

**CITY OF WINTER HAVEN
MINUTES OF REGULAR CITY COMMISSION MEETING
MONDAY, MARCH 14, 2011
7:30 PM**

DRAFT

1. **CALL TO ORDER**

Mayor Potter called the meeting to order at 7:30 p.m.

2. **INVOCATION**

Rodger Armstead, Lt. Col. Chaplain, U.S. Army Retired Winter Haven Hospital

3. **PLEDGE OF ALLEGIANCE**

Led by Dorothy Johnson, City Clerk

4. **PRESENTATION**

American Red Cross Month Proclamation accepted by Chad Magnuson, Polk County Chapter Executive

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

Commissioners Present: Jamie Beckett, Mayor Pro Tem JP Powell, Nathaniel Birdsong, Jr., Steven Hunnicutt, Mayor Jeff Potter

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

6. **MINUTES**

February 28, 2011 Regular City Commission Workshop Minutes
February 28, 2011 Regular City Commission Meeting Minutes

Motion by Commissioner Powell - move approval of February 28, 2011 Regular City Commission Workshop and Regular City Commission Meeting Minutes.

Motion carried unanimously.

7. **ORDINANCE – SECOND READING – PUBLIC HEARING** - None

8. **CONSENT AGENDA** – None

9. **REQUEST TO BE HEARD FROM GENERAL PUBLIC** – None

10. **RESOLUTIONS** - None

11. **ORDINANCES – FIRST READING**

A. **Ordinance O-11-05 – Administrative request to revise Chapter 18, Article II of the Code of Ordinances, relating to Timed Parking spaces and Timed Parking Zones**

City Attorney read the Ordinances by title only. Michael Stavres stated Chapter 18, Article II of the Winter Haven Code of Ordinances was established to regulate the parking of vehicles on, adjacent to and within City streets, sidewalks and other public places. In addition to designating where and for how long vehicles may be parked, the ordinance addresses the procedures for enforcement by the Police Department and the amount of fines, tickets and penalties.

The present ordinance was originally codified in 1959. Over the past 52 years, society's dependence and reliance on personal vehicles has expanded exponentially. The presence of personal vehicles in the downtown core of the City is no exception to this expansion. As a result, some of the most frequent complaints addressed by staff relate directly to parking including general availability, timed parking spaces, and/or enforcement.

In late 2009, staff evaluated the existing parking scheme of the downtown core area. With the assistance of Main Street Winter Haven, staff met with downtown merchants to identify specific parking-related issues and determine what changes could positively impact the current conflicts. Some of the more favorable changes as supported by the merchants include:

- Increase timed parking spaces from 2-hours to 3-hours;
- Creation of Timed Parking Zones to minimize the opportunity for persons to simply move their vehicle to another space within the immediate block/area;
- Increase the fine for illegal parking from \$5.00 to \$10.00 for each of the four initial offenses within a 12-month period and establish a fine of \$25.00 for each additional violation thereafter.

Ordinance O-11-05 revises Section 18, Article II of the City of Winter Haven Code of Ordinances to allow for the implementation of the aforementioned changes. Furthermore, the ordinance as revised authorizes the City Manager or his/her designee to establish timed parking spaces and zones and to lease

individual parking spaces in City-owned lots, as in his/her judgment may be necessary.

Without question, the construction of the new City-owned parking garage downtown will impact current parking practices and issues. It is staff's intent to only implement the change in fines and duration for parking at this time and where appropriate. The other revisions noted will be implemented as needed over time taking into consideration the impact of the parking garage.

The revised ordinance has been reviewed and approved by the City Attorney and the Chief of Police.

T. Michael Stavres, Community Services Director mentioned at the Workshop the Ordinance was revised to add the language any decisions made by the City Manager or His/Her Designee pertaining to changes required to be brought to the City Commission for final authorization and amend the issue of removing chalk from tires, so it applies to when a person does so in an effort to obey a fine.

John Murphy, City Attorney announced the Police Chief asked that he address the provision detailing the statutory site that allows the violation to be delivered by the Police Department to the Clerk of Court for further action.

Staff recommended the City Commission approve Ordinance O-11-05.

Mayor Potter stated the Second Reading and Public Hearing for Ordinance O-11-05 will be held March 28, 2011; however, if anyone would like to address this Ordinance they may do so at this time.

12. **NEW BUSINESS**

A. Agreement Between the City of Winter Haven and Polk County Board of County Commissioners for RussMatt Baseball Collegiate Spring Training

Michael Stavres, Community Services announced in 2007, staff and Polk County Tourism and Sports Marketing (PCTSM) coordinated on an opportunity to host a collegiate level spring training event at Chain of Lakes Park upon expiration/termination of the Use Agreement with the Cleveland Indians. With assistance from PCTSM, staff negotiated a Use Agreement with RussMatt, LLC for such a program that began in February 2009 and had a term of two (2) years.

At the January 11, 2010 City Commission Meeting, the Commission approved a separate Recruitment and Marketing Agreement with PCTSM. This Agreement addressed funding needed for improvements to the lower field practice areas, created an opportunity for sponsorship packages, and increased marketing/recruitment efforts to attract events to Chain of Lakes Park. In addition, the Agreement stipulated that as a result of the Marketing/Recruitment

Agreement that the Use Agreement would be extended an additional three (3) years through February 15, 2014. The subsequent Use Agreement is summarized below.

- The term of the Agreement is for three (3) years with one (1) additional five (5) year term extension available.
- The Agreement allows PCTSM use of Chain of Lakes Park and/or other facilities as designated by the City from the third Friday in February through the first Saturday in April annually during each year of the Term of the Agreement.
- PCTSM represents to the City that RussMatt Baseball has the experience, skill and authority necessary to perform the services outlined in the Use Agreement.
- All scheduling, event management (excluding field and building maintenance crews), concessions/merchandizing, gate attendants, security personnel and other necessary workers are the responsibility of the County.
- Payment of rental fees and any taxes attributable for their use are the responsibility of the County.
- The City is responsible for providing the venue and field/facility maintenance.
- In executing the Agreement the County and the City do not intend and in no way waive their respective constitutional and statutory right to sovereign immunity. Accordingly, nothing stated in the Agreement shall be interpreted or construed as (i) a waiver of the parties' sovereign immunity; (ii) an extension of the limited waiver of each parties' sovereign immunity as stated in Section 768.28, Florida Statutes; (iii) a waiver of any requirement or condition stated in Section 768.28, Florida Statutes; or (iv) either party's consent to be sued. Any claims asserted against either party must comply with the procedures stated in Section 768.28, Florida Statutes.
- Either party may terminate the Agreement, with or without cause, by giving 60 days written notice to the other party.

The Agreement has been reviewed by the City Attorney and incorporates his comments where appropriate.

Staff recommended the City Commission approve the Agreement between the City and Polk County Board of County Commissioners for RussMatt Baseball Collegiate Spring Training.

Motion by Commissioner Powell - move approval of the Agreement between the City of Winter Haven and Polk County Board of County Commissioners for RussMatt Baseball Collegiate Spring Training

Commissioner Beckett welcomed Mark Jackson, Tourism and Sports Marketing Director to the Commission Meeting and stated in the Workshop my concern is how we market these games to the public and so they are a greater value to the people of Winter Haven and surrounding areas. I would like to schedule a meeting so we can work together to maximize the potential for the public to be made aware of the games.

Mark Jackson, Tourism and Sports Marketing Director responded yes.

Motion carried unanimously.

B. Chain of Lakes – Agreement for Sale – Landings WH Partners, LLC

T. Michael Stavres, Community Services Director stated following the departure of the Cleveland Indians Spring Training Operation in 2008, concepts for the redevelopment of the Chain of Lakes (COL) property began to emerge. In anticipation of future redevelopment activity, the City processed the required Comprehensive Plan amendment in 2010 that re-designated approximately 45 acres of the site from Recreation and Open Space/Institutional to Commercial Retail.

Since 2008, City staff has met with several development groups interested in purchasing and developing the COL property. Until recently, negotiations never progressed to a point where City Commission action was necessary. However, negotiations with Landings WH Partners, LLC, have resulted in a proposed Agreement (attached).

One of the key considerations that have permeated the negotiations has been the commitment to avoid an interruption in existing services currently offered at the complex. As structured in this proposed Agreement, this commitment is intact. Also, staff has met with representatives of a third party service provider and has identified \$400,000.00 in net efficiencies resulting from a possible partnership to out-source certain services. The savings would result from a reduction in cost related to staff and outside service providers, and an annual contribution of approximately \$100,000 from the service provider towards debt service. Any partnership will need to be formalized through a subsequent use agreement that will require Commission action.

Staff has also met with representatives of the Theatre Winter Haven to discuss the effects of the redevelopment of the property on its operations. The Theatre is open to remaining on the property and its presence will contribute to the projects overall success. A one-time capital contribution by the City in the amount of \$4.0 million is being proposed to help offset costs associated with the relocation of its facility.

CASH FLOW ANALYSIS:

Cal Bowen, the City's Financial Services Director, prepared a fundamental cash-flow analysis (attached). For purposes of the analysis, the following assumptions are used:

1. Net proceeds from sale of the COL property will be \$9.5 million. Property to be taken down/sold in 3 phases.
2. Construction cost of fitness center (\$9.1 m), theater (\$4 m), ball fields (\$3 m), and 200 spaces in a jointly owned parking garage (\$2.4 m) is \$18.5 million.
3. Debt is to be a 4% bank qualified loan over 10 years. Required internal borrowings will include 4% interest cost.
4. New ad valorem revenue will ramp up through 2018 when it reaches a maximum of \$1.2 m (estimated).
5. Efficiency savings from a partnership with a third-party provider is estimated to be \$400k annually.

New ad valorem revenue generated from the project will reach \$1.2 million annually in 2018. Given the cost of debt is estimated at \$1.244 million annually, the project will have an immaterial negative cash flow through 2019. For this reason, internal borrowing will be required to cover the shortfall in annual debt service payments. The overall debt will be retired in 2022. Any required internal borrowing will occur primarily from the Capital Depletion Fund.

PHASING:

The property is proposed to be developed in three phases, generally described below:

- Phase 1 – northeast and southeast portion of the property with Municipal Facilities along US Highway 17. Orange Dome and Stadium will be demolished. Ball fields will need to be constructed off-site. Parking garage will also be constructed.
- Phase 2 – interior and southwestern portion of the property. The bulk of retail will be constructed during this phase.
- Phase 3 – property generally located in northwest part of property bounded by US Highway 17 and Cypress Gardens Boulevard. Balance of commercial property to be developed during this phase.

DEPOSITS:

The proposed Agreement calls for two separate deposits:

1. An initial non-refundable deposit in the amount of \$50,000.00 to be paid upon the execution of the Agreement by the Buyer and Seller. These funds will be applied to the purchase price of Phase 3.
2. An additional \$50,000.00 deposit to be paid five (5) days after the end of the Feasibility Period. These funds will be applied to the purchase price of Phase 1.

ONE HUNDRED FIFTY DAY FEASIBILITY PERIOD:

Upon execution of the proposed Agreement, a one hundred fifty day Feasibility Period will commence. During this period, the Buyer and Seller will be conducting certain studies and/or evaluations. Buyer may during the Feasibility Period, at its sole expense:

1. obtain a survey of the property
2. secure a title insurance commitment (i.e. title insurance will be required prior to any closing)
3. conduct certain environmental/geotechnical studies
4. apply for proper zoning approvals
5. determine the cost of required infrastructure improvements.

During the Feasibility Period, the Buyer and Seller will negotiate and enter into a Developer's Agreement which will – among other things - establish the specific boundaries of an interim closing (i.e. if an interim closing is to occur) and three (3) subsequent phases, establish the location and configuration of the relocated municipal facilities, and finalize required easement agreements and covenants and restrictions.

CLOSINGS:

As established in the proposed Agreement, three (3) separate required closings will occur and one (1) interim closing may occur as outlined below:

1. One (1) interim closing may occur prior to December 31, 2012, if Buyer elects to have one and provides notice to the City stating its election to have such an interim closing in accordance with the Agreement. It is anticipated that such an interim closing would be a parcel approximately five (5) acres in size which is part of the larger parcel contemplated in paragraph 2 below. The general location of this parcel is the northeast portion of the property along Cypress Gardens Boulevard. As indicated above, the exact location of this parcel will be identified during the one hundred fifty day Feasibility Period.

2. First required closing to include a minimum of one-third of the property (less any portion of the property conveyed at the interim closing if such interim closing occurs) and will occur no later than December 31, 2012;
3. Second required closing to include a minimum of one-third of the property and will occur no later than December 31, 2014; and
4. Final required closing to include the balance of the property and will occur no later than December 31, 2016.

Motion by Commissioner Beckett - move approval of the Chain of Lakes – Agreement for Sale – Landings WH Partners, LLC

Commissioner Powell asked where Theatre Winter Haven wants to relocate according to Exhibit A.

David Dickey Community and Economic Development Director responded in Exhibit A, do you see the municipal facilities garage and fitness center? Our discussions to this point will be an expansion of the fitness facility. The facility will be attached to the fitness facility so they can share the common areas between the fitness center and Theatre Winter Haven. This will be handled during the Feasibility Period.

Commissioner Powell questioned would the facility be larger than Theatre Winter Haven's current building?

Dickey, Community and Economic Development Director responded this is a decision of Theatre Winter Haven.

Commissioner Powell questioned when does the One Hundred Fifty Day Feasibility Period commence?

David Dickey, Community and Economic Development Director responded, tomorrow.

Mayor Potter reiterated, if it is agreed upon tonight.

Commissioner Hunnicutt addressed the City Manager concerning the ball fields' assumption in Phase III. We discussed the relocation of the ball fields and you brought this forward to the Commissioners about Bengé Development moving forward with the project.

City Manager Dale Smith responded the ball fields are addressed in the Agreement and Bengé Development could do the design work and make a recommendation for the Sports Complex and Theatre Winter Haven.

John Murphy, City Attorney asked the Commissioners did they receive the revised version of the Agreement with revisions to pages 18 and 19 and the map?

City Manager Dale Smith, mentioned the letter received from J. Kemp Brinson, Clark, Campbell, Mawhinney & Lancaster, P.A. referencing the Agreement for Sale and Purchase with Landings WH Partners, LLC (attached).

Mayor Potter announced J. Kemp Brinson, Chairman of the Board of Trustees of Theatre Winter Haven wrote a letter of support for whoever the City deemed appropriate where Theatre Winter Haven would be located. The Commission has indicated it would like to move forward with a shared-use facility at the Landings for the economic impact and development it would have in conjunction with the parking garage to alleviate a lot of issues. Staff will have someone deemed appropriate to coordinate this project so all parties needs are satisfied and the City has committed funding for this project. We will place into record the letter received from Kemp Brinson, Chairman of the Board of Trustees of Theatre Winter Haven.

Commissioner Birdsong mentioned in the letter's first paragraph, would we pay for preliminary plans out of the moneys allocated.

City Manager Dale Smith responded it is a partnership with Theatre Winter Haven. We cannot do the design work. We do not know their commitment.

Commissioner Birdsong stated we will allocate \$4 million which is predicated on Theatre Winter Haven raising their money. Will the theatre raise the moneys to get some type of perimeters? If we are going to entertain and support Theatre Winter Haven as a part of this project, it is encumbered upon us to assist with moving it forward.

City Manager Dale Smith stated very soon, we will discuss the needs of the City for the sport complex, fitness center and Theatre Winter Haven.

Mayor Potter mentioned it is a development the City is ready to move forward with. It is not what anyone really wanted because we wanted double the money. I do not care to share my concerns on the theatre. When the design is brought forward in 150 days, we will have figures compatible to what we can replace Theatre Winter Haven with. The Theatre is not the determining factor on how to move forward, but how beneficial this development is to the City of Winter Haven. It is important we move forward with this project. Thanked, Staff, the attorneys, Tony Benge, Taylor Purcell and David Carter for their persistence and dedication in leading the way on this project.

Motion carried unanimously.

City Manager Dale Smith stated this Agreement was a challenge and thanked everyone for coming together with the Chain of Lakes Agreement for Sale and Purchase of Real Property – Landings WH Partners, LLC.

Tony Bengé, Bengé Development thanked Commission and staff and indicated staff always keeps the best interest of Winter Haven at heart.

13. CITY COMMISSIONERS/LIAISON REPORTS

A. **Commissioners**

Commissioner Beckett announced he was invited to three events that were pertaining to education. Attended a meeting with Dale Smith, David Dickey and Hiep Nguyen along with a gentleman from LambdaRail. Thanked the Mayor for his ambition and willingness to accept LambdaRail. We have a LambdaRail site here in Winter Haven, which is 10 gigabytes per second and 32 waves. Much faster than what you consider high speed now. It will change the complexion of what high tech is today. On Wednesday, I will meet with David Dickey, Debbie Murphy and an Aircraft Company who is looking at Winter Haven along with five other sites. They would like to put their factory on Gilbert Field. If we are successful in this endeavor, they will start with 80 employees, be at 200 within a year and 600 in five years. There was an article in the paper dealing with the Transit Industry buses. Commissioner Hunnicutt and I are on the WHAT Policy Board. I have expressed some considerable frustration over the past two years. We have had numerous meetings cancelled. I have real concerns about the mass transit in Polk County. I have been as diplomatic as possible and do not see any evidence of our moneys being well spent, or the system being well managed or efficiency even coming into play in the discussions. The meeting that was supposed to occur last week among all Polk County elected officials, did not happen. There have been far too many meetings cancelled. I would like to see us really engage upon this and discuss it. We are spending public money with very little public input. I think that has to change. Addressed travel expense for Commissioners. There has been considerable news coverage about problems in Dundee on travel expenses for commissioners. I recommend we review and/or revise our own procedures. The Commissioners do travel extensively on important issues that require our physical presence. In the interests of the comfort of the public, efficiently and judiciously spending public money, travel needs to be discussed in a public meeting and follow-up with a report of what, why and the results of the meeting. I encourage my fellow Commissioners to do the same for transparency.

Mayor ProTem Powell – Attended the March "First Wednesday" Chamber Breakfast "Success through Early Childhood Development" at State Farm. Children are encouraged to begin reading at the Kindergarten level. Attended Planning Commission meetings on March 1 and March 8 to discuss the Evaluation and Appraisal Report (E.A.R). I had the honor of attending the First Annual Prayer Breakfast hosted by Park Ministries, Inc. on March 14.

Commissioner Birdsong – Attended the March "First Wednesday" Chamber Breakfast "Success through Early Childhood Development" at State Farm. Attended McGillicuddy's Bar & Grill Ribbon Cutting on Thursday, March 3, (originally Sally's Shrimp Boat). It is nice to see the restaurant reopen. Attended Hurst Chapel AME Church where Dr. James H. Ammon, President of Florida A.M. University gave scholarships to local students. He grew up in Winter Haven on Avenue P NE.

Commissioner Hunnicutt – stated I agree with Commissioner Beckett concerning the travel expense. The Florida League of Cities is taking groups to certain areas. I would like to participate in the Central Florida Partnership "Trip to Washington, D.C.", therefore, I am asking the approval of the Commission. I have no problem paying for this trip personally; this is how strongly I feel about this process. Also, I would like to take input from the Commission. One of my concerns is the CDBG Grant. They will cut large amounts of moneys from the CDBG Grant and with small cities like Winter Haven it would make a great impact on the economy of Winter Haven and how it will affect our future. I have contacted several key persons. I would like to take an agenda with me to Washington. I have contacted a member of Governor Rick Scott's staff, Timothy Proctor, Economy and Tourism and scheduled a time to meet with him in Washington. They only allotted a half hour. I am concerned with the SunRail. The SunRail will affect how we move forward with CSX. We may want to prepare a Resolution from the City Commission to be hand delivered. We know that Governor Rick Scott has rejected the SunRail. I attended the Garden Club of Winter Haven, Entertaining Styles, a Tablescape Event. There was a very nice Winter Haven Centennial displayed at this event. It was well attended. I was honored to distribute awards to various art students who participated in the art contest at the Polk County Art Museum. The Congressional Award Winner's art will be displayed in Washington, D.C. inside the Tunnel for viewing, where Congress staff travels daily. I had the opportunity to have lunch at the Fire Safety Complex and to see the facility in use. Commissioner Beckett asked for the bids include input on how bids will affect the local economy. Thanked staff for providing the information on the Pedestrian Bridge. For once, I would like to be part of the Scoring Bid process.

Mayor Potter – When it comes to travel, the Commission needs to have a protocol established, which has been unwritten procedures in the past. We do have a travel budget within the City Commission. To this date we have not had issues, but because public perception can be persuasive, based on a negative response, Staff will prepare a City Commission Travel Policy. When you travel out of the State of Florida representing the City, traditionally, according to the Charter it is the Mayor or Mayor's designee. If we have a Commissioner that is committed to an issue, where it takes them outside the State, the Commission agrees and it is within the travel budget, it should be an approved expenditure from the City Commission. If you would like to represent the City of Winter Haven at the Central Florida Partnership Trip to Washington, D.C. I do not have a problem with it as long as the other Commissioners are in agreement. It should be an approved issue from this point forward. City Manager Dale Smith and myself, along with Cindy Price, TECO, attended the Annual Strawberry Luncheon in Plant City and had an opportunity to speak with the TECO's President, Chuck Black.

I had an opportunity to speak with Congressman Dennis Ross concerning the SunRail. When I read the article in the paper about Governor Scott rejecting the SunRail, I sent an email to Governor Scott expressing our disappointment as a City on how he is effectively blocking economic development through the ILC and the business part of the 2 to 6 thousand sustainable employment opportunities for our County. We cannot sit on the sidelines with the SunRail issues any more. I addressed my concerns to Jacob Stuart, Central Florida Partnership Executive Director. I will be traveling to Salt Lake City next month with about 45 Leaders. One of the topics up for discussion will be the SunRail issue. We have a tremendous challenge in front of us as it ties into our contract that we committed to CSX. We cannot get the ILC closed; so, how are we going to get CSX to come into our community on a contract they have signed when we cannot get original property released from the State of Florida that has been approved and funded? The more contact we can make with the Legislation, Delegation whether it will do any good; direct your concerns directly to Governor Rick Scott.

City Manager Dale Smith asked if staff needs to prepare a Resolution.

Mayor Potter responded yes, they need to know that we care.

I attended the Mayor Fly-in and had the opportunity to speak with State Representative John Wood and Senator JD Alexander and his staff. The Lobbyists that protect our cities interest do a fantastic job. We have to trust the Florida League of Cities (FLC) Lobbyist to bring us those responses. Take your time to send them your thoughts on how it affects us. When the Lobbyist request emails, please send them your thoughts on how it is going to affect our City because that is what makes the difference. Some of these Mayors have serious budget issues. We are fortunate and doing great with our budget. Attended

Water Cooperative Meeting; they brought forward the My Region Water Plan and Central Florida are trying to institute across a seven (7) county area. We are a leader in this Region for Water Management through conservation and best practices. The Urban Land Institute is putting this study together. Thanked Dr. and Mrs. Threlkel for attending the meeting and the Police Department for keeping us safe.

City Attorney – I am thankful we have officially begun the process of moving forward with the Chain of Lakes transaction. The Landing Agreement will be a positive project. In the McCall matter, you have instructed me to prosecute, the City has received a Motion to Dismiss from Mr. McCall's Attorney, Robert Nettleton on Friday and I have provided copies to the staff; we will address it. We did not receive a settlement remediation plan. It does not appear that we will be able to reach mediation agreement so we are moving forward. Code Enforcement is to continue with its duties with violations.

City Manager –Thanked the Commission for the vote of confidence in the Landings Agreement. I have distributed the proposed Police Centennial badge for the Commission to review.

City Clerk – The Ridge League of Cities Dinner will be held March 17, 2011 in Bartow at the Civic Center.

- 14. **DEVELOPMENTS OF NOTE** - None
- 15. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** - None
- 16. **COMMENTS FROM THE AUDIENCE**

Former Mayor Ellie Threlkel - Thanked the Mayor and Commissioners Birdsong, Powell and Hunnicutt for attending The Garden Club of Winter Haven Entertaining Styles, a Tablescape Event. The Garden Club of Winter Haven is the oldest Garden Club in the City. We have sponsored several projects around the City and the latest is the garden in front of the library. We will plant trees in Central Park this week.

- 17. **ADJOURNMENT** - 8:23 p.m.

CITY OF WINTER HAVEN, FLORIDA

Mayor-Commissioner

ATTEST:

City Clerk



CLARK, CAMPBELL, MAWHINNEY & LANCASTER, P.A.

ATTORNEYS AT LAW

J. KEMP BRINSON
TIMOTHY F. CAMPBELL
RONALD L. CLARK
IVELISSE DE LA FE
CONNIE C. DURRENCE
SAMUEL A. HOUGHTON, SR

SANDRA B. HOWARD
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March 14, 2011

Winter Haven City Commission and
Dale Smith, City Manager
Via e-mail

Re: Agreement for Sale and Purchase with Landings WH Partners, LLC

Dear Mr. Smith, Mayor Potter, and the Members of the City Commission:

I am writing in my capacity as Chairman of the Board of Trustees of Theatre Winter Haven to suggest that the City immediately commit resources to developing solid preliminary plans and proposed budgets for the municipal facilities to be located at the Landings.

Regretfully, I am unable to attend tonight's City Commission meeting because I am involved in a rehearsal at the Theatre. I would like for my brief comments related to the Landings project to be either read into the record or distributed to the commissioners for review and placed in the written record, at your option.

First and foremost, the Theatre remains excited to be part of this process, which will result in continued high quality economic development for the City and residents of the greater Winter Haven community. We wish to thank the City for 41 years of solid support which has enabled us to become one of the most successful community theater programs in the nation.

After the recent workshop, I discussed the possibility of partnering with the City for a new facility at the Landings site with several members of my board. The reaction has been favorable. I anticipate that I will have further direction from my board after our March 21 regular meeting.

After numerous discussions with various members of the Theatre community, I believe that we can raise up to \$3 million dollars for this project in the proposed timeframes, although it will be far from an easy process, especially in this economic climate. The City has proposed spending up to \$4 million on a new theatre, for a total of \$7 million.

I have grave concerns that this level of funding may be wholly inadequate to complete construction of a quality theater that this community will be proud of, and that patrons will be inclined to donate to.


We have made inquiries of other recently completed theatres and have had informal discussions with an architect who specializes in public facilities. As I have already shared with several of you, our inquiries have led us to believe that a more realistic estimate of the costs of construction is \$10 million, not including the land, site development expenses, or internal theatrical equipment. While some cost savings could be realized by sharing use with the recreational facility, the footprint of the theatre portion would not be much smaller than with a stand-alone facility.

Let me be absolutely clear: Theatre Winter Haven does not propose that the City of Winter Haven delay moving forward with this project, if it believes it to be economically vital. However, if the City wishes to preserve this 41-year-old cultural institution, together we must get the numbers to work. Today, they simply do not work. Four plus three does not equal ten.

In particular, if it is not already in the budget, it would be good idea to engage a qualified architect sooner rather than later so that solid, realistic estimates and preliminary plans can be made of a proposed recreational facility and theater. Without this information, the City cannot make an informed decision about the costs of this project prior to expiration of the Feasibility period.

I remain available to any commissioner or City staff member to discuss this matter at any time. Thank you, again, for your continued support of one of Winter Haven's finest organizations. I also reiterate my appreciation to staff, in particular T. Michael Stavres, who has been unfailingly responsive and transparent throughout this process.

Sincerely yours,



J. Kemp Brinson

cc: Dale Smith
T. Michael Stavres
Norman Small