

**CITY OF WINTER HAVEN
MINUTES OF REGULAR CITY COMMISSION MEETING
Monday, February 28, 2011
7:30 PM**

1. **CALL TO ORDER** - Mayor Potter called the meeting to Order at 7:30 p.m.
2. **INVOCATION** – Deric C. Feacher, Assistant to the City Manager
3. **PLEDGE OF ALLEGIANCE** - Boy Scout Troop #515, Holy Cross Episcopal Church

4. **PRESENTATION**

Girl Scout Week Proclamation accepted by Carl Dean, Girl Scout Troop Leader #645. Also in attendance were Girl Scout Troops #47 and #449.

Mayor Potter presented Centennial pins to the Girl Scout Troops.

5. **ROLL CALL** - Dorothy Johnson, City Clerk

Commissioners Present: JP Powell, Jamie Beckett, Nathaniel Birdsong, Steven Hunnicutt, Mayor Jeff Potter

Staff Present: City Manager Dale Smith; City Attorney John Murphy; Assistant to the City Manager Deric Feacher; City Clerk Dorothy Johnson; Police Chief Gary Hester; Fire Chief Tony Jackson; Community and Economic Development Director David Dickey; Financial Services Director Cal Bowen; Community Services Director T. Michael Stavres; Utility Services Director Kim Hansell; Department Directors

6. **MINUTES**

February 14, 2011 Regular City Commission Meeting

Motion by Commissioner Powell - move approval of the February 14, 2011 Regular City Commission Meeting Minutes.

Motion carried unanimously.

7. **ORDINANCES - SECOND READING - PUBLIC HEARING** - None

8. **CONSENT AGENDA**

A. **Annual Contract for Alum with General Chemical (Parsippany, NJ)**

On February 11, 2009, Invitations To Bid for an Annual Contract for additional Advanced Waste Treatment Chemicals (ITB-09-05) were sent to thirty (30) prospective bidders. A legal advertisement was placed in the Winter Haven News Chief on February 12, 2009. On March 12, 2009, six (6) bids were received (see Bid Tabulation Sheet for ITB-09-05). Item #1 (Alum) was awarded to the lowest responsive/responsible bidder – General Chemical in Parsippany, NJ.

Alum (Aluminum Sulfate) is used in the waste treatment process to reduce phosphorous levels below 1.0 mg/L (to maintain permit compliance).

While making price/value comparisons, staff was able to locate a contract that Pinellas County awarded to General Chemical at a cost of \$0.9369 per gallon. General Chemical stated that they would allow us to piggy-back off of Pinellas County's contract honoring the lower price of \$0.9369 per gallon (the City's previous bid price was \$0.9963/gallon). The department estimates a need of approximately \$265,000.00 of Alum during the next twelve (12) months.

Staff recommends the City Commission award an annual contract for the purchase of Alum in the amount of \$265,000.00 to General Chemical, Parsippany, NJ.

B. **Water Meter Purchase from Sunstate Meter & Supply (Newberry, FL)**

In 2008, City staff began negotiations with Triton Corporation to install radio-read water meter heads on both commercial and residential water meters that were less than ten years old, and replace any water meters that were ten years and older with new Neptune brand water meters. The City has used Neptune brand meters exclusively since 1999. Subsequently, negotiations with Triton were cancelled due to price increases, and the City began installing the new meters and heads using City employees.

The new replacement meters will improve revenues by reading water that would otherwise be lost through the old meters, and will require much less in the way of man-hours to read the new meters. The City began testing and implementing the radio-read meters in 2005. All water meters in the City of Winter Haven water system must be Neptune brand (900i series) so they will work with the automated data reading/retrieval system currently in use. Sunstate Meter & Supply, Inc., is the only vendor from which we can obtain these meters. This order is for 3,456 of the small residential size water meters.

Staff recommends the City Commission award a contract for the purchase of 3,456 water meters in the amount of \$628,992.00 to Sunstate Meter & Supply, Inc. (Newberry, FL).

C. Scope of Work with GPI Southeast, Inc. (Tampa, FL) for Annual Report to Include Analysis of Vegetation and Hydrologic Monitoring Results, Required by Water Use Permit Issued by the Southwest Florida Water Management District

In March, 2007, a Water Use Permit (WUP) Modification was issued by the Southwest Florida Water Management District (SWFWMD) to increase the total quantities of groundwater withdrawals permitted for the City of Winter Haven for public supply use. Special Conditions of the Water Use Permit required Environmental Monitoring and Assessment at six specified locations, to include vegetative and hydrologic monitoring. An annual report is also required to include a summary of the vegetative analysis performed during the April-May time period and hydrologic data collected bi-weekly for the previous year.

The report is required to be submitted annually to SWFWMD by July 1st. For the past two years, GPI Southeast, Inc. has been the consultant performing all of the bi-weekly hydrologic data collection and reporting required by the WUP. They have also performed the vegetative analysis and prepared the annual reports submitted to SWFWMD. All monitoring and reporting over this two-year period has been done accurately and on time. The Annual Report submitted last year by GPI Southeast, Inc. was approved by SWFWMD with no comment.

GPI Southeast, Inc. was selected as an environmental consultant through RFQ-08-12 and maintains a Continuing Contract for Environmental Services.

Staff recommends the City Commission approve the Scope of Work with GPI Southeast, Inc. for vegetative monitoring and submission of the Environmental Monitoring Annual Report, in the amount of \$24,436.00.

Motion by Commissioner Powell – move approval of the Consent Agenda.

Motion carried unanimously.

9. **REQUEST TO BE HEARD FROM GENERAL PUBLIC** – None
10. **RESOLUTION** – None
11. **ORDINANCES - FIRST READING** – None

12. NEW BUSINESS

A. RFP-11-17 Fixed Base Operator – Winter Haven Municipal Airport at Gilbert Field

David Dickey, Community and Economic Development Director stated in 1991, the City approved a 20-year contract with Winter Haven Air Services, Inc. to provide Fixed Base Operator services at the Winter Haven Municipal Airport at Gilbert Field. The Agreement is scheduled to terminate in August of 2011.

In anticipation of this occurrence, staff issued a Request for Proposal (RFP 11-17) on November 24, 2010. The RFP was titled “Fixed Base Operation/Operator – Winter Haven Municipal Airport at Gilbert Field” and was intended to solicit proposals from experienced firms for the provision of Fixed Base Operator services at the Winter Haven Municipal Airport at Gilbert Field. It is expected that the successful proposer will provide a “bundle of services” to the general aviation community and will assume full responsibility for operating and managing day-to-day airport operations, fuel sales, provision of a flight school and maintenance shop, aircraft rentals, aircraft hangar property management, and reporting monthly financial activity.

On December 22, 2010, the City’s Procurement Services Division received responses from four firms. Due to the number of proposals, all of the submitting firms were asked to make an oral presentation. On January 10, 2011 a review team consisting of the City’s Community Services Department (T. Michael Stavres), the Executive Services Department (Michele Stayner), the Community & Economic Development Department (David Dickey), and the WH Airport Advisory Committee (Dennis Kochan) reviewed and ranked the four submittals. Points were awarded on the following basis:

• General Business Requirements	25 points
• Qualifications of Operations Manager	25 points
• Work Experience at Similar Airports	20 points
• In-House Capability to Perform Multiple Services	20 points
• Evidence of Potential FBO Integrity	10 points
TOTAL	100 points

Final ranking of the firms is indicated below:

1. North American Flight Centers – 98 pts
2. Saker Aviation Services, Inc. – 75.25 pts
3. Bachman Aviation, Inc. – 63 pts.
4. Tailwheels Etc., Inc. – 58.75 pts.

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City staff has conducted negotiations with the top ranked firm which has resulted in the preparation of a Lease Agreement ready for Commission consideration. Highlights of the Lease include:

- Lease Term – the proposed lease is for a period of ten years with two five year renewal options
- Lessor hereby includes the following premises as part of this Agreement: FBO Area in Terminal Building, Flight School Area in Terminal Building, Building 800-2, Hangar Number 110 and tie down spaces on north and south Terminal ramp/aprons

The following FBO Operations related shall be provided by Lessee:

- Customer Service Counter in Terminal
 - Ramp Services
 - Unicom Operation
 - Fuel Sales
 - Aircraft Maintenance Facility
 - Flight Training
 - Aircraft Rental
 - Aircraft Sales
- Lessee agrees to pay Lessor during the term of this Agreement as follows:

Monthly rent for leased premises as noted below:

1) Terminal FBO Area	\$1,500.00
2) Building No. 800-2	incl. above
3) Terminal Flight School	\$1,000.00
4) Hangar Building No. 110	\$1,500.00

- Fuel Flowage Fees. Flowage Fees will be paid to Lessor as noted below:

- 1) Aviation Gas (AV100LL) - 6.5¢ per gallon pumped
- 2) Jet A Fuel - 10¢ per gallon pumped
- 3) Mogas (91 Octane) - 8¢ per gallon pumped

- Per the Property Management Addendum, the Lessee will receive a management and maintenance fee equal to 29 percent of the monthly hangar rental revenues. Lessee shall be responsible for managing said hangars for compliance with Minimum Operating Standards, bill and collect required lease payments, providing minor/emergency repairs and maintenance, provide tenant assistance, and market and promote hangar properties.

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- The annual base rent shall be adjusted annually in accordance with the Consumer Price Index (CPI-U) or 2.5%, whichever is greater, each October 1 that this Lease is in effect.

Staff recommended the City Commission: (1) approve the Lease Agreement and Property Management Addendum with Heart of Virginia Aviation, Inc. (parent company of North American Flight Centers) for the provision of Fixed Base Operations/Operator services at the Winter Haven Municipal Airport at Gilbert Field; and (2) authorize City Manager to finalize Agreement with Heart of Virginia Aviation, Inc., pending receipt of Federal Aviation Administration (FAA) approval.

City Manager Dale Smith recommended the City Commission offer two separate Motions for the FBO Contract and the Management Agreement per Federal Aviation Administration requirement.

Mayor Potter questioned the City Attorney John Murphy does the Federal Aviation Administration require the FBO Contract and Management Agreement are to be signed separately.

City Attorney John Murphy responded yes; the contracts have been revised to reflect that information.

Motion by Commissioner Beckett – move approval of contract for the FBO services with Heart of Virginia Aviation, Inc. to operate the Fixed Base Operation at Winter Haven Municipal Airport at Gilbert Field.

Mayor ProTem Powell questioned if the FAA has had any issues with Heart of Virginia Aviation, Inc.

City Manager Dale Smith responded No, we can check with FAA before we sign the agreement.

Commissioner Beckett announced to differentiate Heart of Virginia Aviation, Inc. from any other corporation was their dedication to serve. They provided the best presentation than any one that came before staff on that day. Their contract does include IN and Out Service at no additional cost to the City. This is the type of service we need to be truly competitive and they will provide it in the contract.

Mayor ProTem Powell stated he had the opportunity to sit down and speak with them briefly.

Motion carried unanimously.

Motion by Commissioner Beckett – move approval of the Property Management Agreement between the City and Heart of Virginia Aviation, Inc. to operate the Fixed Base Operations/Operator services at the Winter Haven Municipal Airport at Gilbert Field.

Motion carried unanimously.

B. Request to Approve Design Build Contract with Everett Whitehead & Son, Inc. for a Downtown Parking Garage

David Dickey, Community and Economy Development stated with the continued success of the City's redevelopment efforts in the Downtown area, the current inventory of surface parking is not meeting the needs of existing Downtown businesses and public facilities. For the continued success and expansion of the City's Downtown area, additional parking, in the proper location, is critical.

To address this need, staff issued a Request for Qualifications (RFQ 11-11) on November 5, 2010. The RFQ was titled "Design Build Services for a Downtown Parking Garage" and was intended to solicit proposals from experienced design-build firms for the design and construction of a parking garage on a City-owned parcel located at the southeast corner of 3rd Street, NW, and Avenue A, NW.

On November 18, 2010, a pre-submittal conference was held at City Hall to introduce the City staff responsible for the project as well as answer any questions from interested firms.

On December 7, 2010, the City's Procurement Services Division received Statements of Qualification from 11 separate teams. On December 11, 2010, a review team comprised of staff from the Community Services Department (T. Michael Stavres), the Utilities Department (Kim Hansell), the Community & Economic Development Department (David Dickey), and the Winter Haven Hospital (Mark Meeks) reviewed and ranked the 11 submittals. The following teams were selected/short-listed for oral presentations:

- Wellbro Building Corporation – Maitland, FL
- The Haskell Company – Jacksonville, FL
- Henkleman Perry-McCall, LLC – Lakeland, FL
- Tucker Construction & Engineering, Inc. – Winter Haven, FL
- Everett Whitehead & Son, Inc. – Winter Haven, FL

On January 6-7, 2011, the review team conducted interviews of the 5 firms. Points were awarded on the following basis:

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|---|-----------|
| • General Information | 10 points |
| • Experience and Qualification of Firm/Team | 20 points |
| • Experience of Key Personnel Assigned to Project | 20 points |
| • Understanding of the Project and Approach | 20 points |
| • Local Participation and Staffing Plan | 20 points |
| • Organizational Resources | 10 points |

TOTAL

100 points

Final ranking of the firms is indicated below:

1. Everett Whitehead & Son, Inc. – 90.3 pts
2. Henkleman Perry-McCall, LLC – 86.55 pts
3. Tucker Construction & Engineering, Inc. – 80.2 pts.
4. The Haskell Company - 76.6 pts.
5. Wellbro Building Corp. – 70.5 pts.

At its January 24, 2011 meeting, the City Commission authorized staff to conduct negotiations with the top ranked firm, Everett Whitehead & Son, Inc. Negotiations have been finalized and resulted in the attached contract. Highlights of the contract include:

- For purposes of this project the work has been separated into two separate phases:
 1. The “*Design Phase*” which will include:
 - a. Design the Project, including drafting all plans, renderings, specifications, technical specifications (“01” documents) and other design documents necessary for the timely construction of the Project in accordance with the Contract Documents;
 - b. Develop a timetable for construction of the Project, in consultation with the Owner;
 - c. Perform Architectural and Engineering phase services for the Owner to include structure design, civil engineering, landscape design and MEP site design; at the completion of 75 percent design drawings City and Design-Builder will negotiate a Guaranteed Maximum Price.
 2. The “*Construction Phase*” wherein the Design-Builder will perform construction services to physically construct and deliver the Project for a Guaranteed Maximum Price.
- Liquidated Damages. Design-Builder shall pay the City the sum of One Thousand Dollars and no cents (\$1,000.00) for each day that expires after the time specified for Substantial Completion of construction has expired. Further, Design-Builder shall pay Owner the sum of One Thousand Dollars and no cents (\$1,000.00) for each day that expires after the time specified for Final Completion has expired.

- This is a guaranteed not-to-exceed pricing contract. Design-Builder shall deliver the Project ready and suitable for occupation to Owner for a "Guaranteed Maximum Price." Owner and Design-Builder shall have up to fifteen (15) days from the approval by the Owner of seventy-five percent (75%) design documents for the Project to either agree to a Guaranteed Maximum Price or to negotiate an agreed Guaranteed Maximum Price with Design-Builder.
- The Owner is tax exempt and upon agreement with the Design-Builder may purchase directly various construction materials, supplies and equipment that may be part of this Contract.
- Design-Builder shall submit an invoice to Owner's Representative requesting payment for ninety percent (90%) of the Subcontract Costs and/or Design-Builder's fees and expenses incurred in the performance of Services and the Work during the preceding month.
- Change Orders must be signed by both Design-Builder and Owner. In the event a change in the amount of the Guaranteed Maximum Price is requested by Design-Builder, the Design-Builder shall submit documentation justifying the Design-Builder's claim for a change in the Guaranteed Maximum Price for review and approval by the Owner. Absent an Owner Directed Adjustment in the scope of the Work to be performed for the Project, the Owner retains sole and unilateral discretion to approve a requested change in pricing by Change Order.
- Owner may for any reason whatsoever terminate performance of the Services, the Work, this contract, or any part of any of them, for Owner's convenience. Owner shall give written notice of such termination to Design-Builder specifying when termination becomes effective and the scope thereof.
- The Design-Builder may stop work or terminate the Contract under the following conditions:
 1. Public Authority. Should the work be stopped by any public authority for a period of thirty days or more through no fault of the Design-Builder.
 2. Owner's Action. Should the work be stopped through act or neglect of the Owner for a period of twenty-one days or more.
 3. Failure to Pay. Should the Owner fail to pay the Design-Builder any approved payment within fifteen days after it is due.

Staff recommended the City Commission authorize the City Manager to execute the Design Build Contract and to negotiate a Guaranteed Maximum price related to the Downtown Parking Garage.

Motion by Commissioner Birdsong – move approval to authorize the City Manager to execute the Design Build Contract and to negotiate a Guaranteed Maximum price related to the Downtown Parking Garage.

Commissioner Beckett asked the City Attorney if the Design Build Contract and to negotiate a Guaranteed Maximum price have to be separate contracts.

City Attorney John Murphy responded, No.

Mayor ProTem Powell asked did the CRA vote on this item.

City Manager Dale Smith responded this is not a CRA project.

Motion carried unanimously.

C. The Landings WH Partners, LLC

City Manager Dale Smith stated we had a Workshop on the Landings last Friday. We do not have a contract, but once it is finalized it will be brought before the Commission for final approval. If we have it readily available before the next City Commission Meeting I would ask the Mayor to call a Special City Commission Meeting.

Mayor Potter indicated it is specified in the Charter that the Mayor, any two (2) members of the commission, or the City Manager may call special meeting of the Commission. If the contract is ready before the next City Commission Meeting we will move forward with the Landings contract.

Commissioner Beckett asked the City Attorney about the time requirement to call a Special Meeting.

City Attorney John Murphy responded not less than six 6 hours before the Special City Commission meeting; we would like to give notice within reason. This is not the nature of an emergency.

Commissioner Beckett questioned if an advance 24 hours notice has to be given before a Special Commission Meeting.

City Manager Dale Smith responded we will notify the press at least a day in advance. We will notify the public of the Special Meeting.

City Attorney John Murphy stated I have a conference call with the attorneys on the Winter Haven Landings. This will be my first opportunity to speak with the Landings Attorneys. We are moving forward with the Landings contract.

D. Purchase of 2011 Police Administrative and Patrol Vehicles

Police Chief Gary Hester stated the Police Department, through its Capital Depletion Plan, is scheduled to replace 22 Police service vehicles from its current fleet during the 2010-2011 fiscal year. The vehicles are being replaced due to age, mechanical issues and those vehicles that have been totaled as a result of crashes.

The Capital Depletion Fund currently has \$603,000.00 that is set aside and will more than fund the purchase of the replacement vehicles.

The Police Department requests approval of expenditures in the amount of \$502,825.00 from the Capital Depletion Account # 110-80-000-6420 for the listed equipment purchases and disbursements:

- Purchase thirteen (13) "Police Pursuit" Chevrolet Impalas:

Cost: \$263,965.00

Justification: The Police Department fleet has 20 patrol vehicles that are in need of replacement.

- One (1) 2000 Crown Victoria
- Eleven (11) – 2004 Crown Victorias (one is totaled from a crash)
- Six (6) – 2003 Crown Victorias (three are in need of a new transmission or motor and one is totaled from a crash)
- One (1) – 2006 Crown Victoria totaled from a crash
- One (1) – 2007 Crown Victoria totaled from a crash

The "Police Pursuit" Impalas will be purchased from Garber Chevrolet, (Green Cove Springs, FL) which has the competitive low bid for the Florida State Contract.

- Purchase two (2) Unmarked "Police Pursuit" Chevrolet Impalas:

Cost: \$38,328.00

Justification: Two (2) additional unmarked vehicles are needed for the Patrol Lieutenants. The Patrol Lieutenants currently all have "Police Pursuit" vehicles that are white in color. These vehicles will be marked and placed into service in the Patrol Division.

The unmarked "Police Pursuit" Impalas will be purchased from Garber Chevrolet, which has the competitive low bid for the Florida State Contract.

- Purchase five (5) Police Administrative Non-Pursuit Chevrolet Impalas:

Cost: \$85,120.00

Justification: There are five (5) administrative positions that currently have unmarked "Police Pursuit" or marked "Police Pursuit" vehicles. The administrative Non-Pursuit vehicles are considerably less expensive than the pursuit vehicles and will be assigned to sworn officers in administration or command assignments. This will free up "Police Pursuit" vehicles for assignment to the patrol division.

The Administrative Non-Pursuit Impalas will be purchased from Bartow Chevrolet, which has the competitive low bid for the Florida Sheriffs' Association contract.

- Purchase two (2) Ford Focus standard issue vehicles.

Cost: \$26,536.00

Justification: Two (2) support vehicles are in need of replacement. One vehicle is for the Community Service Officers and the second vehicle is for the Court Liaison. These vehicles do not need to be "Police Pursuit" vehicles.

The Ford Focuses will be purchased from Bartow Ford, which has the competitive low bid for the Florida Sheriffs' Association contract.

- Purchase all necessary emergency and police-related equipment for the 22 police vehicles.

Cost: Approximately \$88,876.00

Justification: The "Police Pursuit" vehicles, administrative Non-Pursuit vehicles, CSO and Court Liaison vehicles will all need additional equipment. (i.e. lights, siren, prisoner cages, push bumpers, shotgun/rifle racks, etc.) In the past these items have been purchased from the state contracted dealership and the cars were delivered fully equipped (minus radios and striping). In an effort to save taxpayer dollars and afford local vendors an opportunity to bid, staff asked for and received estimates to purchase these items. The initial responses from local vendors show that the department will save approximately \$100.00 per marked vehicle and \$1,621.00 per unmarked vehicle. Included in this savings will be additional needed equipment, which is push bumpers and locking shotgun/rifle racks.

Pending the formal bid process, this equipment will be purchased from the lowest responsive bidder.

There were three goals that were identified this year in the purchasing of replacement vehicles. These goals were to save taxpayer dollars by purchasing more efficient vehicles and provide opportunities for local vendors to participate in the bid process.

One of the most notable reductions in costs was due to the decision to not purchase extended warranties. In researching the costs associated with replacing major component parts, such as transmissions or engines for a vehicle, it was determined that when these failures have occurred, the warranties would have already expired and the repairs would not have been covered.

By eliminating the extended warranties the Department saved \$3,465.00 per vehicle, which resulted in a total cost savings of \$76,230.00. This savings will remain in the Capital Depletion Account.

The other notable reduction in cost was due to the Police Department obtaining a grant to purchase the required vehicle police radios.

If the Department had not taken this approach the cost to purchase the above requested vehicles would have been \$601,963.00 plus the cost of radios. The cost to make these purchases using this proposal is \$502,825.00. This is a cost savings of \$99,138.00.

Staff recommended the City Commission approve the purchase of Police Department vehicles from the Capital Depletion Account in the amount of \$502,825.00.

Motion by Commissioner Powell – move approval Purchase of 2011 Police Administrative and Patrol Vehicles

Commissioner Beckett announced this was discussed briefly at the workshop and the average cost of these vehicles is under \$23,000. Thanked Chief Hester for the cost savings on the vehicles.

JP Powell questioned the design of the vehicle.

Police Chief Hester responded Al Holmes, Facilities Maintenance Division Director and Captain Charlie Bird worked diligently to get good quality equipment for staff and tried be good stewards of the City's money.

Mayor ProTem Powell questioned who designed the vehicle.

Police Chief Hester answered it was a combined effort between Captain Charlie Bird, Jamie Brown, PIO/Crime Prevention Specialist and a vendor proposed the design of the vehicle.

Motion carried unanimously.

13. **CITY COMMISSIONERS/LIAISON REPORTS**

A. City Commissioners

Commissioner Birdsong attended the African American Contributions to the History of Winter Haven where two of our former Mayors, Lemuel Geathers, first African American Mayor and Ann Darby, the first and only female African American Mayor to serve on the City Commission, Theodosia Atkins and U.J. Johnson, CRA Board Member, gave the history of Winter Haven. Announced Florence Villa at one time had its own City Commission and in 1925, Florence Villa merged with the City of Winter Haven. The Economic Development Consultant met with us on the economic vision for the City of Winter Haven. We have the greatest staff in the County. Thanked staff for doing a great job.

Commissioner Hunnicutt announced the WHAT Board Meeting was cancelled. Do we know when we are going to review the Mobile Food Vendor Ordinance?

City Attorney John Murphy responded we are in the process of looking at ordinance regarding open container and solicitation and trying to create a civil special magistrate system to handle the first few offenses. We have not specifically started to review the Mobile Food Vendor Ordinance, but we should. The schedule was move quickly because of the litigation that had been initiated against us. I have not heard any Code Enforcement issues, but certainly we try to be as specifically and as clear as possible to require registration, the provision of permission from the owner, survey type information and a fee. So we will know where they are if they are not doing that then Code Enforcement needs to deal with it.

Commissioner Hunnicutt questioned the Solid Waste sub-element goals objective and policy draft. Some of the languages have been changed. The Policy 1.21, adjust fees and services as needed to ensure cost recovery. We talked about this in the Workshop at Rotary Park. We changed the level of service from twice per week and it should be weekly.

City Manager Dale Smith asked David Dickey to respond to Commissioner Hunnicutt's questions.

David Dickey, Community and Economic Development Director responded, the Comprehensive Plan is a general policy statement the City Commission wants to follow. It is not binding upon the Commission to follow it. There are options available and open to the Commission.

Michael Stavres, Community Services Director asked Commissioner Hunnicutt was his first question regarding Policy 1.2.1?

Commissioner Hunnicutt responded, Yes.

Michael Stavres, Community Services Director answered annually we monitor those rates from what it cost the City for maintenance of vehicles, personnel, everything that goes along with the collection and disposal fees. Along the contract and any agreements we have with Polk County Landfill and review that in accordance to what our fees are to make sure we are covering our cost for that. At any given time those fees could increase to EPA Regulation for the landfill or decrease through a more efficient means to collect and dispose as we evaluate those costs in comparison to revenue. We do have that option. The issue with the once per week collection, the City Manager and I heard the Commission when it was discussed; the Commission is not interested in a once per week collection. We are not pushing the once a week collection at this point. We would like to schedule a Monday workshop that pertains to solid waste to discuss some of the efficiency opportunities we need to implement pertaining to routes reduction and consolidation, but still providing twice per week collection and some expanded recycling opportunities for our residents; we are piloting right now with commercial customers. Over time we are meeting the State recommendation for 75% recycling of all of the solid waste materials. The Commission may consider twice per week recycling collection and once per week solid waste collection because of the participation from residents. This gives us the opportunity for the Commission to examine it. They have that opportunity without returning to the State for any level of Comprehensive Plan Amendment because we had it originally scheduled as twice per week.

Commissioner Hunnicutt stated I previously asked the City Attorney to examine our Charter and the conclusion was the City Commission was content with the Charter. When I review the City Charter it is an organic matter. Compared to other cities, we have no Bill of Rights in the Charter for our citizens. We discuss openness and transparency, but I do not see it in the Charter. We asked the City Attorney to bring some resolutions forward that other Cities are using. We had an opportunity that would have sent a strong message to our communities that we want them involved in the City. I feel my part as a Commissioner, we shut the door in their faces. What greater statement, allowing the citizens to be a part of the City by being a part of the Charter. I read the resolutions brought forward. I am not asking for an opinion from the City Attorney, but I would like comments as to the type of scenarios other cities have presented to their City Commission.

City Attorney John Murphy responded, the City of Lake Alfred utilized it and as it was a very successful effort, and it addressing concerns the local community had relating to the frame work of the Charter. The City of Bartow had a very successful effort as well, but there were some significant land use issues that had been a challenge through the City of St. Petersburg and that was the genesis of the Save Our Town effort Charter movement, which resulted in a significantly revised Charter. The City of Lake Alfred's Charter was not

significantly revised, but it did involve the citizens in a 9-10 month process that will be presented April 5.

Commissioner Hunnicutt thanked the Attorney for the explanation.

Commissioner Beckett attended the African American Contributions to the History of Winter Haven and thanked Deric Feacher for doing an excellent job putting together the program with Lemuel Geathers telling the story of his mother living across from a church on Central Avenue, which was the Black section of town. In 1925 when Florence Villa was incorporated into the City of Winter Haven, that was the White section of town. Everything has changed over the years and great stories were told. I learned a lot about the history of Winter Haven. Attended Community Heritage Day at the Winter Haven Recreational and Cultural Center and the Reverse Trade Show at the Orange Dome. Today, I saw "Waiting for Superman" put on by State Farm and thanked Chris Neal with State Farm for putting together a great educational program. There is a Transit meeting on March 10 in Bartow which will involve all the elected officials in Polk County to discuss Mass Transit. I would like to encourage anyone who is concerned or has any strong opinion about Mass Transit to be a part of the meeting. I do not know if the public would be allowed to speak, but it will be worth knowing where all the elected officials stand. Thanked former Mayor Ellie Threlkel and Dr. Jim Threlkel, CRA Board Member for attending the City Commission Meeting.

Mayor ProTem JP Powell attended the African American Contributions to the History of Winter Haven and commended Deric Feacher for doing a great job. I was honored to be a guest at the Winter Haven High School Football Banquet; they had an outstanding year. I brought greetings to the 17th Annual Community Heritage Day at the Winter Haven Recreational and Cultural Center with Commissioner Beckett and Chief Hester. Attended Economic Development, Utility Rate, and The Landing Workshops.

Mayor Potter stated as the fellow Commissioners attend all these meeting, we count on the information to come back to us, to let you know what is going on in the City. I was disappointed when Polk County was going to Washington to ask for \$1.2 million for new buses for the WHAT System and we are in the process of disbanding the WHAT Board. Government is still doing what Government does best. If money is out there they are going after it and letting us know that they have received it. I was not aware and did not know until I read it in the newspaper that it was one of the priorities listed. I was a little disappointed that information was not brought forward to the City. I know that is the normal rather than what they should be doing. I know we are a large county and have a lot of responsibilities, but when we are spending money, I think everybody involved should be notified. As the City moves forward with The Landings, Legoland, Education Blue Ribbon, and Enterprise Zone High Tech Corridor, it is a pleasure to attend these meetings and let them know what we are doing and where we are going in the City of Winter Haven.

Dale and I attended a meeting at USF Polytechnic to broaden our approach with the City's Lakes Program. The professor in charge of the program said you guys are so receptive and every time I make a presentation everybody is afraid you are going to ask for money. We want results and may not all agree on how we get those results, but we are going to discuss the issues and vote on it. It is a pleasure representing the City of Winter Haven.

The City Commission and staff have received a proposal from the Community Foundation of Greater Winter Haven in regards to naming the Chain of Lakes Downtown Trailhead Park in Honor of Marlene Duffy Young. The discussion as it goes forward with input from the Community is going to reflect what is receptive to all of us. To honor someone who has given so much to the City of Winter Haven. Staff has been asked to present information to the City Commission. We do not have a policy and as soon as you assume there is a policy then you get in trouble. Staff has assured the Commission it is in the process of finalizing a policy for naming landmarks, parks, etc within the community. We are not passing this on, but waiting for staff to bring forward the criteria for naming entities to the Commission. We are moving forward and would like to thank the Community Foundation of Greater Winter Haven for bringing this to our attention.

B. **City Attorney** stated the Town of Dundee had a community effort that resulted in a number of changes to their Charter. I will meet with the Attorneys of the Winter Haven Landings tomorrow. The McCall matter, everyone has been served papers. We had a volunteer mediation at our offices and provided a copy of the letter that was mailed to Mr. McCall, to the City Manager. I cannot get into the specifics of the meditation, but Mr. McCall has until March 4 to contact the City.

C. **City Manager** attended the African American Contributions to the History of Winter Haven and enjoyed listening to former Mayors Ann Darby and Lemuel Geathers, and U.J. Johnson share historical information about Florence Villa and Winter Haven. Each participant will be given the opportunity to share their history of Winter Haven during a recorded session at the Winter Haven Library.

D. **Assistant to the City Manager** announced the Library staff will be recording the History of Winter Haven and asked anyone interested in the History of Winter Haven to please contact the Library staff.

E. **City Clerk** - None

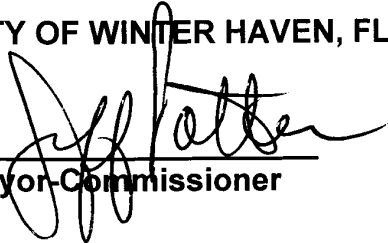
14. **DEVELOPMENTS OF NOTE**

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

16. **COMMENTS FROM THE AUDIENCE**

17. **ADJOURNMENT** - 8:54

CITY OF WINTER HAVEN, FLORIDA



Mayor-Commissioner

ATTEST:



City Clerk