough	\$ 4,000,000	\$ 47,800,000	\$6M Interim Project Funded for CST FY 2021 - \$3M TRIP and \$3M Local; TRIP Funding needed for ultimate improvements
3	4335351-5 4125312	I-275 (Howard Frankland Bridge to Lois Ave and SR 60 Interchange)	Interchange and Interstate Modernization	FDOT	\$ 50,000,000	\$ 817,000,000	Interstate Modernization; \$50M for ROW
4		US 19 Corridor Transportation Intermodal (Transit) Center	PE/ROW/CST for Intermodal Transit Center	Pasco	\$ 1,500,000	\$ 3,000,000	Unfunded
5		Starkey Rd at East Bay Dr	Intersection Improvements (increase capacity)	Pinellas	\$ 1,250,000	\$ 2,500,000	Unfunded
6	4318421	Barclay Rd (SR 50 to Powell Rd)	Add 2 lanes for total of 4 lanes	Hernando	\$ 2,500,000	\$ 11,713,594	Unfunded; \$2,500,000 for Eng and ROW
7		Tyrone Blvd and Park St	Intersection Improvements	Pinellas	\$ 2,000,000	\$ 6,000,000	Unfunded
8		SR 60 Intersection Improvements	Intersection Improvements along SR 60 / Adamo Drive between Lakewood Drive and St. Cloud Ave	Hillsborough	\$ 7,500,000	\$ 28,000,000	CST Needed
9		Roosevelt Connector	SR 686 / Roosevelt Blvd from I-275 to West of Martin Luther King Ave	Pinellas	\$ 3,500,000	\$ 3,500,000	Unfunded; \$3,500,000 for PE
P	4348911	Alt. US 19 (SR 60 to US 19)	ITS Improvements	Pinellas	\$ 1,225,000	\$ 2,200,000	Fully funded; PE 2016; CST 2018
P	4377881	Forest Lakes Blvd (Pine Ave to Racetrack Rd)	Add 2 lanes for total of 4 lanes	Pinellas	\$ 3,400,000	\$ 6,800,000	Fully funded; CST 2020
P		SR 54 ITMS/ATMS	ITMS/ATMS - Camera, fiber optics, signal controller upgrades along entire corridor	Pasco	\$ 660,531	\$ 6,800,000	Fully funded PE; CST 2023

P	4366771	Regional Farebox Program	Six transit agencies are seeking a consistent fare collection technology that would function seamlessly across the area	HART & PSTA	\$ 3,500,000	\$ 1,260,000	\$3.7M Partial Funding for FY 2018/19 \$3.5M Needed for Fareboxes
P	4242133	Tampa ATMS	Phase II – Downtown Tampa, 191 signals	Hillsborough	\$ 2,750,000	\$ 14,485,669	Funded with SU dollars
P	4242134	Tampa ATMS	Phase III – Kennedy Blvd/Hyde Park/Dale Mabry, 142 signals	Hillsborough	\$ 1,800,000	\$ 13,351,476	Funded with SU dollars
P	4242136	Tampa ATMS	Phase IV – USF/Busch Blvd, 199 signals	Hillsborough	\$ 1,350,000	\$ 10,332,637	Funded with SU dollars
P	4379281	Wesley Chapel Blvd (SR56 to Progress Pkwy)		Pasco	\$ 15,438,348	\$ 50,700,000	ROW and CST 2020
P	4230861	Bryan Dairy (28th St to Alt. US 19)	ITS Communication System	Pinellas	\$ 1,315,150	\$ 2,630,300	Fully funded, under construction
P	4338801	118th Ave (US 19 to SR 686 Connector)	Reconstruct as expressway; interchange at 49 <sup>th</sup> St and flyover at US 19	Pinellas	\$ 4,000,000	\$ 288,600,000	Fully funded; construction to begin FY2018
P	4366781	St. Petersburg Downtown ITS	Project includes ITS for Travel Information and Event Management	Pinellas	\$ 2,000,000	\$ 4,000,000	Fully funded; design in FY2018
P	4240121	SR 694 / Park Blvd (4th St to Gulf Blvd)	ATMS signal system improvements, CCTV cameras, DMS signs and fiber optic cable	Pinellas	\$ 1,908,450	\$ 3,186,900	Fully funded; construction underway
P	4344981	CR 491 / Lecanto Highway (Laurel St south of SR 44 to W Audubon Park Path)	Add 2 lanes for a total of 4 lanes with support roadways and regional stormwater drainage	Citrus	\$ 13,800,000	\$ 39,600,000	Fully funded, construction began Fall 2017
P	4371381	Park Blvd at Starkey Road	Intersection Improvements	Pinellas	\$ 4,000,000	\$ 8,000,000	Funded; Under construction Fall 2017; Received CIGP funding
P	4240111	SR 693 / 66th St (US 19 to Gulf Blvd)	ATMS signal system improvements, CCTV cameras, DMS signs and fiber optic cable	Pinellas	\$ 2,920,350	\$ 5,840,700	Southern portion complete, northern portion CST in 2017
P	4054924	Bruce B Downs Blvd, Seg B (Pebble Creek Dr to Pasco County Line)	Add 4 lanes for a total of 8 lanes	Hillsborough	\$ 5,000,000	\$ 11,854,100	Fully funded, construction underway
P	4384501	Dale Mabry ATMS (Sligh Ave to Van Dyke Rd)	ATMS	Hillsborough	\$ 1,401,309	\$ 3,568,575	Fully funded for CST FY 2017/18; FDOT DDR funded
P	4290671	Belcher Rd (Druid Rd to Park Blvd)	ITS Improvements	Pinellas	\$ 1,277,300	\$ 2,829,600	Under construction
P	4290681	Gulf Blvd (Sand Key to Bayway)	ITS Improvements	Pinellas	\$ 2,027,300	\$ 4,424,600	Under construction





**TBARTA MPOs CCC BOARD MEETING**  
**Tampa Bay Area Regional Transit Authority**  
**Metropolitan Planning Organizations**  
**Chairs Coordinating Committee**  
**December 14, 2018**

**Agenda Item**

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**IX. ADDITIONAL BUSINESS**

1. 2019 TBARTA MPOs CCC Meeting Calendar
2. Additional Discussion

**Attachments**

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- Proposed 2019 Meeting Calendar – TBARTA MPOs CCC
- Save the Date – 2019 National Safe Routes to School Conference



## DRAFT 2019 Meeting Calendar TBARTA MPOs CCC

Tampa Bay Area Regional Transit Authority  
Metropolitan Planning Organization  
Chairs Coordinating Committee

*TBARTA Board, CAC, TMA Leadership Group, and MPO Advisory Council meeting dates are provided for informational purposes only.*

		<b>TBARTA MPOs CCC Board</b>	<b>MPO Staff Directors</b>	<b>Regional Multi-Use Trail Committee</b>	<b>TBARTA Board</b>	<b>TMA Leadership Group</b>	<b>MPOAC</b>	<b>Host Agency</b>
	<b>Time</b>	See Website	1:30PM	10:30AM	9:30AM	9:30AM	TBD	
	<b>Location</b>	See Website	TBARTA Office	TBARTA Office	Rotating	Rotating	See Website	
JAN			<b>18</b>					Forward Pinellas
FEB			<b>22</b>	<b>21</b>				
MAR			<b>22</b>					
APR	TRIP Working Group		<b>26</b>					Hillsborough MPO
MAY	TRIP Working Group		<b>24</b>	<b>9</b>				
JUNE			<b>21</b>					Hernando/Citrus MPO
JULY	Joint Board Meeting Central Florida MPO Alliance	<b>12</b>	<b>5</b>					
AUG			<b>16</b>	<b>15</b>				
SEPT			<b>20</b>					Pasco County MPO
OCT			<b>25</b>					
NOV			<b>22</b>	<b>7</b>				
DEC	TBARTA MPOs CCC Board Meeting	<b>6</b>	<b>13</b>					

TBARTA MPOs CCC Board meeting locations to be announced.

Florida Department of Transportation (FDOT), District 7 Headquarters are located at: 11201 N. McKinley Drive, Tampa, Florida 33612.

TBARTA Offices located at: Meridian One, 4350 West Cypress Street, Suite 700, Tampa, FL 33607.

Multi-Use Trails Committee (MUTC) and Transportation Regional Incentives Program (TRIP) Working Group meet as needed.

All meeting dates, times, and locations are subject to change.

Please check the website for information on all up to date meeting information at: [www.TBARTA.com](http://www.TBARTA.com) or phone 813-282-8200

# Save the Date for the 2019 Safe Routes to School National Conference!



## MARK YOUR CALENDARS!

The Safe Routes to School National Conference is Coming to Florida!

The 2019 Safe Routes to School National Conference will be held at the Hilton Tampa Downtown from November 12-14, 2019. Be sure to save the date for this fabulous opportunity to join hundreds of active transportation and public health advocates and practitioners from across the country for valuable networking, sharing best practices, and exploring one of Florida's most vibrant and active cities.

The Safe Routes to School National Partnership wishes to extend warm thanks to the presenting sponsor, Florida Department of Transportation, and the Hillsborough Metropolitan Planning Organization, who is our local host and partner for this event.

*Spend two days with leaders in Safe Routes as they address today's most pressing challenges and hot topics. You'll go home with new strategies and techniques to share to continue the movement.*

**-SARITA TAYLOR, FDOT SAFE ROUTES TO SCHOOL COORDINATOR**

*We welcome the Safe Routes to School National Conference to Tampa. Safe roads for kids are safe roads for everyone. Hillsborough's Vision Zero Coalition and the Gulf Coast Safe Streets Summit look forward to celebrating the work of the National Partnership!*

**- BETH ALDEN, AICP, HILLSBOROUGH MPO EXECUTIVE DIRECTOR**

We will share more information about the conference in the months ahead; for now, mark the date on your calendar and plan to attend the conference and consider a fun-in-the-sun trip to Florida with friends or family.