WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, February 26, 2024, 6:00 p.m.

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

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1. **CALL TO ORDER** - Nathaniel J. Birdsong, Jr., Mayor

2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

3. **INVOCATION** - Bishop Joe Halman - Greater Works Ministries

4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, MMC, City Clerk

5. **PRESENTATIONS**

   5.A **"Montessori Education Week" Proclamation - Representatives from Cypress Junction Montessori and Winter Haven Montessori**

   Staff Contact: *T. Michael Stavres, City Manager, mstavres@mywinterhaven.com*

   Proclamation

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

   7.A **January 8, 2024, Regular City Commission Meeting Minutes**

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

   2024-01-08 DRAFT Regular City Commission Meeting Minutes with Link and Attachments

   7.B **January 16, 2024, City Commission Agenda Review Session Meeting Minutes**

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

   2024-01-16 Agenda Review Session Minutes with Link

   7.C **January 22, 2024, Regular City Commission Meeting Minutes**

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

   2024-01-22 DRAFT Regular City Commission Meeting Minutes with Link

8. **COMMENTS FROM THE AUDIENCE**

9. ORDINANCE(S) - SECOND READING - PUBLIC HEARING

9.A **O-24-05 - Request by Timothy Campbell to assign Neighborhood Mixed Use Hub Future Land Use to an annexed parcel**

Staff Contact: *Heather Reuter, Senior Planner, hreuter@mywinterhaven.com*

Summary - Ordinances O-24-05 and O-24-06
O-24-05

9.B **O-24-06 - Request by Timothy Campbell to assign Commercial- Highway (C-3) zoning district to an annexed parcel**

Staff Contact: *Heather Reuter, Senior Planner, hreuter@mywinterhaven.com*

Summary - Ordinances O-24-05 and O-24-06
O-24-06

9.C **O-24-07 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 10, Section 10-3, Highwater Marks, and Chapter 21, Article II, Section 21-70 relating to waterfront properties**

Staff Contact: *Sean Byers, Planning Manager, sbyers@mywinterhaven.com*

Summary - Ordinance O-24-07
O-24-07

10. CONSENT AGENDA

10.A **Re-purposing of Series 2021B Bond Proceeds for Compliance Purposes**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Re-purpose of Series 2021B Bonds

10.B **Travel & Training Authorization: Metropolitan Planning Organization Advisory Council (MPOAC) 2024 meetings (Birdsong)**

Staff Contact: *A J Nicholson, Assistant to the City Manager, anicholson@mywinterhaven.com*

Summary - Authorization for Travel - 2024 MPOAC meetings

10.C **Authorization for Travel and Training - Florida Black Caucus - Local Elected Officials (FBC-LEO) 2024 Spring Conference (Birdsong)**

Staff Contact: *AJ Nicholson, Assistant to the City Manager, anicholson@mywinterhaven.com*

Summary - FBC-LEO 2024 Conference
2024 FBC-LEO Conference Agenda

10.D **Authorization for Travel and Training - National League of Cities (NLC) Conference 2024 (Dantzler)**

Staff Contact: *Amanda-Jo Nicholson, Assistant to the City Manager, anicholson@mywinterhaven.com*

Summary - NLC Conference 2024
2024 NLC Conference Preview

10.E **Transfer of Roosevelt Drive**

Staff Contact: *Brittany Hart, Public Works Director, bhart@mywinterhaven.com*

Summary - Transfer of Roosevelt Drive

Roosevelt Drive Agreement & County Deed

10.F **South Lake Howard Nature Park Expansion Design/Build Contract with Whitehead Construction**

Staff Contact: *Brittany Hart, Public Works Director, bhart@mywinterhaven.com*

Summary SLHNP Whitehead Design Contract
Design Build Contract SLHNP Expansion
RFQ 23-41- Exhibit A
Design Builder's Response to RFQ 23-41 - Exhibit B
Everett Whitehead & Son, Inc. Design Phase Proposal dated January 19, 2024- Exhibit C

10.G **Florida Department of Transportation (FDOT) Temporary Road Closure Request for 2024 Winter Haven Police Department (WHPD) 5k for Special Olympics**

Staff Contact: *Natalie Wilson, Special Event Coordinator , nwilson@mywinterhaven.com*

Summary - 2024 WHPD 5k
WHPD 5k Route Map
22-012 Base 2024 5K MOT Plan Set

10.H **Florida Citrus Building HVAC Renovation Project - Mechanical Services of Central Florida, Inc. Evaluation and Development Phase & Sourcewell Participation Agreement Authorization**

Staff Contact: *Andy Palmer, Parks Planning & Strategic Initiatives Manager, apalmer@mywinterhaven.com*

Summary - Florida Citrus Building HVAC Renovation
Mechanical Services of Central Florida, Inc. Evaluation and Development Phase Scope of Work
Sourcewell Participation Agreement - Mechanical Services of Central FL

10.I **Chain of Lakes Park Phase II Demolition Task**

Staff Contact: *Andy Palmer, Parks Planning & Strategic Initiatives Manager, apalmer@mywinterhaven.com*

Summary Chain of Lakes Demo Phase
WH COL Phase II Structural Demo 2-15-24

11. RESOLUTION(S)

11.A **R-24-11 - Adopting a Municipal Securities Post-Issuance Disclosure Policy**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Summary R-24-11
R-24-11
City of Winter Haven - Municipal Securities Post Issuance Disclosure Policy

11.B **R-24-16 - Appointment of an Affordable Housing Advisory Committee (AHAC) Member**

Staff Contact: *Eric Labbe, Director of Economic Opportunity & Community Investment, elabbe@mywinterhaven.com*

Summary - Resolution R-24-16
Resolution R-24-16

12. ORDINANCE(S) - FIRST READING

12.A **O-24-11 - Providing for Budget Transfers within A Fund for the Fiscal Year**

Staff Contact: *CJ Scott, Chief Financial Officer, cjscott@mywinterhaven.com*

Summary - Ordinance O-24-11
O-24-11

12.B **O-24-12 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 3, Section 21-68, Fences, Walls, Berms, and Hedges, and Chapter 21, Article IX, Section 21-531, Definitions for the purpose of updating standards and definitions related to fences and walls**

Staff Contact: *Heather Reuter, Senior Planner, hreuter@mywinterhaven.com*

Summary - Ordinance O-24-12
O-24-12

12.C **O-24-14 - Amendment to Firefighters' Retirement System**

Staff Contact: *Shawn Dykes, Human Resources Department Director , SDykes@Mywinterhaven.com*

Summary - Ordinance O-24-14 Firefighter Pension
O-24-14
Plan Actuary Foster & Foster Impact Letter Dated January 4, 2024

13. NEW BUSINESS

13.A **2024-2025 CDBG Allocation Funding Support and Public Comment**

Staff Contact: *Angie Hibbard, CRA Manager, ahibbard@mywinterhaven.com*

Summary - Neighborhood Service Center CDBG Funding Support
2024-2025 RFP Municipal Partners - Blank

13.B **Disposition of Property within the Florence Villa CRA**

Staff Contact: *Eric Labbe, Director of Economic Opportunity and Community Investment, elabbe@mywinterhaven.com*

Summary - Disposition of Property within the Florence Villa CRA
Mr. Dewdney Proposal
Notice of Intent to Dispose of Real Property in Community Redevelopment Area and Notice of Public Hearing
Policy No. 2018-01 Disposition of Surplus City Owned Real Estate

13.C **Disposition of Property within the Downtown Community Redevelopment Agency (CRA)**

Staff Contact: *Eric Labbe, Director of Economic Opportunity and Community Investment, elabbe@mywinterhaven.com*

Summary - Disposition of Property within the Downtown CRA
Mr. Cameron Proposal
Notice of Intent to Dispose of Real Property in Community Redevelopment Area and Notice of Public Hearing
Policy No. 2018-01 Disposition of Surplus City Owned Real Estate

13.D **Airport Advisory Committee (AAC) - Appointments**

Staff Contact: *T. Michael Stavres, City Manager, mstavres@mywinterhaven.com*

Summary - Airport Advisory Committee - Appointments
Memorandum from AAC Chair Bruce Lyon (February 8, 2024)

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

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.

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, through her observational studies of children and the manner in which they learn, Dr. Maria Montessori developed an innovative philosophy and methodology of education in the early 1900s that continues to influence approaches to learning today, across the City of Winter Haven, throughout the state, the nation, and the world; and

WHEREAS, the Montessori Method of Education allows students to learn and grow at their optimal pace in specially-designed environments that nurture the needs and potential of each child; and

WHEREAS, the Montessori Method uses materials, techniques, and observations that support student natural development, encourages their learning, independence, and self-confidence, and advances the principles of peace through responsible citizenship; and

WHEREAS, Dr. Montessori offered the foundation for the modern, child-centered curriculum, and Montessori schools have led to a positive change in the ways educators, parents, and communities view the children in their care; and

WHEREAS, the Montessori Method includes developmental teaching, one-to-one lessons, and the promotion of respect among the children and peace to humankind; and

WHEREAS, the City of Winter Haven is home to a public charter Montessori and a private Montessori school.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize the week of February 25, 2024 through March 2, 2024 as

"Montessori Education Week"

in the City of Winter Haven and urge all citizens to honor the contributions made by Montessori schools to students and our community at-large. .

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 26th day of February 2024.

WINTER HAVEN, FLORIDA CORPORATE SEAL

Nathaniel J. Birdsong, Jr.

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, January 8, 2024, 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:3906bdae-753b-491d-b4db-7572098ad825
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. **CALL TO ORDER -** Mayor Dantzler called the regular meeting to order at 6:00 p.m.

2. **ROLL CALL -** Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Dollison

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Police Chief David Brannan; Fire Chief "Sonny" Emery Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Diversity and Inclusivity Director Christine Samuel; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Public Works Director Brittany Hart.

3. **INVOCATION** – Dr. Steve Harness, First Baptist Church

4. **PLEDGE OF ALLEGIANCE** – Vanessa Castillo, MMC, City Clerk

5. **PRESENTATION(S)**

A. "Dr. Martin Luther King Jr. Day" Proclamation - 2024 MLK Week Steering Committee Members

City Manager Stavres read aloud a proclamation declaring January 15, 2024, as "Dr. Martin Luther King Jr. Day" in the City of Winter Haven to Monique O'Neill, Kadian Parchment and other members of the Steering Committee who were present.

B. "Florida Arbor Day" Proclamation - Savannah Winstanley, Asset and Ecosystem Analyst, Public Works Department

City Manager Stavres read aloud a proclamation declaring January 19, 2024, as "Florida Arbor Day" in the City of Winter Haven to Ecosystem and Asset Analyst Savannah Winstanley.

6. **DEVELOPMENTS OF NOTE** - None

DRAFT

7. MINUTES

A. September 25, 2023, Regular City Commission Meeting Minutes

B. October 4, 2023, City Commission Agenda Review Session Minutes

Motion by Commissioner Yates to approve the minutes as presented.

Mayor Dantzler stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments.

No one spoke for or against.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Ana Pizzaro, 1066 Hunter Lake Circle in Lake Wales and business owner in Winter Haven, said she represented the Blue Marlins Aquatic Club [competitive swim club] and gave a background on what they did. She also said she wanted to introduce herself due to an upcoming RFP (Request for Proposals) for a program at the Rowdy Gaines Swimming Pool.

Hieu Nguyen, 2417 Winterset Road in Winter Haven, said she came as an advocate for the Blue Marlins Aquatic Club as a parent of a club member and thanked the City for their support.

Brad Beatty, Heart for Winter Haven, introduced Lieutenant Daniel Jones from the Salvation Army. Lt. Jones said they were having to close the doors to their woman's center since they were operating at a deficit for over a decade, rising costs, and lack of substantial funding. He informed the Commission that if they could get a $125,000 commitment from the City for 3-5 years to be dedicated to the shelter, they could operate once again. Lt. Jones reported those served at the center, such as women and children and some men from BayCare too, but if they could secure funding, he would like for it to be transitional housing. He also reported that BayCare was not funding now, but that they could resume negotiations if they secured another funding source. City Manager Stavres asked questions to clarify parameters since the Commission had expressed wanting to address helping children and addressing homelessness. Discussion ensued.

City Manager Stavres said that he and Lt. Jones and staff would like to prepare something for the January 22, 2024, Regular City Commission Meeting which was in advance of the February 12, 2024, planned closure date. Discussion ensued.

P.G. Garrett, 2772 Whispering Trails Drive in Winter Haven, questioned opportunities for businesses within the City and said he believed that there were "two Winter Havens". Lastly, he expressed that everyone needed to come together and be great.

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING – None

10. REORGANIZATION OF CITY COMMISSION

A. Swearing in of Newly Elected Commissioners - Frederick J. Murphy, Jr., City Attorney

Seat 1 - Tracy Mercer
Seat 2 - Nathaniel J. Birdsong, Jr.
Seat 3 - Brian Yates

City Attorney Murphy administered the Oath of Office to the newly elected Commissioners Mercer, Birdsong and Yates and noted the Oath of Office forms would be completed by them and given to City Clerk Castillo for the record *(see attached)*.

B. Newly Sworn Commissioners Seated

Newly sworn Commissioners were seated at the dais.

C. Election of Mayor - City Commission

The floor was opened for nominations for the office of Mayor.

Motion by Mayor Dantzler to nominate Mayor Pro Tem Birdsong as Mayor for the ensuing year.

There were no further nominations or discussion.

Motion by Mayor Dantzler to close the nomination for Mayor to be considered.

All Commissioners voted in favor of closing the nominations for Mayor.

Motion carried 5:0.

All Commissioners voted to elect Commissioner Birdsong as Mayor for the ensuing year.

D. Election of Mayor Pro Tem - City Commission

The floor was opened for nominations for the office of Mayor Pro Tem.

Motion by Mayor Dantzler to nominate Commissioner Yates as Mayor Pro Tem for the ensuing year.

There were no further nominations or discussion.

Motion by Mayor Dantzler to close the nominations for Mayor Pro Tem to be considered.

All Commissioners voted in favor of closing the nominations for Mayor Pro Tem.

Motion carried 5:0.

All Commissioners voted to elect Commissioner Yates as Mayor Pro Tem for the ensuing year.

E. Swearing-in of Mayor - Frederick J. Murphy, Jr., City Attorney

Mayor Birdsong was administered the Oath of Office by City Attorney Murphy.

City Attorney Murphy noted the Oath of Office form (*see attached*) would be completed by Mayor Birdsong and given to City Clerk Castillo for the record.

F. Presentation of Medallion to the Mayor - Frederick J. Murphy, Jr., City Attorney

City Attorney Murphy presented Mayor Birdsong with the Mayor's ceremonial medallion as was the tradition.

G. Swearing-in of Mayor Pro Tem - Frederick J. Murphy, Jr., City Attorney

Mayor Pro Tem Yates was administered the Oath of Office by City Attorney Murphy.

City Attorney Murphy noted the Oath of Office form (*see attached*) would be completed by Mayor Pro Tem Yates and given to City Clerk Castillo for the record.

H. Presentations of Plaques - Frederick J. Murphy, Jr., City Attorney Mayor Bradley T. Dantzler Mayor Pro Tem Nathaniel J. Birdsong, Jr

City Attorney Murphy read aloud the wording on a plaque presented to Mayor Dantzler in recognition of his service as Mayor for the 2023-2024 year and a plaque presented to Mayor Pro Tem Birdsong in recognition of his service as Mayor Pro Tem for the 2023-2024 year.

Commissioner Dantzler expressed that it had been an honor of a lifetime to serve as mayor for a City he loved so much and that his father had also been mayor, which he was proud of, in the 1960s during a tumultuous time. He added that he was going to uphold whatever he could for the City and continue serving on the Commission for at least two more years. Lastly, he expressed that he was pleased to hand over the gavel to his good friend Mayor Birdsong who was going to do a great job succeeding him and that the City was in good hands.

Commissioner Mercer expressed that she was happy to serve for another 4-year term. She also said the Commission worked very well together and all had the same ideas about what was necessary for the City. She had served the City [as a previous employee] for ten years, then other cities, however, she felt honored to make Winter Haven her home for the past twenty-five years. Lastly, she said that she was proud to know many people in the community wanted to know more about the City and discussed the importance of getting involved.

Mayor Pro Tem Yates said he was born and raised here so to be able to serve in the second term as Mayor Pro Tem was a dream that he hoped would continue for a long time. He said that although the Commission did not always agree on everything, they listened to each other's opinions and respected each other, which was important, so that they could make the best decision in the best interest of the City, which he hoped the citizens would appreciate. Lastly, that the Commissioners had become his friends over the years and that it was an honor to serve.

Commissioner Dollison congratulated Mayor Birdsong for being the longest-serving Commissioner in the history of Winter Haven, which was a blessing, that his mother and father would be very proud of him, and that it was an honor to serve under him. He thanked Commissioner Dantzler for his outstanding job as Mayor and that he had grown to appreciate him and that his heart was in this. He said the Commission all served to make Winter Haven a better place and they all did their best. Lastly, he said it was a privilege to work with some great people and that he was grateful to those who voted for them.

Mayor Birdsong said it had been a privilege to work with Commissioner Dantzler, Yates and Mercer. He thanked the voters for allowing him to serve for twenty-one years and noted that after this term it would be twenty-five years. He also remembered his fellow former Commissioner "J.P." Powell [who passed away in 2023] and showed that he was wearing his cuff links that J.P.'s wife had sent him as a special gift. Lastly, he thanked and recognized hard working City staff for their outstanding job they had done over the years and that they continued to do, and members of the committees that also had been working hard.

Recess at 7:00 p.m.

Reconvened at 7:08 p.m.

I. Liaison Reassignments

Mayor Birdsong said that the Liaison Reassignments had been discussed and completed at the January 3, 2024, Agenda Review Session and read the results into the record *(see attached).*

Motion by Mayor Pro Tem Yates to approve the Liaison Reassignments that were read aloud.
(Note: this motion occurred later in the meeting prior to the City Attorney Report)

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

Motion carried 5:0.

11. CONSENT AGENDA

A. ONE Water Master Plan, Phase III, Scope of Work

B. Water and Sewer Connection Fee and Rate Study

C. First Amendment to Interlocal Agreement between the City of Winter Haven and the Polk County Board of County Commissioners for Tourist Development Tax Funding for the Renovation of the Chain of Lakes Complex

D. Design Build Contract with Whitehead Construction Inc. Lake Conine Nature Park Recreation Elements - Motor Pool Road Corridor Pedestrian & Vehicular Improvements Design Task

E. Purchase of Emergency Equipment

F. Purchase of Draeger Self-Contained Breathing Apparatus (SCBA)

Motion by Mayor Pro Tem Yates to approve the entire Consent Agenda as presented.

Mayor Birdsong 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 5:0.

12. RESOLUTION(S)

A. R-24-04 - Lake Maude Park and Winter Haven Recreational and Cultural Center Venue Naming

City Attorney Murphy read Resolution R-24-04 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-24-04.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record.

Abdurrahim Al-Khatib, 1435 10th Street NE in Winter Haven, spoke in support of the renaming because he played basketball with Otis Birdsong under the leadership of Reuben Williams who had taught him so much.

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

Motion carried 5:0.

B. R-24-05 - Approving a Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for the Design of the Sixth Street SW Project

City Attorney Murphy read Resolution R-24-05 by title only and Public Works Director Hart presented.

Discussion ensued regarding how the work would need to occur within the City-owned right-of-way (ROW) as part of the grant agreement.

Motion by Mayor Pro Tem Yates to approve Resolution R-24-05.

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

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

Motion carried 5:0.

C. R-24-06 - Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Application for the retrofit and installation of a dewatering pump on Lake Elbert

City Attorney Murphy read Resolution R-24-06 by title only. City Manager Stavres reminded the Commission that Natural Resources Manager Dustin Everitt had given a brief overview at the January 3, 2024, City Commission Agenda Review Session. Director Hart presented.

Discussion ensued regarding if there would be a policy for the pump, it not being utilized unless there were flooding concerns, cost estimates, a temporary pump to operate an existing flood control system, reverse well, and pipe that existed from the 1960's that might need replacing.

Motion by Commissioner Mercer to approve Resolution R-24-06.

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

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

Motion carried 5:0.

13. ORDINANCE(S) - FIRST READING

A. O-24-01 - Request by Rivercard LLC to amend a portion of Planned Unit Development Ordinance O-21-23 (1911 21st Street, NW)

City Attorney Murphy read Ordinance O-24-01 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the January 22, 2024, Regular City Commission Meeting.

B. O-24-02 - Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportation's and Polk County's 2023/2024 through 2027/2028 Transportation Improvement Programs and the Polk County School Board's 2023/2024 through 2027/2028 Facilities Work Program by reference

City Attorney Murphy read Ordinance O-24-02 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the January 22, 2024, Regular City Commission Meeting.

C. O-24-03 - PUBLIC HEARING - Administrative request to amend Table 21-32(A) of the Winter Haven Code of Ordinances for the purpose of addressing Commercial- Downtown (C-1) zoning district uses

City Attorney Murphy read Ordinance O-24-03 by title only. City Manager Stavres reminded the Commission that this item and Ordinance O-24-04 were public hearings and had come back from the summer that were ultimately halted as a result of new legislation that was adopted into law at the State level pertaining to hurricane recovery following Hurricane Ian in the Special Session that occurred in November of this year.

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

D. O-24-04 - PUBLIC HEARING - Administrative request amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 5, Section 21-96, and Table 21-32(A) for the purpose of addressing alcoholic beverage establishments

City Attorney Murphy read Ordinance O-24-04 by title only and City Manager Stavres presented.

Mayor Birdsong 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.

Jessie Skubna, 10 Lake Link Drive in Winter Haven, asked for clarification of exactly what would not be permitted. Director Labbe said the proposed Ordinance dealt with banquet halls or bottle clubs and explained the criteria, which was listed on the slide under the *Not Permitted* row.

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

Discussion ensued regarding special use and proximity to residential areas.

Mayor Birdsong reported this item would come back for second reading and public hearing at the January 22, 2024, Regular City Commission Meeting.

14. NEW BUSINESS – None

15. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported that she had attended many Christmas events in the City.

Commissioner Yates reported on the following: attended many of the wonderful Christmas events and said staff had done a great job; and that 2024 was going to be an awesome year.

Commissioner Dollison said had done the swearing-in and that he had been "baptized by fire" but that all of the activities had been exciting and that there was still much to take in.

Mayor Dantzler reported the following: attended the grand opening of Staybridge Suites [on 5th Street]; attended the Florida Municipal Insurance Trust (FMIT) Meeting in Orlando; attended the Polk County Tourist Development Council (TDC) Arts, Culture, and Heritage Committee Meeting and said they were opening applications since they were now giving $1 million for arts, culture and heritage related endeavors.
Mayor Pro Tem Birdsong reported the following: attended Christmas events; was elected the Chairman to the Central Florida Regional Planning Council (CFRPC); attended the grand opening of Staybridge Suites.

16. CITY ATTORNEY REPORT

City Attorney Murphy congratulated the Commissioners and reported that there would be a public hearing on Resolution R-24-08 at the January 22, 2024, Regular City Commission Meeting.

17. CITY MANAGER REPORT

City Manager Stavres reminded the Commission that their Agenda Review Session was changed from January 17, 2024, to January 16, 2024, due to the Legislative Session in Tallahassee and "Polk County Days".

City Manager Stavres reported that there were many Dr. Martin Luther King, Jr. events this week and reminded the Commission that tomorrow was the launch of the new City website that would be presented to all.

18. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale congratulated the Commissioners and said he echoed the comments made by City Attorney Murphy.

19. CITY CLERK REPORT

City Clerk Castillo said she echoed the comments made by City Attorney Murphy.

20. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

21. ADJOURNMENT – 8:01 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE
CITY COMMISSIONER

I, L. Tracy Mercer, do solemnly swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of City Commissioner (Seat #1) of the City of Winter Haven, on which I am now about to enter. So help me God.

L Tracy Mercer
Signature

Jan 8, 2024
Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of January 2024, by L. Tracy Mercer as City Commissioner, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

2-15-27
My Commission Expires

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE
CITY COMMISSIONER

I, Nathaniel J. Birdsong, Jr., do solemnly swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of City Commissioner (Seat #2) of the City of Winter Haven, on which I am now about to enter. So help me God.

Nathaniel J Birdsong Jr
Signature

1/8/24
Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of January 2024, by Nathaniel J. Birdsong, Jr. as City Commissioner, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

2-15-27
My Commission Expires

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE
CITY COMMISSIONER

I, William Brian Yates, do solemnly swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of City Commissioner (Seat #3) of the City of Winter Haven, on which I am now about to enter. So help me God.

William B. Yates
Signature

1-8-2024
Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of January 2024, by William Brian Yates as City Commissioner, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

2-15-27
My Commission Expires

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE
MAYOR

I, Nathaniel J. Birdsong, Jr. **do solemnly swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of Mayor of the City of Winter Haven, on which I am now about to enter. So help me God.**

Nathaniel J. Birdsong, Jr.
Signature

1/8/24
Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of January 2024, by Nathaniel J. Birdsong, Jr. as Mayor, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

2-15-27
My Commission Expires

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE
MAYOR PRO TEM

I, William Brian Yates, do solemnly swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of Mayor Pro Tem of the City of Winter Haven, on which I am now about to enter. So help me God.

Signature

1-8-2024
Date

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of January 2024, by William Brian Yates as Mayor Pro Tem, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

2-15-27
My Commission Expires

CITY COMMISSION LIAISON APPOINTMENTS
2024
(REVISED 01/09/24)

City Boards & Committees	Liaison(s)	Established by	Contact(s)
Affordable Housing Advisory Committee (AHAC)	**Brad Dantzler**	Resolution R-93-13 Reestablished by R-08-19	Eric Labbe
Airport Advisory Committee (AAC)	**Brian Yates**	Ordinance O-13-04 Reestablished by O-16-07	Troy Heidel
Community Redevelopment Agency (CRA) Board	**All Commissioners**	Resolution R-00-07	Eric Labbe /Angela Hibbard
Cultural Arts Advisory Committee (CAAC)	**Brad Dantzler**	Resolution R-14-13 Amended by R-17-44	Natalie Wilson
Firefighters' Pension Board	**Tracy Mercer**	Ordinance 531	Shawn Dykes
General Employees' Pension Board	**Nat Birdsong**	Employee Retirement Income Security Act of 1974 (O-10-18)	C.J. Scott
Lakes Advisory Committee (LAC)	**Nat Birdsong**	Resolution R-86-15 Amended by R-92-36	Mary Thornhill
Library Board	**Clifton Dollison**	Ordinance O-92-12	Jane Martin
Multimodal Transportation Advisory Committee (MTAC)	**Brad Dantzler**	Resolution R-14-17 Amended by R-17-19	Andy Palmer
Planning Commission	**Clifton Dollison** **Brian Yates** *(Alternate)*	Ordinance O-88-01 (Formerly Planning Board noted 1959)	Eric Labbe
Police Officers' Pension Board	**Tracy Mercer**	Ordinance O-86-34 Amended by O-95-29	Shawn Dykes
Risk Management Committee	**Tracy Mercer**	See 1/23/1984 Regular City Commission Meeting Minutes	Shawn Dykes
Smart City Advisory Committee (SCAC)	**Tracy Mercer**	Resolution R-19-11 Amended by R-19-24	Hiep Nguyen
Urban Forestry Advisory Board (UFAB)	**Brad Dantzler**	Ordinance O-10-31	Savannah Winstanley

Intragovernmental & Not-for-Profit Organizations	Liaison(s)	Established by	Contact(s)
Central Florida Regional Planning Council (CFRPC)	**Nat Birdsong**		Jennifer Codo-Salisbury, CFRPC
Lake Region Lakes Management District (LRLMD)	***M.J. Carnevale** *(Non-Commission Liaison)*		M.J. Carnevale, WH Roger Griffiths, LRLMD
Main Street Winter Haven (MSWH)	**Brian Yates**		Anita Strang, MSWH Katrina Hill, WH
Polk Regional Water Cooperative (PRWC)	**Nat Birdsong** **Tracy Mercer** *(Alternate)*		Gary Hubbard, WH
Polk Transit Authority (PTA)	**Nat Birdsong**		Tom Phillips, LAMTD
Polk Transportation Planning Organization (TPO)	**Nat Birdsong** **Brian Yates** *(Seat #2)* **Tracy Mercer** *(Alternate)*		Annette Crews-Downs, PC Sean Byers, WH
Ridge League of Cities (RLC)	**Brian Yates** **Tracy Mercer** *(Alternate)*		Bobby Green, RLC
Ritz Theatre	**Brian Yates**		Tom Oldt, RT Katrina Hill, WH
Transportation Disadvantaged Local Coordinating Board (TD-LCB)	**Nat Birdsong**		Annette Crews-Downs, PC
Tourist Development Council (TDC)	**Brad Dantzler**		Julie Adams, WH Mark Jackson, PCTSM
Tourist Development Council - Arts, Culture and Heritage (TDC-ACH)	**Brad Dantzler**		Kris Keprios, PCTSM
Winter Haven Housing Authority (WHHA)	**Clifton Dollison**		Lisa Jones Watkins, WHHA
Winter Haven Economic Development Council (WHEDC)	**Nat Birdsong**		Bruce Lyon, WHEDC

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Tuesday, January 16, 2024, 5:00 p.m. *(originally 1/17/24 at 5:30 p.m.)*

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:d0f4442e-8b24-487b-85d3-30dcdf5e4a64
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 5:00 p.m.

2. ROLL CALL - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel J. Birdsong, Jr.; Mayor Pro Tem Brian Yates; Commissioner Bradley T. Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton E. Dollison

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Police Chief David Brannan; Smart City Officer Hiep Nguyen; Economic Opportunity and Community Investment Director Eric Labbe; Diversity and Inclusivity Christine Samuel; Chief Financial Officer Colleen "C.J." Scott; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; and Public Works Director Brittany Hart.

5. PRESENTATION(S)

A. "Dr. James H. Ammons, Jr." Proclamation

There were no questions or discussion.

B. "Mr. Donzell Floyd" Proclamation

There were no questions or discussion.

C. New Website Overview

Public Affairs and Communications Director Hill said that this item would be presented at the January 22, 2024, Regular City Commission Meeting.

There were no questions or discussion.

D. * Agenda Review Only *** Transportation Planning Master Plan Update**

Deputy City Manager Carnevale gave a *Transportation Management Update* PowerPoint presentation *(see attached/link)* and explained slides in more detail.

(Commissioner Mercer entered the room at 5:07 p.m.)

Commissioner Mercer asked if on the speed studies, were speed limits ever increased. Deputy City Manager Carnevale said staff asked that question to see if appropriate.

DRAFT

Commissioner Dollison inquired who set the speed limits. Deputy City Manager Carnevale said it depended on the type of roadway, what entity has jurisdiction of the roadway, and what type of users used the roadway.

Commissioner Dantzler said he wanted to know more about traffic calming. Deputy City Manager Carnevale said staff was trying to expand the toolbox. He said that what they would generally do today was to look at other things that was driving speed rather than put speed bumps on the road and slow people down. They could also look at the context of the entire corridor and see what could be changed to make it feel different.

William Roll, from Kimley-Horn and Associates, Inc., said that there were a number of strategies besides speed bumps that could be used such as pavement markings and dividing lines to define spaces more. In cases where a road was overbuilt, they sometimes had to do "Band-Aids" and fixes which was sometimes more cost-effective, but in other cases, placing curb lines to adjust speed could be effective. Discussion ensued.

City Manager Stavres said, in response to Commissioner Mercer's question, that he could not recall if a speed on a roadway had even been increased, however, he recalled that over fifteen years ago, the speed limit had been lowered on Cypress Gardens Boulevard from Helena Road to U.S. Highway 27. Discussion ensued.

Commissioner Dollison commented that he was not sure about the effectiveness of roundabouts. Deputy City Manager Carnevale said that roundabouts were incredibly effective from a safety perspective for pedestrians and drivers and that the City was a building a new roundabout on Avenue K NE [by Polk State College]. There were a couple others in the City and the Florida Department of Transportation (FDOT) had included in the Lucerne Park Road plans at the intersection of Avenue Y and Lucerne Park Road. Discussion ensued.

Mayor Pro Tem Yates asked if the City was starting to merge this data with enforcement. Deputy City Manager Carnevale said that as part of the traffic calming guidelines, staff was starting to engage Police Department staff to be a part of that team. One of the goals was the behavior change and see what could be done with enforcement by use of feedback signs, trailers were out there and counts, etc. before doing any physical changes to the roadway.

City Manager Stavres discussed how street light data also showed where there were speeding issues, which was very informative and typically went back ten years, which he explained further. He confirmed that it could also pull specific time frames. Discussion ensued.

Mayor Birdsong asked if truck traffic had reduced on Central Avenue. Deputy City Manager Carnevale said this would take some time.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. October 9, 2023, Regular City Commission Meeting Minutes

There were no questions or discussion.

B. October 18, 2023, Agenda Review Session Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – N/A

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

A. O-24-01 - Request by Rivercard LLC to amend a portion of Planned Unit Development Ordinance O-21-23 (1911 21st Street, NW)

City Manager Stavres reported that there had been no changes to Items 9A through 9D since first reading.

There were no questions or discussion.

B. O-24-02 - Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportation's and Polk County's 2023/2024 through 2027/2028 Transportation Improvement Programs and the Polk County School Board's 2023/2024 through 2027/2028 Facilities Work Program by reference

There were no questions or discussion.

C. O-24-03 - Administrative request to amend Table 21-32(A) of the Winter Haven Code of Ordinances for the purpose of addressing Commercial- Downtown (C-1) zoning district uses

There were no questions or discussion.

D. O-24-04 - Administrative request amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 5, Section 21-96, and Table 21-32(A) for the purpose of addressing, banquet halls, bottle clubs, and related alcoholic beverage establishments

There were no questions or discussion.

10. CONSENT AGENDA

A. Amendment No. 6 to the Agreement between the City of Winter Haven and Tuttle Corporation d/b/a Richard's Fine Coffees

Parks, Recreation and Culture Director Adams gave an overview of this item.

There were no questions or discussion.

B. Authorization for Travel and Training - Florida Municipal Insurance Trust (FMIT) 2024 Trustee Meetings (Dantzler)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Amendment to the Community Redevelopment Agency fiscal year 2023-2024 budget

Economic Opportunity and Community Investment Director Labbe gave an overview of this item.

There were no questions or discussion.

D. Task Order with Kimley Horn for Transportation Master Plan

City Manager Stavres said that this item would be aligned with a future resolution for a Department of Commerce Grant.

There were no questions or discussion.

E. Task Order with Kimley Horn for Transportation Support Services

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

11. RESOLUTION(S)

City Manager Stavres noted that Items 11A through 11C all went together as one fact/summary sheet, however, separate Resolutions were required.

A. R-24-01 - City commission support of the application for FDOT Transportation Alternatives funding for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project

B. R-24-02 - City Commission support of the application for FDOT Transportation Alternatives funding for the West Central Avenue Complete Street Project

C. R-24-03 - City Commission support of the application for FDOT Transportation Alternatives funding for the East Lake Martha Drive Complete Street Project

City Manager Stavres again noted that items 11A, 11B, and 11C all went together on one fact sheet/summary sheet, however, separate Resolutions were necessary.

Deputy City Manager Carnevale gave an overview of Items 11A, 11B, and 11C.

City Manager Stavres explained the location map slide pertaining to Item 11C – Resolution R-24-03. He pointed out on East Lake Martha Drive where it showed the connection to Rotary Park. Also, that in the Lake Elbert Trail Project, the City had a connection from Rotary Park out to the Lake Elbert Trail so if it became a complete street, the loop would come from Avenue K down 7th Street, Lake Martha Drive, and over to Lake Elbert so it would fill in major chunks of the missing links in our trail system. Discussion ensued.

Mayor Birdsong asked about the timeframe for this. Deputy City Manager Stavres said that 2026 could be the earliest the City would see funding to maybe start design work but it could be out into 2030. He also said that staff would be submitting a funding request to the Polk County Transportation Planning Organization (TPO) pending Commission approval at the January 22, 2024, Regular City Commission Meeting.

D. R-24-07 - Request by Lennar Homes, LLC to reduce the amount of the Performance Bond submitted to the City to insure completion of required improvements for the Peace Creek Reserve Subdivision

City Manager Stavres gave an overview of this item.

Director Labbe added that this item authorized the City to release the original performance bond and accept the new one.

There were no questions or discussion.

E. R-24-08 - Public Hearing - Request by Blue Winter Haven, LLC to establish a Green Reuse Area pursuant to Chapter 376.80(2)(c) Florida Statutes

City Attorney Murphy gave an overview of this item.

Mayor Birdsong inquired what was previously on the property. City Attorney Murphy said it was apparently an orange grove. Discussion ensued.

Commissioner Dollison asked why the soil testing had not been done earlier. City Attorney Murphy said it was usually done prior to the acquisition of the property and believed they became aware of it, but an application had been submitted in February 2023. He added that based on their application, which accompanied their petition, they suggested that they spent more on the development of the property relating to remediation requirements.

F. R-24-09 - Agreement with the Department of Commerce for Community Planning Technical Assistance Grant for Transportation Master Planning

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

12. ORDINANCE(S) - FIRST READING

A. O-24-08 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 6, Section 21-103, Accessory Uses for the purpose of updating marine structure requirements

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked if this item was consistent with what Polk County did. Director Labbe said the County did not limit roof structure with their docks and believed they deferred to the Florida Department of Environmental Protection (FDEP) and their rules for the lakes. He added that it was a maximum of 1,000 square feet so the City was consistent with non-residential, however a little lower in residential than what the maximum is allowable by FDEP. Discussion ensued regarding the size of covering versus the number of slips that could be covered and the difference between 750 square feet and 1,000 square feet covering.

Commissioner Dantzler inquired why would the City not make this item consistent with the Florida Department of Protection (FDEP) or why the City's Ordinance is different than Polk County's. Director Labbe said he was not sure what everyone else did, but it is what the County did. He believed that just because someone applied for 1,000 square feet did not mean it would be approved. Discussion ensued.

DRAFT

Mayor Pro Tem Yates commented that higher numbers involved submerged land leases through the state, which deterred many individuals from adding square footage to their [boat] docks due to an added annual expense.

Commissioner Dantzler asked if the City still gave dock permits if it was up to 750 square feet. Director Labbe said yes. Discussion ensued.

13. NEW BUSINESS

A. Salvation Army Emergency Women's Shelter

City Manager Stavres gave an overview of this item and said that this afternoon he had received an email from the Salvation Army wanting to withdraw their proposal requesting funds from the City and said he wished he had more information to share, but what he presented was the bulk of the 20-minute conversation.

City Manager Stavres said that in advance of the February 12, 2024, due date, staff had prepared some guidance for the Commission to have discussion, however, it was now a moot point, but if it came back he recommended considering certain parameters and if the Commission decided to fund it, to let him know where the funds would come from.

Commissioner Dollison said he believed the objective of the Salvation Army appearing before the Commission was to announce that they were closing. City Manager Stavres agreed and said he was speaking hypothetically because the City had no funding source to offset this shortfall. Discussion ensued.

Mayor Pro Tem Yates asked if the City could get a letter of support to the Salvation Army to show Tampa and Polk County that this issue was very important to us.

There was consensus of the Commission to send a letter of support to the Salvation Army.

City Manager Stavres said that once more information was available and ready he would bring back additional information to the Commission.

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

City Manager Stavres gave an introduction about the legislative trip to Tallahassee with some of the Commissioners and staff.

Director Hill pointed out the blue binders each of the Commissioners received and gave an overview of the itinerary as follows:

- **Wednesday, January 17, 2024** – Travel day to Tallahassee
- **Thursday, January 18, 2024** – Meetings all day include: breakfast with Representative [Sam] Killebrew; SunTrail Update Presentation by Eric Draper; discussion on Resilient Florida and Water Quality with David Rathke; Florida League of Cities (FLC) briefing regarding advocacy efforts and where they are on various bills; drop in lunch with the Polk County group; meetings with Senator [Colleen] Burton, Representative [Josie] Tomkow, Senator [Ben] Albritton, and Representative [Jennifer] Canady to discuss bills, provide information, and meet with their staff; attend potential afternoon sessions; and Polk County Day Reception.
- **Friday, January 19, 2024** – Travel day to Winter Haven

City Manager Stavres added that the legislative agenda was also included and read aloud several bills, which he went over in more detail:

1. Lake Shipp Infrastructure Improvements
2. Old Dixie Trail SunTrail Grant Application
3. 2040 Resiliency Funding Grant
4. Senate Bill & House Bill regarding Heartland Headwaters Continual Annual Funding for the Polk Regional Water Cooperative (PRWC)

City Manager Stavres also reminded the Commission about a reception tomorrow evening, tied to the PRWC, which was on their schedules.

Lastly, he clarified that the City was having an individual meeting with the Florida League of Cities (FLC) on Thursday and due to the morning schedule, their group would be unable to attend the Ridge League of Cities (RLC) gathering that same day.

❖

Commissioner Mercer expressed interest with a utilities committee meeting on Friday and thought it was regarding a surcharge. City Manager Stavres said they would watch for that and wait for comments from the FLC for attending.

Commissioner Dantzler said he would not be going to Tallahassee, but urged the Commissioners who were to talk to representatives about the "shotgun approach" of Form 6 and pre-emption because he felt it was not right. He said he believed the State needed to be more subjective on how they pass these laws or divide large cities and small cities.

Commissioner Dantzler reported he had just joined the Affordable Housing Advisory Committee (AHAC) and requested the last year of minutes and all the upcoming meetings.

Mayor Pro Tem Yates wished Director Hill a Happy Birthday.

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:08 p.m.

ATTEST: **CITY OF WINTER HAVEN, FLORIDA**

_____ _____

Vanessa Castillo, MMC
City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, January 22, 2024, 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:067e510f-8149-41ea-be53-1bb943b651d0
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. **CALL TO ORDER** - Mayor Birdsong called the regular meeting to order at 6:00 p.m.

2. **ROLL CALL** - Vanessa Castillo, MMC, City Clerk

Commissioners Present: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Dollison

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Police Chief David Brannan; Smart City Officer Hiep Nguyen; Economic Opportunity and Community Investment Director Eric Labbe; Diversity and Inclusivity Director Christine Samuel; Parks, Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Public Works Director Brittany Hart.

3. **INVOCATION** – Rev. Deldrick Leonard - Bethel Missionary Baptist Church

4. **PLEDGE OF ALLEGIANCE** – Vanessa Castillo, MMC, City Clerk

5. **PRESENTATION(S)**

A. "Dr. James H. Ammons, Jr. Week" Proclamation - Dr. James H. Ammons, Jr.

Deputy City Manager Carnevale read aloud a proclamation declaring the week of February 5, 2024, as "Dr. James H. Ammons Jr. Week" in the City of Winter Haven to Dr. Ammons. Dr. Ammons thanked God, to everyone for their prayers, to God, Patricia Smith-Fields, the Selection Committee, the City and the Florence Villa community. He talked about the position influences in his life to include his mother, sister and Mr. Woodard, his former teacher, who was also in the audience.

B. "Donzell 'DChief' Floyd Week" Proclamation - Mrs. Carolyn Floyd

City Manager Stavres read aloud a proclamation declaring the week of February 12, 2024, as "Donzell "DChief" Floyd Week" in the City of Winter Haven to Mrs. Floyd and their son. Mr. Floyd's son thanked everyone. Mrs. Floyd also expressed appreciation and gave a special thank you to Patricia Smith-Fields and Diversity and Inclusivity Director Samuel and recognized Mr. Woodard.

City Manager Stavres noted that two proclamations like this would be presented at the February 12, 2024, Regular City Commission Meeting.

DRAFT

C. New Website Overview

City Manager Stavres gave an overview on the new City website that was due to the City's new branding. He also said that the new website would launch two weeks from today.

Pertaining to the new website, Public Affairs and Communications Director Hill:

- Said 150 pages, mostly duplicate, were removed in order to streamline and make it more efficient
- Showed the 8 most requested items
- Showed and reviewed the new calendar
- Explained "Space Reservations" which were for non-City events
- Explained the "News and Updates" section
- Explained the "Quick Access" pages
- Explained that citizens could create a log in and sign up for notices and other information
- Said there was a Staff Directory that was organized by department and was searchable
- Showed examples of "cross linking"
- Showed examples of the new brand colors for departments
- Explained alert widgets that show on certain pages or could appear at the top
- Showed the Library section, which looked different, but was customized to what people access

Director Hill thanked more than two dozen City staff that helped with the website.

City Manager Stavres said he was not sure if the Commission had explored the site, but encouraged them to do so on any of their devices.

6. DEVELOPMENTS OF NOTE

Mayor Birdsong recognized and thanked Winter Haven Boy Scout Troop #515, who were in the audience. Boy Scout Vincent Harmon said they had come from their own meeting to this Commission Meeting to learn about what the Commission did.

7. MINUTES

A. October 9, 2023, Regular City Commission Meeting Minutes

B. October 18, 2023, Agenda Review Session Meeting Minutes

C. October 23, 2023, Regular City Commission Meeting Minutes

Motion by Mayor Pro Tem Yates to approve the minutes as presented.

Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments.

No one spoke for or against.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Dr. Abdulrahim Al-Khatib, 1435 10th Street in Winter Haven, commended the City for recognizing two outstanding individuals tonight who had directly had an influence on his life.

Robert "BG" Garrett, 2772 Whispering Trails Drive in Winter Haven, read aloud a quote about duty and said that the City was doing a good job with the millions of dollars it was receiving. He expressed that he was excited about the Winter Haven Recreation and Cultural Center and the new Fire Station, but wanted to know if there was going to be a small business or minority business outreach.

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING

A. O-24-01 - Request by Rivercard LLC to amend a portion of Planned Unit Development Ordinance O-21-23 (1911 21st Street, NW)

City Attorney Murphy read Ordinance O-24-01 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-24-01 on second reading – public hearing.

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

Motion carried 5:0.

B. O-24-02 - Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportation's and Polk County's 2023/2024 through 2027/2028 Transportation Improvement Programs and the Polk County School Board's 2023/2024 through 2027/2028 Facilities Work Program by reference

City Attorney Murphy read Ordinance O-24-02 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-24-02 on second reading – public hearing.

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

Motion carried 5:0.

C. O-24-03 - Administrative request to amend Table 21-32(A) of the Winter Haven Code of Ordinances for the purpose of addressing Commercial- Downtown (C-1) zoning district uses

City Attorney Murphy read Ordinance O-24-03 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-24-03 on second reading – public hearing.

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

Motion carried 5:0.

D. O-24-04 - Administrative request amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 5, Section 21-96, and Table 21-32(A) for the purpose of addressing, banquet halls, bottle clubs, and related alcoholic beverage establishments

City Attorney Murphy read Ordinance O-24-04 by title only. City Manager Stavres said nothing had changed on this Ordinance since first reading.

Motion by Mayor Pro Tem Yates to approve Ordinance O-24-04 on second reading – public hearing.

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

Motion carried 5:0.

10. CONSENT AGENDA

A. Amendment No. 6 to the Agreement between the City of Winter Haven and Tuttle Corporation d/b/a Richard's Fine Coffees

B. Authorization for Travel and Training - Florida Municipal Insurance Trust (FMIT) 2024 Trustee Meetings (Dantzler)

C. Amendment to the Community Redevelopment Agency fiscal year 2023-2024 budget

D. Task Order with Kimley Horn for Transportation Master Plan

E. Task Order with Kimley Horn for Transportation Support Services

Motion by Mayor Pro Tem Yates to approve the entire Consent Agenda as presented.

Mayor Birdsong 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 5:0.

11. RESOLUTION(S)

A. R-24-01 - City Commission Support of the Application for FDOT Transportation Alternatives funding for the Roselawn Street, SW/Sheridan Street, SW Complete Street Project

City Attorney Murphy read Resolution R-24-01 by title only. City Manager Stavres explained how there was one fact/summary sheet for Resolutions R-24-01, R-24-02, R-24-03, however, they were pertaining to different segments.

Motion by Commissioner Mercer to approve Resolution R-24-01.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record.

(First name inaudible. Also, did not sign in.) Keith, 210 Avenue D NE in Winter Haven, said she had just moved to Winter Haven last May, was concerned with the homeless population, and asked if there was any funding to help them. City Manager Stavres said the City would follow up separately on this request.

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

Motion carried 5:0.

B. Resolution R-24-02 - City Commission support of the application for FDOT Transportation Alternatives funding for the West Central Avenue Complete Street Project

City Attorney Murphy read Resolution R-24-02 by title only. Mayor Birdsong noted that a presentation had already been given.

Motion by Mayor Pro Tem Yates to approve Resolution R-24-02.

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

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

Motion carried 5:0.

C. R-24-03 - City Commission support of the application for FDOT Transportation Alternatives funding for the East Lake Martha Drive Complete Street Project

City Attorney Murphy read Resolution R-24-03 by title only. Mayor Birdsong noted that a presentation had already been given.

Motion by Commissioner Mercer to approve Resolution R-24-03.

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

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

Motion carried 5:0.

D. R-24-07 - Request by Lennar Homes, LLC to reduce the amount of the Performance Bond submitted to the City to insure completion of required improvements for the Peace Creek Reserve Subdivision

City Attorney Murphy read Resolution R-24-07 by title only and Community Investment and Economic Opportunity Director Labbe presented.

Motion by Commissioner Mercer to approve Resolution R-24-07.

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

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

Motion carried 5:0.

E. R-24-08 - Public Hearing - Request by Blue Winter Haven, LLC to establish a Green Reuse Area pursuant to Chapter 376.80(2)(c) Florida Statutes

City Attorney Murphy reported that this Resolution was a public hearing and recommended that the Commission not vote on this item tonight since it would come back at the February 12, 2024, Regular City Commission Meeting. He also said that the application would be attached.

City Attorney Murphy read Resolution R-24-08 by title only.

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record.

Brett Brumund, Attorney at Goldstein Environmental Law Firm in Coral Gables, Florida and representing the applicant, said he was available to answer any questions.

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

F. R-24-09 - Agreement with the Department of Commerce for Community Planning Technical Assistance Grant for Transportation Master Planning

City Attorney Murphy read Resolution R-24-09 by title only and Deputy City Manager Carnevale presented.

Motion by Commissioner Mercer to approve Resolution R-24-09.

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

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

Motion carried 5:0.

12. ORDINANCE(S) - FIRST READING

A. O-24-08 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 6, Section 21-103, Accessory Uses for the purpose of updating marine structure requirements

City Attorney Murphy read Ordinance O-24-08 by title only and Economic Opportunity and Community Investment Director Labbe presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the February 12, 2024, Regular City Commission Meeting.

13. NEW BUSINESS

A. Salvation Army Emergency Women's Shelter

City Manager Stavres presented this item as detailed in the fact/summary sheet. He added that he had met with Lieutenant Daniel Jones, from the Salvation Army of Winter Haven, last Tuesday and that the Salvation Army had withdrawn their original request. He had received a subsequent email saying that they were going to move away from sheltering and more towards "wrap around" services, so no action was needed to proceed in that regard.

Discussion ensued regarding the details of the letter, which City Manager Stavres read aloud.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported on the following: participated in the Florida League of Cities (FLC) Legislative Committee calls and said that some of the legislative bills were going to be either presented in Tallahassee or were already presented; attended the Dr. Martin Luther King, Jr. (MLK) Wreath Laying Ceremony; attended the *Harriet* movie MLK event; attended the MLK parade; attended the groundbreaking for the new Public Safety Building; attended the Greater [Winter Haven] Chamber of Commerce Leadership Alumni event; attended the MLK Breakfast; attended Polk County Day in Tallahassee and that there were bills that had passed that the City was watching because it would affect the City; attended the FLC session on utilities, which she discussed further.

Commissioner Dantzler reported that he had attended several MLK-related events and thanked the Commission for attending since he was unable to do so.

Commissioner Dollison reported on the following: attended all MLK-related events to include the worship service, luncheon, breakfast, parade, movie, and wreath laying; attended Polk County Day in Tallahassee where he met State Representatives which was insightful, commented that the FLC was very informative and that he appreciated all of the great education he received there.

Mayor Pro Tem Yates reported on the following: attended the majority of the MLK-related events and thanked all City staff that put that on; attended the groundbreaking for the new Public Safety Building; attended the RLC B Board Meeting where he was selected Treasurer; and attended Polk County Day in Tallahassee. He added that he appreciated that people recognized that Winter Haven had much going on and that there were many positive comments.

Mayor Birdsong reported on the following: attended all MLK-related events and rode in the MLK Parade; attended the Tallahassee trip as well and discussed Enterprise Funds, that the FLC was supporting us, they were able to engage with other departments and explained that the City did not lobby, but sought funding; expressed how ribbon cuttings and groundbreakings were always exciting to him; and attended the groundbreaking for the Public Safety Building that was being built in Florence Villa.

15. CITY ATTORNEY REPORT

City Attorney Murphy expressed that the proclamation recipients that were honored this evening had inspired him and that he was happy to be there tonight.

16. CITY MANAGER REPORT

City Manager Stavres discussed a number of items in more details such as the Tourist Development Council (TDC) legislation that would greatly change how those funds are collected and redistributed to the cities, changes in development regulations that impact how permits are given and related challenges. He spoke on the benefits of Home Rule and how the City would continue to fight the good fight on behalf of local cities and make more trips to Tallahassee if need be. There would be additional opportunities to do so and the City stood ready to do what would benefit the City of Winter Haven.

City Manager Stavres also reported that he would not likely not attend the February 7, 2024, Agenda Review Session because he was invited by the FLC to participate in a program that day in advance of their Winter institute so Deputy City Manager would facilitate that meeting in his absence.

Lastly, he reported that he had spoken to Chris Sexson of Destroyer Media and Marketing LLC [who also publishes the HAVEN publication] who was working with Downtown businesses to reignite business activity starting on the first Friday in February from 5:00 p.m. to 9:00 p.m. Deputy City Manager added that that his office staff was currently working with the Special Events Committee to see what role the City would play in that, if any, to promote Downtown businesses.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale congratulated all of the Local Heroes that had been honored tonight. He also gave Boy Scout Troop #515 a shout out and said he was glad to see them in the audience.

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:36 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

DATE: January 18, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-24-05: Request by Timothy Campbell to assign Neighborhood Mixed Use Hub Future Land Use to an annexed parcel. General Location: A parcel generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE. The area covered by this request is 2.16± acres; and

Ordinance O-24-06: Request by Timothy Campbell to assign Commercial- Highway (C-3) zoning district to an annexed parcel. General Location: A parcel generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE. The area covered by this request is 2.16± acres.

BACKGROUND

Timothy Campbell, petitioner, requests the City assign Neighborhood Mixed Use Hub Future Land Use and Commercial- Highway (C-3) zoning district to an annexed parcel. The vacant parcel is generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE and totals 2.16± acres. The parcel was annexed into the City June 26, 2023. The petitioner proposes for the property to be developed with commercial uses similar to other C-3 properties along the Cypress Gardens Boulevard corridor.

As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Economic Opportunity (DEO) and other state and local agencies is not required.

SURROUNDING USES

The subject property is surrounded by single family residential to the north; a dental office and single family residential to the east; Cypress Gardens Boulevard to the south; and a gas station and convenience store to the west. Across Cypress Gardens Boulevard to the south is Ruby Lake Shoppes which has a mixture of commercial uses.

INFRASTRUCTURE

Based on 2.16 acres, the maximum potential square footage under the proposed Neighborhood Mixed Use Hub Future Land Use would be 94,090 square feet (2.16 acres x 43,560 sf x 1.0 FAR). The table below shows the potential demands for 94,090 square feet of commercial.

Type of Infrastructure	Available Capacity	Vested Demands	Potential Demands	Remaining Capacity
Potable Water and Sewer (as of November 30, 2023)				
Potable Water	3,080,000 gpd	962,700 gpd	21,800 gpd	2,095,500 gpd
Sewer (WWTP 3)	2,903,000 gpd	716,700 gpd	19,184 gpd	2,167,116 gpd
Transportation (Background Data from Polk TPO)				
Cypress Gardens Boulevard *Eastbound (PM Peak Hour)*	1,230 trips	93 trips	231 trips	906 trips
Cypress Gardens Boulevard *Westbound (PM Peak Hour)*	1,268 trips	93 trips	241 trips	934 trips

Based on the numbers in the table above, supporting water, sewer, and transportation infrastructure contain sufficient capacity to support these requests; however, a final concurrency determination shall be made at the time the property receives site plan approval and is developed.

When C-3 development standards, on-site parking requirements, and stormwater requirements are applied to the property, the actual maximum square footage would likely be less, as would the impact.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Land Use for the subject parcel was Neighborhood Activity Center (NAC). The requested Neighborhood Mixed Use Future Land Use is consistent with the surrounding City uses and designations and the former Polk County Land Use designation. The requested C-3 zoning district is consistent with the Neighborhood Mixed Use Hub Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

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

This is an ordinance enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its January 2, 2024 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Neighborhood Mixed Use Hub Future Land Use and C-3 zoning district is generally consistent with the former Polk County Future Land Use and surrounding City uses and designations; and

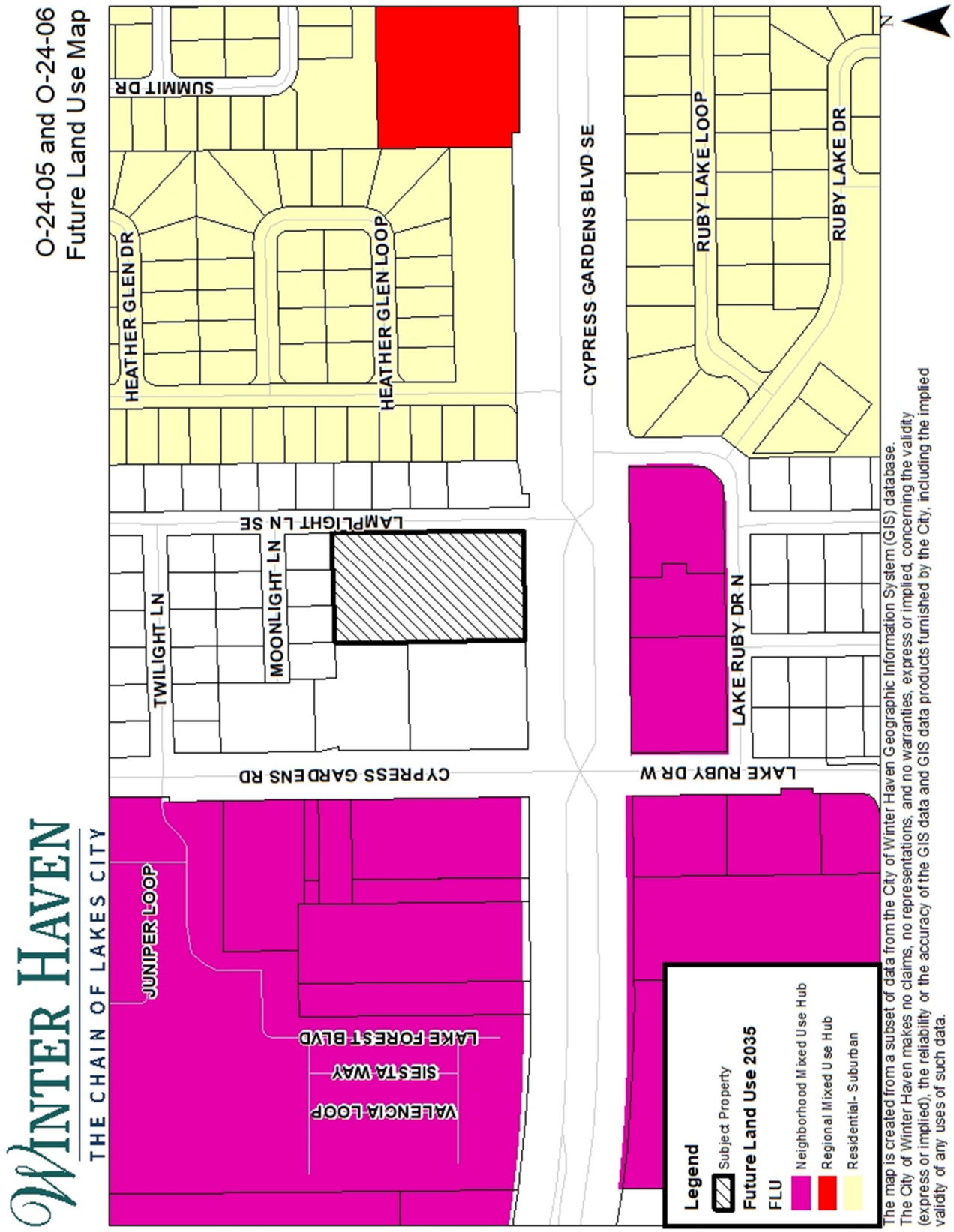
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

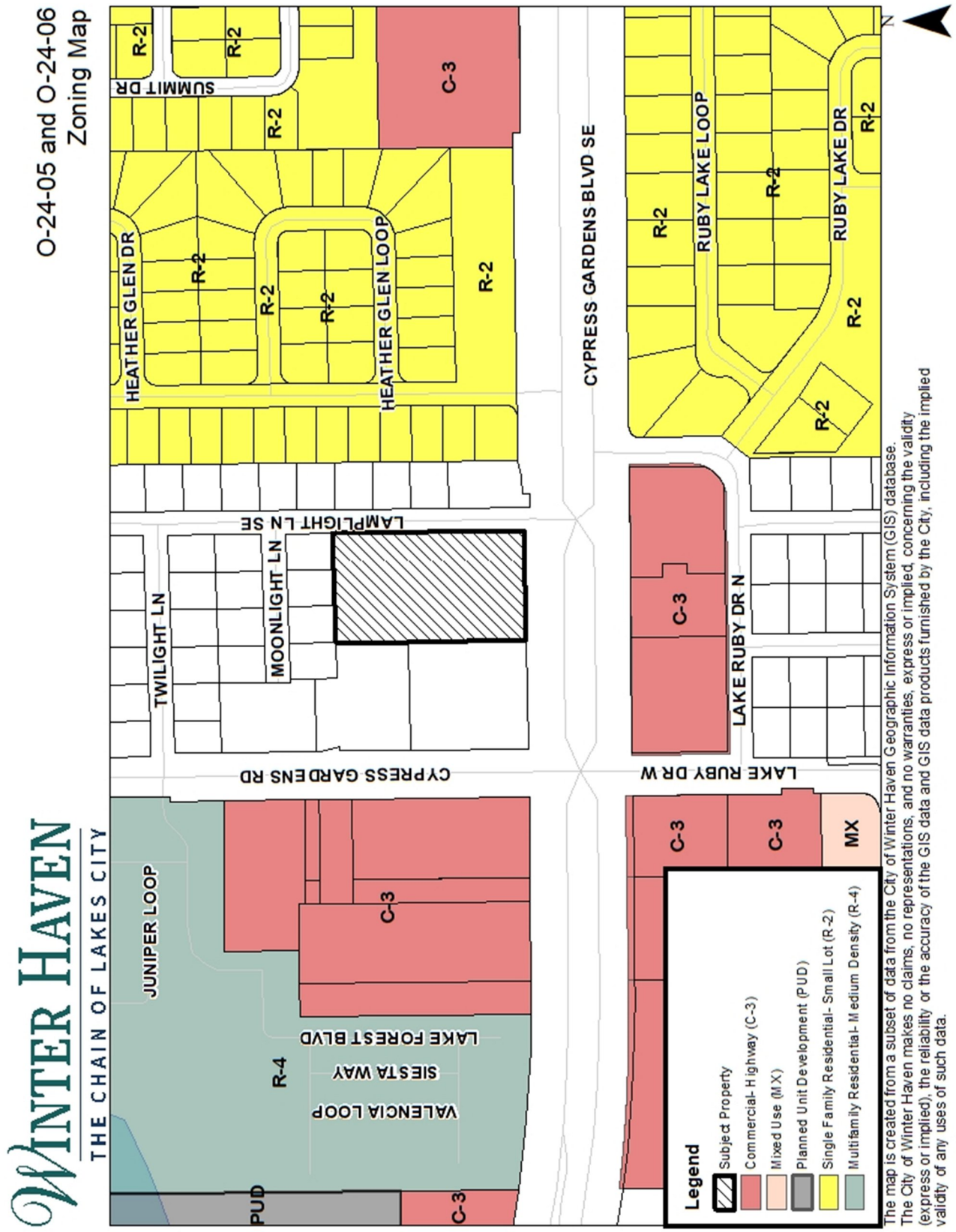
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-24-05 and O-24-06.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-24-05 (Future Land Use)
- Ordinance O-24-06 (Zoning)


O-24-05 and O-24-06
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
SUMMIT DR
HEATHER GLEN DR
HEATHER GLEN LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
N
LAMPLIGHT LN SE
TWILIGHT LN
MOONLIGHT LN
LAKE RUBY DR N
CYPRESS GARDENS RD
LAKE RUBY DR W
JUNIPER LOOP
LAKE FOREST BLVD
SIESTA WAY
VALENCIA LOOP
Legend
Subject Property
Future Land Use 2035
FLU
Neighborhood Mixed Use Hub
Regional Mixed Use Hub
Residential- Suburban
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
(express 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.


O-24-05 and O-24-06
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
SUMMIT DR
HEATHER GLEN DR
HEATHER GLEN LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
LAMPLIGHT LN SE
TWILIGHT LN
MOONLIGHT LN
CYPRESS GARDENS RD
LAKE RUBY DR N
LAKE RUBY DR W
JUNIPER LOOP
LAKE FOREST BLVD
SIESTA WAY
VALENCIA LOOP
R-2
R-4
C-3
MX
PUD
Legend
Subject Property
Commercial- Highway (C-3)
Mixed Use (MX)
Planned Unit Development (PUD)
Single Family Residential- Small Lot (R-2)
Multifamily Residential- Medium Density (R-4)
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O-24-05 and O-24-06
Aerial Map



WINTER HAVEN
THE CHAIN OF LAKES CITY

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Polk County Land Use Map



ORDINANCE NO. O-24-05

AN ORDINANCE AMENDING ORDINANCE 23-25, THE 2035 WINTER HAVEN COMPREHENSIVE PLAN 2035 FUTURE LAND USE MAP SERIES, BY REVISING THE FUTURE LAND USE MAP SERIES BY ASSIGNING NEIGHBORHOOD MIXED USE HUB FUTURE LAND USE TO ONE (1) ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE. The area covered by this request is 2.16± 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 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; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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 assigning that area as shown on Exhibit "A" as "Neighborhood Mixed Use Hub" 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 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. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. The effective date of this small-scale Comprehensive Plan amendment shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by the Department of Commerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to the Department of Commerce, Bureau of Community Planning and Growth, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 12th day of February, 2024.

PASSED on second reading this 26th day of February, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

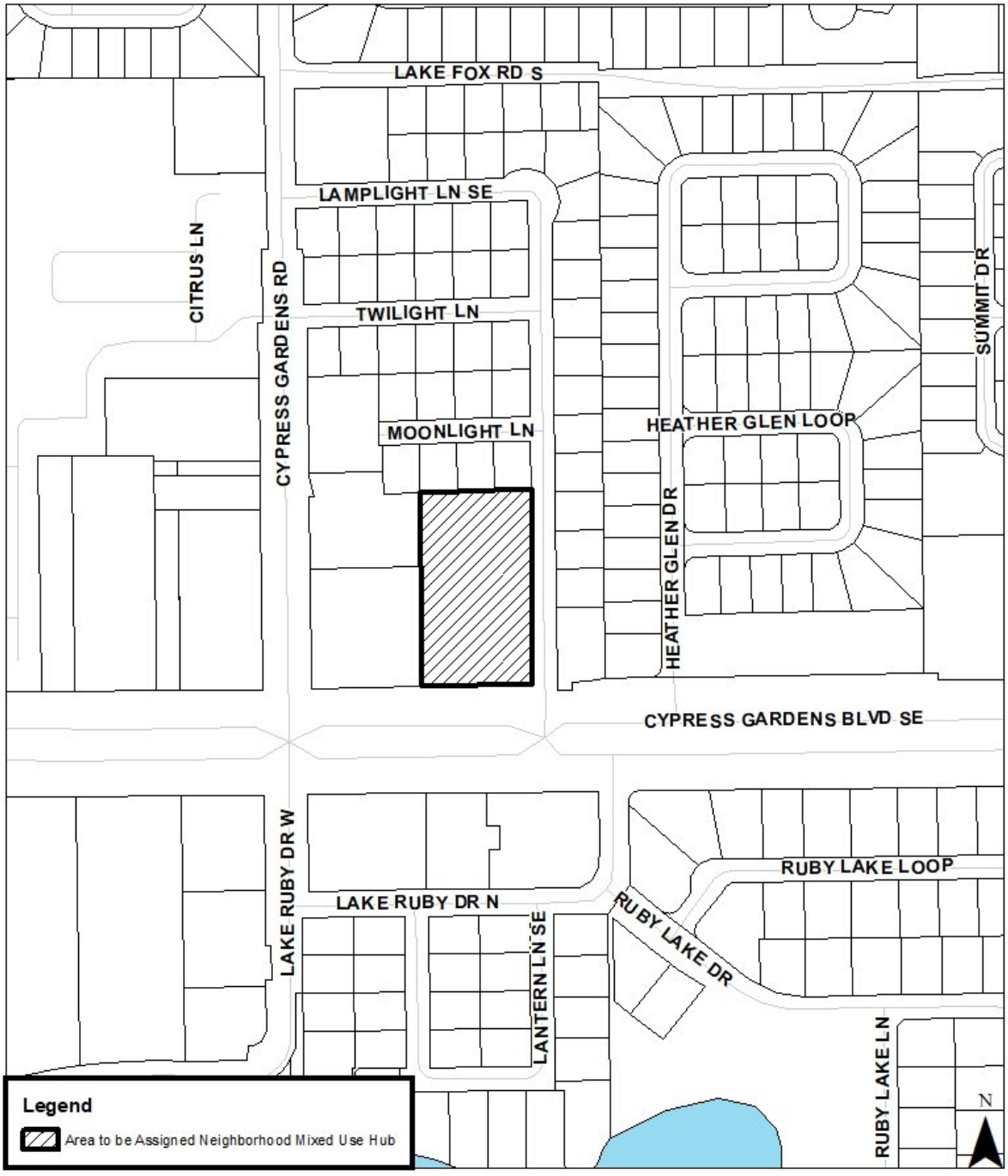
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


LAKE FOX RD S
LAMPLIGHT LN SE
CITRUS LN
CYPRESS GARDENS RD
TWILIGHT LN
MOONLIGHT LN
SUMMIT DR
HEATHER GLEN LOOP
HEATHER GLEN DR
CYPRESS GARDENS BLVD SE
LAKE RUBY DR W
LAKE RUBY DR N
LANTERN LN SE
RUBY LAKE LOOP
RUBY LAKE DR
RUBY LAKE LN
N
Legend
Area to be Assigned Neighborhood Mixed Use Hub

DATE: January 18, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director
Sean Byers, Planning Manager

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-24-05: Request by Timothy Campbell to assign Neighborhood Mixed Use Hub Future Land Use to an annexed parcel. General Location: A parcel generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE. The area covered by this request is 2.16± acres; and

Ordinance O-24-06: Request by Timothy Campbell to assign Commercial- Highway (C-3) zoning district to an annexed parcel. General Location: A parcel generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE. The area covered by this request is 2.16± acres.

BACKGROUND

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As these requests contain a small-scale Future Land Use amendment, review by the Florida Department of Economic Opportunity (DEO) and other state and local agencies is not required.

SURROUNDING USES

The subject property is surrounded by single family residential to the north; a dental office and single family residential to the east; Cypress Gardens Boulevard to the south; and a gas station and convenience store to the west. Across Cypress Gardens Boulevard to the south is Ruby Lake Shoppes which has a mixture of commercial uses.

INFRASTRUCTURE

Based on 2.16 acres, the maximum potential square footage under the proposed Neighborhood Mixed Use Hub Future Land Use would be 94,090 square feet (2.16 acres x 43,560 sf x 1.0 FAR). The table below shows the potential demands for 94,090 square feet of commercial.

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When C-3 development standards, on-site parking requirements, and stormwater requirements are applied to the property, the actual maximum square footage would likely be less, as would the impact.

COMPREHENSIVE PLAN

Prior to annexation, the Polk County Land Use for the subject parcel was Neighborhood Activity Center (NAC). The requested Neighborhood Mixed Use Future Land Use is consistent with the surrounding City uses and designations and the former Polk County Land Use designation. The requested C-3 zoning district is consistent with the Neighborhood Mixed Use Hub Future Land Use designation.

NOTIFICATION

All notification requirements for these requests were met.

FINANCIAL IMPACT

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

This is an ordinance enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its January 2, 2024 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

CONCLUSION

Staff's review of these requests yields the following conclusions:

- The assignment of Neighborhood Mixed Use Hub Future Land Use and C-3 zoning district is generally consistent with the former Polk County Future Land Use and surrounding City uses and designations; and

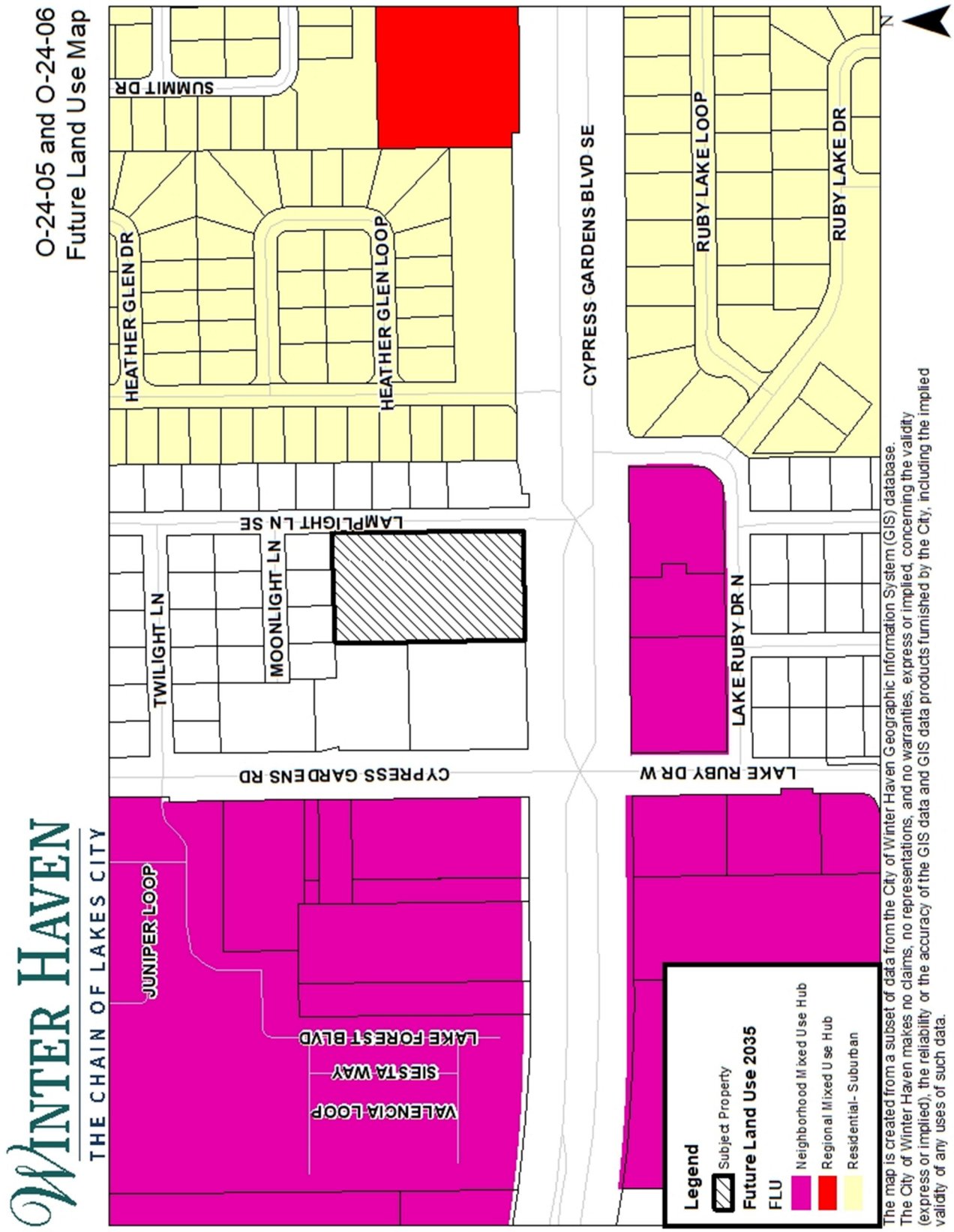
- There is sufficient public infrastructure capacity to accommodate the maximum theoretical development under C-3.

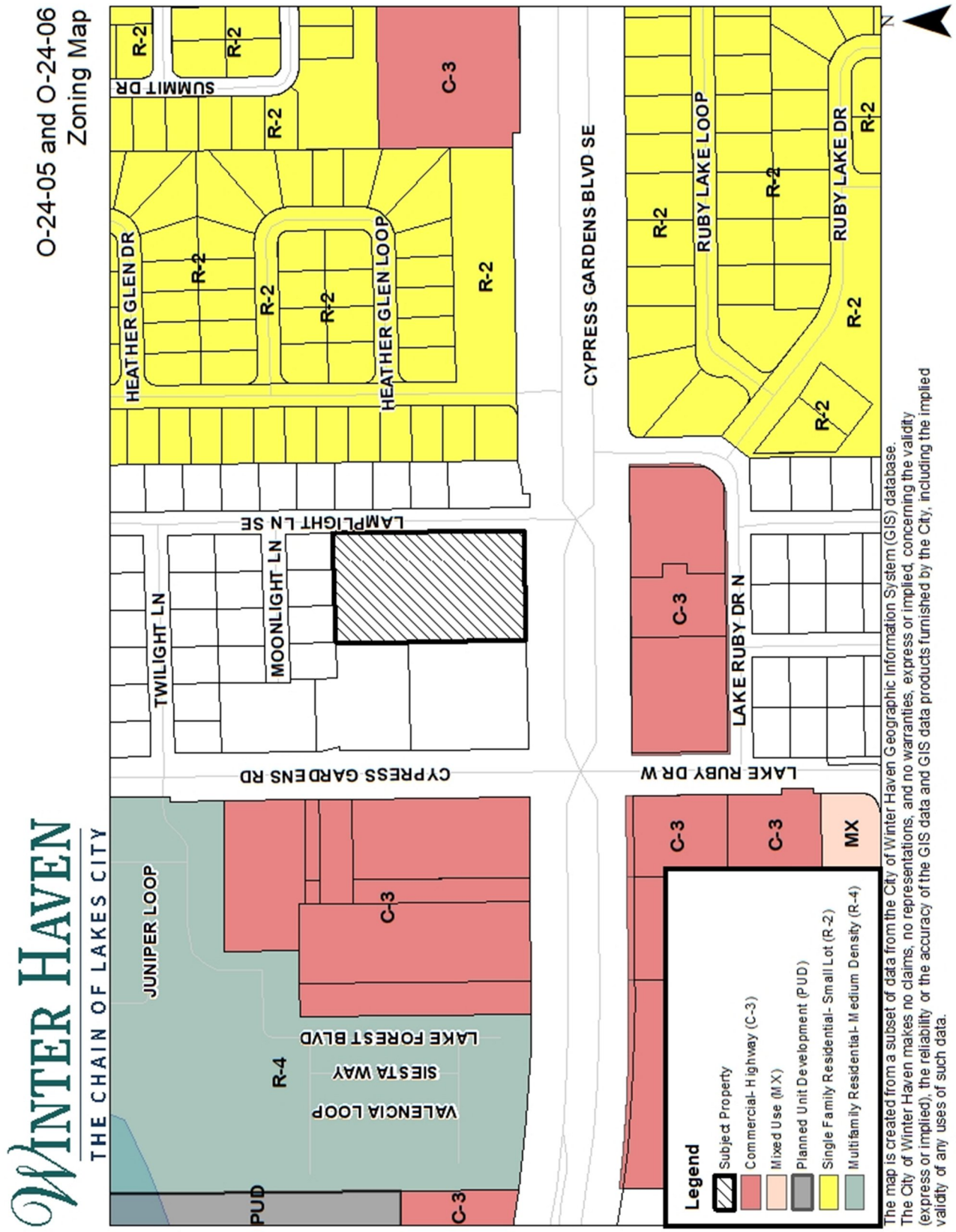
RECOMMENDATION

Staff recommends the City Commission approve Ordinances O-24-05 and O-24-06.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Polk County Land Use Map
- Ordinance O-24-05 (Future Land Use)
- Ordinance O-24-06 (Zoning)


O-24-05 and O-24-06
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
SUMMIT DR
HEATHER GLEN DR
HEATHER GLEN LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
N
LAMPLIGHT LN SE
TWILIGHT LN
MOONLIGHT LN
LAKE RUBY DR N
CYPRESS GARDENS RD
LAKE RUBY DR W
JUNIPER LOOP
LAKE FOREST BLVD
SIESTA WAY
VALENCIA LOOP
Legend
Subject Property
Future Land Use 2035
FLU
Neighborhood Mixed Use Hub
Regional Mixed Use Hub
Residential- Suburban
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
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validity of any uses of such data.


O-24-05 and O-24-06
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
SUMMIT DR
HEATHER GLEN DR
HEATHER GLEN LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
LAMPLIGHT LN SE
TWILIGHT LN
MOONLIGHT LN
CYPRESS GARDENS RD
LAKE RUBY DR N
LAKE RUBY DR W
JUNIPER LOOP
LAKE FOREST BLVD
SIESTA WAY
VALENCIA LOOP
R-2
R-4
C-3
MX
PUD
Legend
Subject Property
Commercial- Highway (C-3)
Mixed Use (MX)
Planned Unit Development (PUD)
Single Family Residential- Small Lot (R-2)
Multifamily Residential- Medium Density (R-4)
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O-24-05 and O-24-06
Aerial Map



WINTER HAVEN
THE CHAIN OF LAKES CITY

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Polk County Land Use Map



ORDINANCE NO. O-24-06

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY ASSIGNING COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT TO AN ANNEXED PARCEL; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (General Location: A parcel generally located at the northwest corner of Cypress Gardens Boulevard and Lamplight Lane, SE. The area covered by this request is 2.16± acres.)

WHEREAS, there has been a request to assign zoning to 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 Winter Haven Comprehensive Plan; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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 assign that land, described in Exhibit "A" attached hereto and made a part of this ordinance, as Commercial- Highway (C-3) zoning district.

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 of the City of Winter Haven.

3. All ordinances in conflict herewith are hereby repealed.

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. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

6. This Ordinance shall be effective immediately upon the effective date of Future Land Use Ordinance O-24-05; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 12th day of February, 2024.

PASSED on second reading this 26th day of February, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

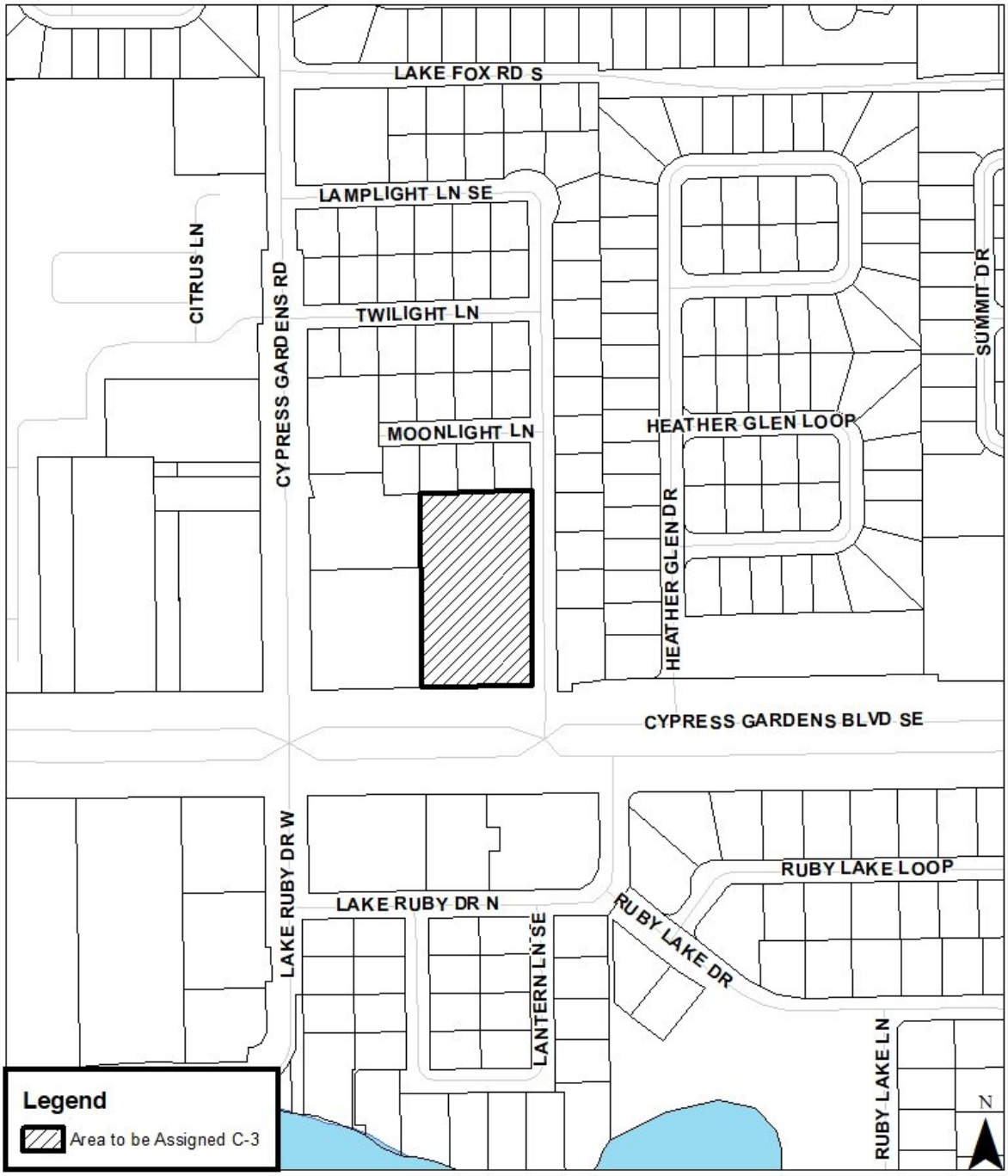
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


LAKE FOX RD S
LAMPLIGHT LN SE
CITRUS LN
CYPRESS GARDENS RD
TWILIGHT LN
MOONLIGHT LN
HEATHER GLEN LOOP
HEATHER GLEN DR
SUMMIT DR
CYPRESS GARDENS BLVD SE
LAKE RUBY DR W
LAKE RUBY DR N
RUBY LAKE LOOP
RUBY LAKE DR
LANTERN LN SE
RUBY LAKE LN
Legend
Area to be Assigned C-3
N

DATE: January 22, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity and Community Investment Director

FROM: Sean Byers, Planning Manager

SUBJECT: Ordinance O-24-07: Administrative request to amend the Winter Haven Code of Ordinances, Chapter 10, Section 10-3, Highwater Marks, and Chapter 21, Article II, Section 21-70 relating to waterfront properties.

BACKGROUND

Section 21-70 of the Winter Haven Code of Ordinances provides setback requirements for waterfront properties. Specifically, special setback standards are provided for principal structures, accessory structures, and stormwater management areas. Section 21-70 has been unchanged since adoption of setback requirements for stormwater management areas in April, 2002.

In recent months, it has come into question how the highwater setback is measured from seawalls, particularly those installed along lake interconnecting canals. The Code is currently silent in this regard. Proposed changes will clearly state the setback measurement is to be made from the back (landward) side of the seawall to the applicable structure.

In addition to addressing measurement, the established highwater elevations for the City's lakes will be moved to this Section from Chapter 10 of the Code of Ordinances. With the exception of adding a reference to the 1988 vertical datum (NAVD 1988) to the elevations, which are currently stated using the 1929 vertical datum (NGVD 1929), there will be no changes in the adopted highwater elevations other than removing Lake Ashton from the Table. Moving these elevations to this Section will facilitate use of the Land Development Code by staff and members of the public.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance

with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its January 2, 2024 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-07.

ATTACHMENT

- Ordinance O-24-07

ORDINANCE NO. O-24-07

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 10, SECTION 10-3, HIGHWATER MARKS, AND CHAPTER 21, ARTICLE II, DIVISION 3, SECTION 21-70, WATERFRONT PROPERTIES, FOR THE PURPOSE OF CLARIFYING HIGHWATER SETBACK MEASUREMENTS AND ELEVATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed amendment to the Winter Haven Land Development Code, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 10, Section 10-3 and Chapter 21, Article II, Division 3, Section 21-70 for the purpose of clarifying highwater setback measurements and highwater elevations; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That Chapter 10, Section 10-3, Highwater Marks, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. That Chapter 21, Article II, Division 3, Section 21-70, Waterfront Properties, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "B", attached hereto and made a part hereof.

3. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect.

4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, section of this ordinance may be renumbered or relettered and 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.

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 become effective immediately upon passage on second reading.

INTRODUCED on first reading this 12th day of February, 2024.

PASSED on second reading this 26th day of February, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., City Attorney

Exhibit “A” – Page 1 of 4

Sec. 10-3. - Highwater marks.

The highwater mark, which is the line of elevation around each of the lakes and waterways within or touching the limits of the city, is hereby established as follows:

~~Lake~~	~~Elevation (in feet)~~	~~Notes~~
~~Ashton~~	~~118.70~~	~~Former "Lake Myrtle"~~
~~Bess~~	~~125.50~~	
~~Buckeye~~	~~130.10~~	
~~Cannon, Eloise, Hartridge, Howard, Idylwild, Jessie, Lulu, May, Mirror, Roy, Shipp, Spring, Summit and Winterset~~	~~132.80~~	~~"Chain of Lakes" (southern)~~
~~Citrus~~	~~145.60~~	
~~Conine, Haines, Rochelle and Smart~~	~~129.70~~	~~"Chain of Lakes" (northern)~~
~~Cunningham~~	~~130.00~~	~~AKA "Crystal Lake #3"~~
~~Daisy~~	~~130.90~~	
~~Deer~~	~~141.30~~	
~~Dexter~~	~~132.20~~	
~~Elbert~~	~~137.50~~	
~~Fannie~~	~~127.00~~	
~~Fox~~	~~135.20~~	
~~Gem~~	~~140.90~~	
~~Gross~~	~~138.50~~	~~AKA "Grass" or "Grassy"~~
~~Hamilton (three)~~	~~122.50~~	~~Little, Middle & Hamilton~~

Exhibit “A” – Page 2 of 4

~~Hart~~	~~124.70~~	
~~Henry~~	~~127.00~~	
~~Ida~~	~~136.70~~	
~~Idyl~~	~~134.00~~	
~~Link~~	~~128.70~~	
~~Lucerne~~	~~132.30~~	
~~Mariam~~	~~125.60~~	
~~Mariana~~	~~138.60~~	
~~Martha~~	~~142.50~~	
~~Maude~~	~~141.10~~	
~~Otis~~	~~128.70~~	
~~Pansy~~	~~130.00~~	
~~Reeves~~	~~125.10~~	~~AKA "Coon Lake"~~
~~River~~	~~141.60~~	
~~Round~~	~~129.40~~	
~~Ruby~~	~~125.50~~	
~~Silver~~	~~147.30~~	

Exhibit “A” – Page 3 of 4

Lake		Elevation NGVD of 1929	Elevation NAVD 1988
Northern Chain of Lakes	Conine	129.70	128.79
	Haines		128.76
	Rochelle		128.77
	Smart		128.76
Southern Chain of Lakes	Cannon	132.80	131.91
	Eloise		131.83
	Hartridge		131.90
	Howard		131.92
	Idylwild		131.91
	Jessie		131.91
	Lulu		131.86
	May		131.92
	Mirror		131.90
	Roy		131.84
	Shipp		131.93
	Spring		131.90
	Summit		131.82
	Winterset		131.83
Bess		125.50	124.52
Buckeye		130.10	129.15
Citrus		145.60	144.70
Cunningham		130.00	129.04
Daisy		130.90	129.90
Deer		141.30	140.41
Dexter		132.20	131.21
Elbert		137.50	136.55
Fannie		127.00	126.05
Fox		135.20	134.20
Gem		140.90	139.96
Gross (Aka Grass or Grassy)		138.50	137.54
Hamilton (including Little and Middle Lake Hamilton)		122.50	121.53
Hart		124.70	123.73
Henry		136.70	135.74
Ida		136.70	135.79
Idyl		134.00	133.06
Link		128.70	127.74
Lucerne		132.30	131.34
Mariam		125.60	124.63
Marianna		138.60	137.72
Martha		142.50	141.57
Maude		141.10	140.17
Otis		128.70	127.75
Pansy		130.00	129.10

Exhibit “A” – Page 4 of 4

Reeves	125.10	124.13
River	141.60	140.60
Round	129.40	128.43
Ruby	125.50	124.52
Silver	147.30	146.39

Not listed: Rattlesnake and Swan, once the ten-year flood elevation is established by SWFWMD, these will be administratively added to reflect the same.

Exhibit “B” Page 1 of 2

Sec. 21-70. Waterfront properties.

(a) On any lot having water frontage, the minimum setback of principal buildings from the regulatory high-water mark, which shall be established by the engineering department of the City, shall be forty (40) feet. The minimum setback for accessory structures from the regulatory high water mark shall be twenty-five (25) feet. Where a seawall is present, the setback shall be measured from the back (landward) side of the seawall to the principal or accessory structure.

This requirement shall apply to all new construction and any additions to existing buildings or structures. Existing buildings or structures that have been damaged or destroyed shall not be subject to this regulation so long as they are replaced within their existing footprint.

(b) On any lot having frontage on a seawall constructed along a lake interconnecting canal, the minimum setback from the back (landward) side of ~~the~~ said seawall to a berm or a stormwater management structure shall be twenty-five (25) feet. With respect to berms, the setback shall be measured from the toe of the berm's slope closest to the seawall.

(c) Highwater elevations for lakes located within or adjacent to the City shall be as set forth in Table 21-70A.

Table 21-70A, Established Highwater Elevations for Lakes

Lake		**Elevation NGVD of 1929**	**Elevation NAVD 1988**
Northern Chain of Lakes	Conine	129.70	128.79
	Haines		128.76
	Rochelle		128.77
	Smart		128.76
Southern Chain of Lakes	Cannon	132.80	131.91
	Eloise		131.83
	Hartridge		131.90
	Howard		131.92
	Idylwild		131.91
	Jessie		131.91
	Lulu		131.86
	May		131.92
	Mirror		131.90
	Roy		131.84
	Shipp		131.93
	Spring		131.90
	Summit		131.82
	Winterset		131.83
Bess		125.50	124.52
Buckeye		130.10	129.15

Exhibit “B” Page 2 of 2

Citrus	145.60	144.70
Cunningham	130.00	129.04
Daisy	130.90	129.90
Deer	141.30	140.41
Dexter	132.20	131.21
Elbert	137.50	136.55
Fannie	127.00	126.05
Fox	135.20	134.20
Gem	140.90	139.96
Gross (Aka Grass or Grassy)	138.50	137.54
Hamilton (including Little and Middle Lake Hamilton)	122.50	121.53
Hart	124.70	123.73
Henry	136.70	135.74
Ida	136.70	135.79
Idyl	134.00	133.06
Link	128.70	127.74
Lucerne	132.30	131.34
Mariam	125.60	124.63
Marianna	138.60	137.72
Martha	142.50	141.57
Maude	141.10	140.17
Otis	128.70	127.75
Pansy	130.00	129.10
Reeves	125.10	124.13
River	141.60	140.60
Round	129.40	128.43
Ruby	125.50	124.52
Silver	147.30	146.39

DATE: February 12, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Re-purposing of Series 2021B Bond Proceeds for Compliance Purposes

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BACKGROUND

On October 26, 2021, the City issued Non Ad Valorem Revenue Bonds Series 2021B with a par amount of $4,390,000, for the purpose of funding the acquisition, expansion, design, construction and equipping of various capital improvements, including without limitation, improvements to a parking garage to be owned and/or used by the City. The Series 2021B bonds have a final maturity date of October 1, 2027.

The Series 2021B bonds were issued as taxable obligations with the intent to build a parking garage for public/private use. The development of the parking garage has been delayed as the City evaluates project opportunities. Current projections for the construction of the parking garage extend beyond fiscal year 2025.

The Series 2021B bond issuance provided $4,561,567.90 (including issuance premium) for the project, with an All-in True Interest Cost of 1.51%. Currently, the City receives 5.60% from its investment account.

Given the timing and change in circumstances described above, Bond Counsel has advised the City to spend the 2021B bond proceeds as soon as reasonably possible on an eligible project to satisfy a municipal purpose, so that the Series 2021 Bonds cannot be later construed as an impermissible "arbitrage bond" under Florida case law. Thus, it is recommended the 2021B bond proceeds be re-purposed to the Chain of Lakes (COL) recreational facilities project as this project has commenced and is in the design stage of completion. The City has established funding of $20M for the COL's project which includes $5M of dedicated funding from the City. The Series 2021B proceeds will be re-directed to fund the COL's project with the intent to direct funding, from the COL project to the parking garage project when the project commences.

FINANCIAL IMPACT

There is no financial impact to the re-purposing of Series 2021 Bond Proceeds

RECOMMENDATION

Staff recommends the City Commission approve the re-purposing of Series 2021B Bond Proceeds as described above.

DATE: January 26, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Amanda-Jo Nicholson, Assistant to the City Manager

SUBJECT: Authorization for Travel and Training

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: Metropolitan Planning Organization Advisory Council (MPOAC) Board 2024 meetings
Location: Orlando, FL
Dates: April 25; July 25; October 24, 2024
Attendee: Mayor Nathaniel J. Birdsong, Jr.
Expense: circa $180 per night (room blocks not yet available) plus per diem and 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 the participant listed above.

DATE: February 2, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Amanda-Jo Nicholson, Assistant to the City Manager

SUBJECT: Authorization for Travel and Training

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:	Florida Black Caucus of Local Elected Officials (FBC-LEO) 2024 Spring Conference
Dates & Location:	April 4-5, 2024, Kissimmee, FL
Attendee:	Mayor Nathaniel, J. Birdsong, Jr.

FINANCIAL IMPACT

Hotel $395, plus mileage & per diem. 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 as outlined above.

ATTACHMENT

- 2024 FBC-LEO Conference Agenda

FBC-LEO

APRIL 4-5, 2024
EMBASSY SUITES LAKE BUENA VISTA SOUTH
KISSIMMEE, FL

2024 FBC-LEO ANNUAL CONFERENCE

CONFERENCE REGISTRATION
Deadline: March 22, 2024

HOTEL RESERVATIONS
Deadline: March 13, 2024 (space is limited)
(Paid registration is required to receive housing information, so sign up early! Our block will fill up!)

BE PART OF THE FBC-LEO ANNUAL CONFERENCE!
The Florida Black Caucus of Local Elected Officials (FBC-LEO) is a nonpartisan network of local elected officials advocating positions and programs that benefit municipal government. FBC-LEO provides a forum to implement ideas to better communities and promote harmony and cooperation among its members and stakeholders. This diverse, minority-driven organization encourages educational and issue-sharing opportunities among its more than 100 members.

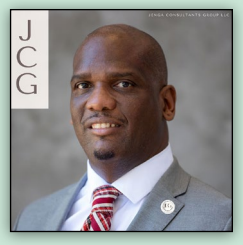
REGISTRATION AND HOUSING COSTS:
- **Registration (members and nonmembers): $225.00** ($50.00 registration fee increase after March 22, 2024). The registration fee covers admission to all conference sessions, one networking luncheon, and Thursday's President's Dinner. *No official activities are scheduled for guests or spouses.* NOTE: Registration for member or nonmember is defined as any elected government official or any government employee.
- **Registration (non-government): $275.00** ($50.00 registration fee increase after March 22, 2024). The registration fee covers admission to all conference sessions, one networking luncheon and Thursday's President's Dinner. *No official activities are scheduled for guests or spouses.*
- **Conference Housing Information:** The 2024 FBC-LEO Annual Conference will be held at the Embassy Suites by Hilton Orlando Lake Buena Vista South in Kissimmee, FL. Rooms are available at the conference rate of **$174.00++** per night, single or double. **Telephone reservations will not be accepted by the hotel at this time.** You will receive reservation information with your registration confirmation.

ONLINE REGISTRATION – CREDIT CARD ONLY
Click here to register online and pay with a credit card. FBC-LEO accepts Visa, Mastercard and American Express.

MAIL REGISTRATION – CHECKS ONLY
Complete the FBC-LEO Annual Conference Registration Form if paying by check (make check payable to FBC-LEO). Mail the registration form to the FBC-LEO Annual Conference, P.O. Box 1757, Tallahassee, FL 32303, by **March 22, 2024**.

QUESTIONS
Contact Heidi Hogarth, Meeting Planner, ***hhogarth@flcities.com*** or 850.701.3605 if you have questions about the conference.

SPEAKERS



Dr. Chad L. Jackson
President/CEO, Jenga Consultants Group, LLC



Yolanda Cash-Jackson
Shareholder Government Law Attorney, Becker & Poliakoff



Gordon Weekes
Law Office of the Public Defender, 17th Judicial Circuit Broward County, Florida

FBC-LEO

2024 FBC-LEO EVENT SCHEDULE

2024 FBC-LEO ANNUAL CONFERENCE SCHEDULE

(subject to change)

For session descriptions and speakers, visit us online: ***fbcleo.org***

THURSDAY, APRIL 4, 2024

8:30 a.m. - 5:00 p.m.	**Registration Open**
9:00 a.m. - 9:30 a.m.	**New Member/First-Time Attendee Session**
9:30 a.m. - 10:00 a.m.	**Opening Address and Welcome**
10:00 a.m. - 11:00 a.m.	**Opening Keynote Address: I came, I saw, I conquered!** Speaker: *Dr. Chad L. Jackson*, President/CEO, Jenga Consultants Group, LLC
11:00 a.m. - 12:00 p.m.	**How to Care for Yourself While Serving Others: Prioritizing Mental Health and Wellness as Municipal Leaders** Speakers: *Shwanda Barnette*, JD, Deloitte Human Capital Manager for Government and Public Service Practice; *Dr. Stem Sithembile Mahlatini*, President, Founder and CEO, Global Training Coaching & Consulting Services, Inc.
12:15 p.m. - 1:30 p.m.	**Networking Luncheon** Speaker: *Yolanda Cash-Jackson*, Shareholder Government Law Attorney, Becker & Poliakoff, P.A.
2:00 p.m. - 4:00 p.m.	**The Philosophy of True Leadership: Servant Leadership** Speaker: *Dr. Chad L. Jackson*, President/CEO, Jenga Consultants Group, LLC
4:15 p.m. - 5:00 p.m.	**Legislative Wrap-Up/LOCAL VOICES UNITED Impact** Speakers: *Jeff Branch*, Liaison, FBC-LEO and Senior Legislative Advocate, Florida League of Cities; *Scott Dudley*, Director, Field Advocacy and Federal Affairs, Florida League of Cities
7:00 p.m. - 10:00 p.m.	**President's Dinner**

FRIDAY, APRIL 5, 2024

8:00 a.m. - 12:00 p.m.	**Registration Open**
9:00 a.m. - 10:45 a.m.	**Table Talk Discussions** Facilitator: *Steven J. Vancore*, President, VancoreJones and Clearwater Polling and Research, LLC
11:00 a.m. - 12:00 p.m	**Closing Keynote Address** Speaker: Public Defender *Gordon Weekes*, Law Office of the Public Defender, 17th Judicial Circuit Broward County, Florida
12:00 p.m.	**Conference Adjourns**

FBC-LEO

2024 FBC-LEO ANNUAL CONFERENCE REGISTRATION FORM

APRIL 4-5, 2024 • EMBASSY SUITES LAKE BUENA VISTA SOUTH • KISSIMMEE, FL

Paying by credit card (Visa, Mastercard or American Express): ***Click here*** to register.

Paying by check: Return this completed form with check payment to Florida Black Caucus of Local Elected Officials, P.O. Box 1757, Tallahassee, FL 32302-1757. Complete one form per registration.

Registration deadline: March 22, 2024. After March 22, 2024, any onsite registrations are subject to a $50.00 fee increase.

Special needs: If you require special services or have dietary needs, please attach a written description to your registration form.

Cancellation policy: To receive a refund, cancellations must be submitted in writing and received by 5:00 p.m. on March 22, 2024. Please email cancellation requests to ***hhogarth@flcities.com***. Refunds will be issued after the conference, minus a $50.00 administrative fee. There will be no refunds for cancellations or "no-shows" after March 22, 2024.

Registration fees: *(additional $50.00 fee after March 22, 2024):* The registration fee covers admission to all conference sessions, one networking luncheon, and Thursday's President's Dinner. *No official activities are scheduled for guests or spouses.* NOTE: Registration for member or nonmember is defined as any elected government official or any government employee.

First Name: _____ Last Name: _____

Nickname for Badge: _____ Title: _____

Phone: _____ Email Address for Confirmation: _____

REGISTRATION TYPE	MEMBER	NONMEMBER	NON-GOVERNMENT	TOTAL
Full Registration (April 4-5, 2024)	$225.00	$225.00	$275.00	
Extra Dinner Ticket (April 4, 2024)	$75.00	$75.00	$75.00	
Provide name for dinner ticket:				
TOTAL	**$**			

Florida Black Caucus of Local Elected Officials
P.O. Box 1757 • Tallahassee, FL • 32302-1757
850.222.9684 • ***hhogarth@flcities.com***

DATE: February 12, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Amanda-Jo Nicholson, Assistant to the City Manager

SUBJECT: Authorization for Travel and Training

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:	National League of Cities – RISK Conference
Dates & Location:	May 8-11, 2024, Salt Lake City, Utah
Attendee:	Commissioner Brad Dantzler

FINANCIAL IMPACT

All expenses are reimbursed by FMIT.

RECOMMENDATION

Staff recommends the City Commission authorize travel as outlined above.

ATTACHMENT

- 2024 NLC Conference Preview

Conference Content Preview
2024 NLC-RISC Trustees Conference in Salt Lake City, Utah, May 8-10, 2024

Timely concurrent sessions on key issues for pool trustees, including:

- Financial sessions:
  A Pool Trustee Guide to Investment in 2024; Reinsurance for your Pool
- RISC Pilot Study Reports: Cyber Pilot; Benchmark Analytics; Serve|Strong
- If You See Something, Say Something—the Empowering Effects of the ABLE Program
- Peer Support for First Responders
- Predators Lying in Wait in the Domain of Public Good: Experience with Coverage, Tort Caps, and Predatory Lawyers
- Homelessness and Court Decisions that Could Affect Your Cities—a 2024 Update
- Leadership and Self-Deception by Arbinger
- Healthcare sessions: Innovation in Healthcare Pooling Showcase; Carving out a Pharmacy Benefit Program to Strengthen Your Healthcare Pool; Gene & Specialty Drugs: What Healthcare Pool Trustees Should Know in 2024

Four fantastic keynote sessions:

Satisfaction and Success in Public Service and Local Government
Matthew Church, Manning Curtis Bradshaw & Bednar PLLC
Given the modern challenges to local government, how do you stay successful and satisfied in public service? Given the shifting landscape in which mistrust of government has filtered down to the previously immune local level, it is easy to lose the joy and satisfaction in public service. This presentation, given both from the perspective of a lawyer who represents local governments in litigation and an observer of the individuals serving the local governments he represents, will discuss strategies to help keep public service enjoyable and successful. It will focus on practical steps to improve your decision-making, stay out of trouble, and be effective as a local leader or city manager and as a member of a municipal risk pool board. It will include discussion and examples about how to get along with the others on your councils, boards, and committees; how to avoid lawsuits; how to win lawsuits you can't avoid; how to keep or regain the trust and confidence of the public; and how to make tough decisions without making enemies of those who disagree with the outcomes.

How to Stop Nuclear Verdicts® From Coming to a Town Near You

Ashley Fetyko, Senior Counsel & Director of Client Relations and Education, Tyson & Mendes

Outsized jury awards: a pandemic that predates COVID-19 and has proven just as contagious as it sweeps the country, driving up costs and bankrupting defendants as it goes. The bad news is governmental entities are not insulated from the risk, but the good news is there are proven methods and strategies you can use today to stop the madness! Join former prosecutor and Tyson & Mendes Nuclear Verdicts® expert Ashley Fetyko as she dives into what is driving these unreasonable and costly verdicts, and the proven methods to stop them. Attendees will be educated, entertained, and empowered to take back justice and win.

Together We Decide
Transforming conflict into collaboration

Craig Freshley, Senior Vice President, SGR

In a world of increasing conflict - where people are apt to discount facts and carelessly criticize - keeping our cities safe and solvent can seem more challenging than ever. At the same time, we know that effective collaboration is the key to bridging divides, increasing efficiency, and achieving breakthrough solutions. Good loss control can be achieved through understanding how to show respect and listening and engage with people in constructive ways. In this interactive keynote address, we will hear compelling stories and learn practical tips to minimize conflict and maximize collaboration, even when the heat is on. We will be inspired to try techniques for navigating different types of conflict faced by city officials and council with productive results.

The Evolving Cyber Threat Landscape – How Secure Are Our Communities?

Michael Ramage, Director, Cyber Education and Research Center, Murray State University

Cybersecurity threats are changing, emerging, and growing every day. It is imperative to our communities and their residents that you are aware of the changing cybersecurity landscape and evolving hacker tactics. This presentation will overview the dangers facing your local communities and organizations while highlighting steps to protect your network, data, and, ultimately, your people.

DATE: February 20, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Brittany Hart, Public Works Department Director
Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Transfer of Roosevelt Drive from Polk County

BACKGROUND

Roosevelt Drive is in the Southeastern part of the City, running east off State Road 540 (Cypress Gardens Blvd) to Register Road. As the City has annexed the areas around this road and begun to develop, the County has requested that the City take responsibility for the road right of way by formally accepting this road right of way from the County. This 950-foot segment of roadway has been submitted for funding through the Florida Department of Transportation as a potential complete Street project. If funding is approved, the enhancements to the roadway could include roadway improvements, additions of pedestrian infrastructure, drainage improvements as well as landscape and lighting.

FINANCIAL IMPACT

There is no direct financial impact associated with this transfer, but the City will be responsible for the long-term maintenance of this road right of way. It will be included as part of the City's road right-of-way inventory, the mileage of which is used to determine the percentage distribution of the Gas Tax dollars in the County.

RECOMMENDATION

Staff recommends the City Commission approve the Agreement for Transfer of Public Roads and authorize the City Manager to execute the necessary documents to transfer the portion of Roosevelt Drive from State Road 540 to Register Road from Polk County to the City and take all other actions necessary thereto.

ATTACHMENT

- Agreement for Transfer of Public Roads, Map & County Deed

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF ROOSEVELT DRIVE FROM STATE ROAD 540 (CYPRESS GARDENS BOULEVARD) TO REGISTER ROAD, IN WINTER HAVEN, FLORIDA.

This is an Agreement by and between the City of Winter Haven, a municipal corporation of the State of Florida (CITY), and Polk County, a political subdivision of the State of Florida (POLK), their respective successors and assigns.

WITNESSETH

WHEREAS, Chapter 335, Florida Statutes, Subsection 335.0415(3) authorizes the transfer of public roads between jurisdictions by mutual agreement of the affected governmental entities; and

WHEREAS, Roosevelt Drive is a Local Commercial Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of a portion of Roosevelt Drive from State Road 540 (Cypress Gardens Boulevard) to Register Road, (ROAD) in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

WHEREAS, Chapter 337, Florida Statutes, Subsection 337.29(3) provides that upon such transfer, liability for torts shall be in the governmental entity having operation and maintenance responsibility for such roads; and

WHEREAS, a transfer of the ROAD is in the best interests of CITY and of POLK; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and conditions hereinafter contained, the parties agree as follows:

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

THE ROAD as depicted on the map attached hereto and made a part hereof as Attachment "A", and more particularly described as:

A portion of Roosevelt Drive, from State Road 540 (Cypress Gardens Boulevard) to Register Road.
Including, but not limited to those parts of the rights-of-ways for Roosevelt Drive that lie within the above-described corridor, as depicted, or described in the following document: Portion of Eloise Woods North Lake Eloise Unit as depicted on Plat Book 22, Pages 47 through 47A of the Public Records of Polk County, Florida, that lies along the above-described corridor.

All lying and being in Section 02, Township 29 South, Range 26 East, Polk County Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer via Resolution adopted by the Governing Body of the CITY. Upon the delivery and recording of a COUNTY Deed and affirmative acceptance by the CITY via Resolution adopted by the Governing Body of the CITY both parties agree that, the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Winter Haven Road System, and all jurisdiction over the road and the responsibility for operation and maintenance of the road and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

As provided in Sections 335.0415 and 337.29, Florida Statutes, upon transfer of the ROAD from POLK to CITY, liability for torts shall be in the CITY, subject to the limitations of liability set forth in Section 768.28, Florida Statutes, and any other applicable sovereign immunity defense and /or defenses available under application Florida law.

Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the City's or County's sovereign immunity or an increase in the limits of liability contained in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

SECTION 5: Costs of transfer of public roads

COUNTY will record the Agreement and County Deed. Any and all costs associated with this transfer of public roads shall be borne by CITY.

SECTION 6: Amendments

No modification, amendment, or alterations of the terms or conditions contained herein shall be effective unless contained in the written document executed by the parties hereto with the same formality, and of equal dignity herewith.

SECTION 7: Severability

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not effect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

SECTION 8: Term

This Agreement is effective upon approval of the parties respective Governing Bodies and execution by both parties set out below.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Polk County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2024, and by City of Winter Haven, through its City Commissioners, signing by and through its Mayor, authorized to execute the same by CITY Commission action on the _____ day of _____, 2024.

ATTEST:
Vanessa Castillo, Clerk_____

By: _____
City Clerk

CITY OF WINTER HAVEN

By: _____
Nathaniel J. Birdsong, Jr., Mayor

This ____ day of _____, 2024

Reviewed as to form and legality

_____
Frederick J. Murphy, Jr., City Attorney Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTEST:
Stacy M. Butterfield, Clerk

By: _____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

_____
W.C. Braswell, Chairman

This ____ day of _____, 2024

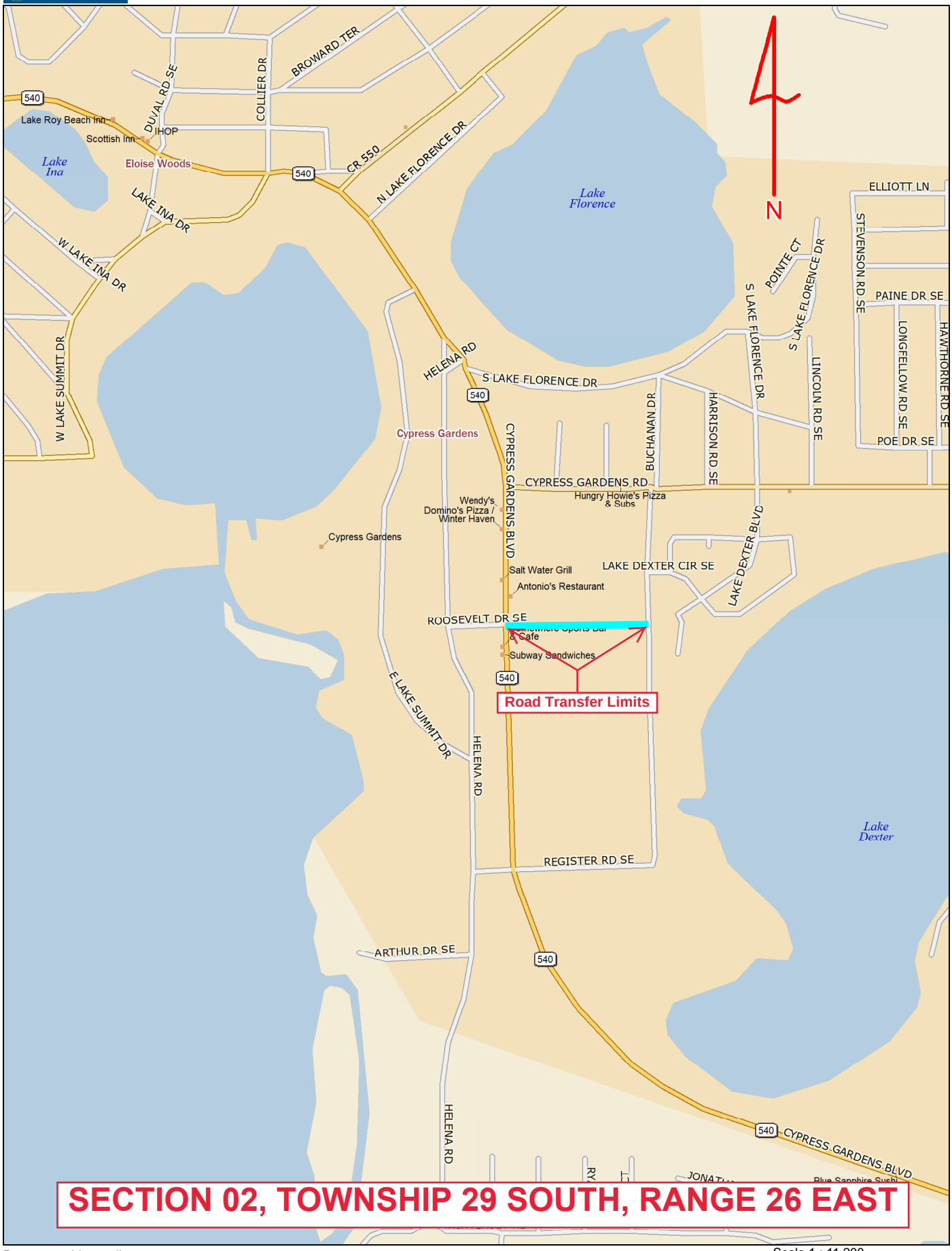
Reviewed as to form and legality

_____
County Attorney's Office

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ATTACHMENT "A"

DeLorme Street Atlas USA® 2010



SECTION 02, TOWNSHIP 29 SOUTH, RANGE 26 EAST

Data use subject to license.
© DeLorme. DeLorme Street Atlas USA® 2010.
www.delorme.com

TN
MN (6.2°W)

Scale 1 : 11,200

1" = 933.3 ft Data Zoom 14-2

This instrument prepared under
The direction of:
R. Wade Allen, Manager
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Heather Fuentes
Road Transfer: Portion of Roosevelt Drive

COUNTY DEED

THIS DEED, made this _____ day of _____, 2024 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, whose address is, P.O. Box 2277, Winter Haven, FL 33883-2277, Grantee

WITNESSETH: That the Grantor, for and in consideration of the sum of $1.00, to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns forever, all the right, title, interest, including interests, if any, in rights which may have been reserved by operation of Section 270.11 Florida Statutes, claim, and demand, which the Grantor has in and to the following described land lying and being in Polk County, Florida, to wit:

A portion of Roosevelt Drive, from State Road 540 (Cypress Gardens Boulevard) to Register Road.
Including, but not limited to those parts of the rights-of-ways for Roosevelt Drive that lie within the above-described corridor, as depicted, or described in the following document:
Portion of Eloise Woods North Lake Eloise Unit as depicted on Plat Book 22, Pages 47 through 47A of the Public Records of Polk County, Florida, that lies along the above-described corridor.
All lying and being in Section 02, Township 29 South, Range 26 East, Polk County Florida.

The purpose of this County Deed is to convey the Grantor's interest in the right-of-way pursuant to Florida Statutes 335.0415 and 337.29 for that portion of the public road.

IN WITNESS WHEREOF, said grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:

Polk County, Florida

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

(Seal)

DATE: February 20, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Brittany Hart, Public Works Department Director
Dustin Everitt, Natural Resources Manager
Andy Palmer, Parks Planning and Strategic Initiatives Manager

SUBJECT: South Lake Howard Nature Park Expansion Design/Build Contract with Whitehead Construction

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BACKGROUND:

On July 25, 2023, the City issued Request for Qualifications (RFQ) 23-41 seeking submittals from qualified firms interested in providing design and construction services for the City's desired stormwater and recreational expansion of SLHNP. On July 13, 2023 the City received two responses to this RFQ.

On August 28, 2023 the City's Selection Committee met and reviewed the submittals and ranked both firms after evaluating their respective statements of qualifications and performance data on file. On October 5th, 2023, the Selection Committee reviewed the two firms, and ranked Whitehead Construction, Inc. ("Whitehead"), as the number one qualified firm to provide Design-Build services for the project.

On October 23, 2023, the City Commission approved the award and authorized the City Manager to engage in contract negotiations to secure the services of the top ranked firm. Staff have worked with Whitehead and the City Attorney to create the attached master Design-Build Contract for the South Lake Howard Nature Park Expansion Project.

The project will feature both environmental and recreational components. Stormwater treatment ponds will be created and surrounded by amenities such as nature trails, disc golf course, playground, fishing pier, picnic area and outdoor classroom.

CONTRACT TERMS:

- The contract has two phases, the "Design Phase" and the "Construction Phase".

- During the Design Phase, all required geotechnical, survey, architectural, site engineering, and permitting services will be performed.
- Under the Construction Phase, which will be authorized at a later date, all required building and site construction, as well as CEI services will be performed.
- While designing South Lake Howard Nature Park Expansion, Whitehead and its professional team will perform all tasks necessary to design and permit the new elements being designed, which will include stormwater infrastructure and recreational elements.
- Whitehead will provide a design to the City for the complete project as more specifically set forth in the Contract for a total not-to-exceed Design Price of $281,037.00.
- If the City and Whitehead are unable to agree to the amount of the GMP, either the City or Whitehead may, upon notice to the other, terminate this Contract in which case Whitehead shall complete all pending Design Work as directed by the City and be paid for all Design Work that is completed, and the City shall be released from any further liability to Whitehead under the Contract.
- Whitehead shall obtain and pay for all required permits for the construction of the Project from all government agencies with jurisdiction over the project
- The City may for any reason whatsoever terminate performance of the Design Services, the Construction Work, the contract, or any part of any of them, for City's convenience. The City is required to give written notice of such termination to Whitehead specifying when termination becomes effective and the scope thereof.

FINANCIAL IMPACT:

The total Design cost is not to exceed $281,037.00. Funding for the Design Work related to the South Lake Howard Nature Park Expansion Project is budgeted within the FY 2023/2024 and cost will be appropriately split between the Stormwater and Parks and Recreation Budgets.

Costs associated with the construction phase are currently unknown and dependent on project design.

There is currently $1,350,000 ($650,000 in grants, $650,000 in grant match and $50,000 in other funds) set aside to fund the construction phase.

RECOMMENDATION:

Staff recommends the City Commission approve the Design-Build Contract between the City of Winter Haven and Everett Whitehead & Son, Inc. (Winter Haven) for RFQ-23-41, for the expansion of South Lake

Howard Nature Park, and authorize the City Manager or their designee to sign the Design-Build Contract and take any other actions related thereto.

ATTACHMENTS:

- Design-Build Contract between the City of Winter Haven and Everett Whitehead & Son, Inc.
- Exhibit A – RFQ-23-41
- Exhibit B – Design-Builder's Response to RFQ-23-41
- Exhibit C - Everett Whitehead & Son, Inc. Design Phase Proposal dated January 19, 2024

Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc. dba Whitehead Construction, a Florida corporation

This "**Design-Build Contract"** (hereafter "Contract" or "Agreement") between the **City of Winter Haven**, a Florida municipal corporation (hereafter "City" or "Owner") and **Everett Whitehead & Son, Inc. dba Whitehead Construction,** a Florida corporation (hereafter "Whitehead" or "Design-Builder") is made and entered into this 26th day of February, 2024.

W I T N E S S E T H:

WHEREAS, on July 25th, 2023, the City issued a "request for qualifications" (RFQ-23-41) seeking applications from qualified Design-Build firms interested in providing design and construction services for the City's "South Lake Howard Nature Park Expansion Project" (hereafter "SLHNP Expansion") to be constructed on designated properties owned by the City; and

WHEREAS, on August 28th, 2023, the City received two (2) responses to RFQ-23-41 which were opened by the City's Purchasing Director; and

WHEREAS, on October 5th, 2023 the City's "Professional Services Committee" met and, in accordance with the Consultants' Competitive Negotiation Act, §287.055, Florida Statutes (2009) ("CCNA"), reviewed all of the responding firms' submittals, and then ranked all two (2) firms in order of preference after evaluating all two (2) firms' statements of qualifications and performance data on file; and

WHEREAS, on October 23, 2023, the City Commission awarded RFQ 23-41 to Whitehead Construction, Inc. as the number one (1) firm (of the two (2) interviewed) as the preferred qualified firm to provide the City with Design Build services for the SLHNP Expansion; and

WHEREAS, this Agreement is the embodiment of the City and Design-Builder's negotiations pursuant to the CCNA; and

WHEREAS, Design-Builder agrees to design, and construct SLHNP Expansion for the City in exchange for a set sum to be known and defined herein as the "Design Price" plus a separate set sum to be known as the "Guaranteed Maximum Price";

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Whitehead Construction Inc.as follows:

ARTICLE 1
GENERAL PROVISIONS

§1.1 – Incorporation of Recitals. The foregoing recitals are incorporated herein by the parties as true and correct statements forming the factual basis for entry into this Agreement between Owner and Design-Builder.

§1.2 – General Definitions & Interpretation of Contract Documents. Words utilized in the Contract Documents shall have their everyday meaning, provided however, that where one of the following listed terms is utilized in the Contract Documents, such term shall have its corresponding meaning:

"*Applicable Laws*" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all national, administrative, state, local, municipal, and other governing bodies relating to SLHNP Expansion or to the performance of the Services or the Work.

"*Change Order*" means a written order to Design-Builder executed by the Owner and the Design-Builder in accordance with the contract authorizing and directing an addition to, deletion from, or adjustment or revision to the requirements of the Contract Documents, or an adjustment to the compensation payable to Design-Builder, or to the time for performance of the contract and completion of SLHNP Expansion, or any combination thereof.

"*Completion of Design Phase Requirements*" means the completion of all Work required by, and in compliance with, the Contract Documents for the Design Phase of SLHNP Expansion including final drafts of plans, specifications, technical specifications, drawings, and any other Design document necessary to obtain approval from governmental authorities to proceed with construction of SLHNP Expansion.

"*Construction Phase*" means the phase of SLHNP Expansion commencing upon completion of the Design Phase and ending upon Owner's Representative's execution of the Certificate of Final Completion of SLHNP Expansion.

"*Construction Phase Services*" means Services rendered during the Construction Phase of SLHNP Expansion.

"Construction Work" means the labor and materials furnished by the Design-Builder or Subcontractors for the Construction Phase of this SLHNP Expansion as more specifically set forth in Article 5 of this Agreement.

"Contract Times" means the inclusive set of date deadlines for reaching identified construction targets such as Substantial Completion and Final Completion.

"*Day(s)*" means calendar day unless specifically stated otherwise.

"*Design-Builder*" means Whitehead Construction Inc., a Florida corporation.

"*Design Phase*" means the phase of the SLHNP Expansion commencing upon execution of this Agreement and issuance of a "Notice to Proceed with Design Work" by the Owner and ending upon issuance of a "Notice to Proceed with Construction Work" by the Owner.

"*Design Phase Services*" means Services rendered during the Design Phase of SLHNP Expansion.

"Design Work" or "Design Phase Work" means the labor, materials, services, furnished by the Design-Builder or Subcontractors for the Design Phase of the SLHNP Expansion.

"*Design Price*" means the Design-Builder's guaranteed not-to-exceed price to design the SLHNP Expansion and perform Design-Phase Services.

"*Documents Binder*" means the official binder kept by the City containing all of the Contract Documents, the required forms to be filled out by or utilized by the Design-Builder in accordance with the Contract Documents, and the official copy of the City-approved plans specifications and other design documents for SLHNP Expansion..

"*Final Completion*" means the completion of all Work required by, and in compliance with, the Contract Documents, including start-up, testing, obtaining regulatory approvals from all applicable authorities, completion of all punch lists, and all preparations necessary to operate and maintain SLHNP Expansion.

"*Other Contractors*" means any contractor, but not including Design-Builder or the Subcontractors, with whom Owner enters into a direct contract for the performance of any portion of the Work.

"*Owner*" means the City of Winter Haven, a Florida municipal corporation.

"*Owner's Representative*" means the individual named in writing by Owner to act on Owner's behalf in the administration of this contract. Owner's Representative does not have authority to waive or modify any condition or term of the Contract Documents.

"*Preliminary Design*" means all design documents constituting the Preliminary Design as required and defined in Owner's contract with design professionals.

"Progress Payment(s)" means the periodic payments to be made to Design Builder under this Contract for Design Work and Construction Work, as applicable.

"SLHNP Expansion" means the work as defined herein and as modified by the Contract Documents, to include any City-approved specifications created by Design-Builder for use in the construction of the contracted-for improvements.

"*Services*" means those services, functions, roles, responsibilities, obligations and duties required of Design-Builder pursuant to the terms of the Contract Documents.

"*Site"* means the physical location of SLHNP Expansion, the Superintendent's office, and materials storage areas.

"*Subcontracts*" means the contracts between Design-Builder and any Subcontractor.

"*Subcontract Costs*" means those sums properly paid or due and payable by Design-Builder under the terms of the Subcontracts.

"*Subcontractors*" means all persons, firms or corporations furnishing labor or materials in privity with or under the supervision of the Design-Builder.

"*Substantial Completion*" means that stage of completion of SLHNP Expansion, including testing, approval by any applicable regulatory authority, and receipt of the final certificate of occupancy, such that the Work and SLHNP Expansion are usable by Owner for the purpose for which they are intended.

"*Substantial Completion of A/E Work*" means that stage of completion of SLHNP Expansion where architectural and engineering work is sufficiently complete such that the Design Work is usable by Owner for the purpose for which it was intended.

"*Superintendent*" means the executive representative of the Design-Builder who shall be present on the site at all times during progress of the work and shall be authorized to receive and fulfill instructions from the Owner, and capable of properly supervising the work. However, all Change Orders reflecting a change in Guaranteed Maximum Price and/or time shall only be approved by Design-Builder's SLHNP Expansion Manager, it being understood that the Superintendent shall not have authority to approve changes.

"*Surety*" means the person, firm, or corporation bound by the contract with and for the Design-Builder and responsible for the Design-Builder's acceptable performance of the work and for payment of all debts pertaining thereto.

"*Value Engineering*" means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest Life Cycle Cost consistent with required and necessary performance, reliability, quality and safety. "*Life Cycle Cost*" means the sum of all costs of the SLHNP Expansion over its useful life, and includes the cost of design, construction, acquisition, operation, maintenance, and salvage/resale value.

§1.3 – Contract Documents. The "Contract Documents," such documents together as a whole comprising the entire agreement of the parties (collectively referred to as the "Contract"), shall be the following:

(a) RFQ-23-41, and all attachments attached hereto as Exhibit "A" and incorporated by reference;

(b) This Contract;

(c) The Design-Builder's Design Phase Proposal and RFQ-23-41 Qualifications Proposal to the Owner, attached hereto as Exhibit "B" and incorporated herein by reference;

(d) Required Certificates of Insurance and Endorsements pursuant to the terms of this Agreement;

(e) Required Performance and Payment Bonds;

(f) Addenda, Modifications, Change Orders and Field Orders as issued to the Design-Builder by the Owner and agreed to by Design-Builder;

(g) Plans, specifications, and other design documents prepared by Design-Builder to perform and complete the Construction Work for an amount not exceeding the Guaranteed Maximum Price as provided in Section 5.1 and approved by the City;

(h) All affidavits and forms included in SLHNP Expansion' Documents Binder;

(i) Further amendments to the Contract as prepared in writing, signed by both the City and the Design-Builder; and

(j) The "Guaranteed Maximum Price" as set forth in Article 5 of this Contract.

The Contract Documents are complimentary as to the design and construction of SLHNP Expansion; what is called for by one is called for by all. If during the performance of the Work, Design-Builder or any member of Design-Builder or any subcontractor finds a conflict, error or discrepancy in the Contract Documents, Design-Builder shall report the discrepancy to the City in writing at once before proceeding with the Work affected thereby. The City, upon receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Design-Builder. Until such instructions are given, any work done by the Design-Builder after the discovery of such conflict, error, or discrepancy, which is directly or indirectly affected by such conflict, error or discrepancy, will be at its own risk and it shall bear all costs arising therefrom. In resolving conflicts, errors or discrepancies, the City's instructions to the Design-Builder shall be the final interpretation of the requirements of the Contract Documents.

§1.4 – Successors and Assigns. Design-Builder shall not assign its rights under the Contract Documents, excepting its right to payment, nor shall it delegate any of its duties under the Contract Documents without Owner's written consent. Owner shall have the right to assign its rights under this contract, but any such assignment shall not relieve Owner of its obligations hereunder. Subject to the provisions of the immediately preceding sentence, Owner and Design-Builder, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this contract and to the successors, assigns and legal representatives of such other party with respect to all terms and conditions of this contract.

§1.5 – Governing Law; Venue; Attorneys' Fees. This Contract shall be governed by the laws of the State of Florida. Venue for any litigation arising hereunder shall be exclusively in the state courts in and for Polk County, Florida. The prevailing party in any litigation arising hereunder shall be entitled to recover its reasonable attorneys' fees, costs and expenses of suit, trial and appellate.

§1.6 – Limitation on Municipal Indemnity. To the extent that any of the Contract Documents call for Owner to indemnify Design-Builder, or any party, or to the extent that any transaction made in the course of construction of SLHNP Expansion requires the Owner to indemnify any third-party, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

"provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Owner under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of the Agreement between Owner and Design-Builder dated February 26, 2024.

The addition of this language pursuant to this Agreement shall not be construed to create Owner indemnifications where none are expressly made in the terms and conditions of the Contract Documents, nor shall it create indemnifications where none are expressly made in the terms and conditions of any transaction made in the course of construction of SLHNP Expansion, whether implied or otherwise. Provided however that such language is not intended to exclude and does not exclude any liability in contract that the Owner may have to Design-Builder under this Agreement.

§1.7 – Severability. Should a court or other competent authority render invalid any provision of this Agreement, the parties agree that this shall not in any manner affect the enforceability of the other provisions herein.

§1.8 – Neutral Interpretation. Any controversy over the construction of this Contract shall be decided neutrally and without regard to events of authorship or negotiation.

§1.9 – Section Headings. Any section or paragraph headings appearing in this Contract have been inserted for the sole purpose of convenience and ready reference of the parties. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections and paragraphs to which they may pertain.

§1.10 – Compliance with Applicable Laws Including But Not Limited To Public Records Laws.

(a) The Design-Builder agrees to comply with all federal, state, and local laws or ordinances applicable to all of the provisions of the Contract (including, but not limited to, building codes, fire and safety regulations, and environmental regulations) and specifically acknowledges the applicability of the Public Records provisions of Florida law found in Chapter

119, Florida Statutes and as more specifically set forth in this Paragraph below. The Design-Builder represents and warrants unto the Owner that no elected official, officer, employee, or agent of the Owner has any interest, either directly or indirectly, in the business of the Design-Builder to be conducted hereunder. The Design-Builder further represents and warrants to the Owner that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder, to solicit or secure this Contract, and that it has not paid, or agreed to pay, or given or offered any fee, commission, percentage, gift, loan, or anything of value to any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Design-Builder, in consideration for or contingent upon, or resulting from the award or making of this Contract. Further, the Design-Builder also acknowledges that it has not agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this Contract. It is absolutely understood and agreed by the Design-Builder that, for the breach or violation of this Paragraph, the Owner shall have the right to terminate this Contract without liability and at its sole discretion, and to deduct from any amounts owed, or to otherwise recover, the full amount of any value paid by the Design-Builder. The Design-Builder shall also require, by contract, that all subcontractors shall comply with the provisions of this Paragraph.

(b) Public Records. Design-Builder agrees to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Design-Builder does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Design-Builder or keep and maintain public records required by the public agency to perform the service. If the Design-Builder transfers all public records to the public agency upon completion of the contract, the Design-Builder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Design-Builder keeps and maintains public records upon completion of the contract, the Design-Builder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT WINTER HAVEN-863-291-5600, records@mywinterhaven.com**, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.**

If the Design-Builder does not comply with a public records request, Owner shall enforce the contract provisions which may include immediate termination of contract.

§1.11 – Notices. Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified mail with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

To Owner:	City of Winter Haven Attention: Dustin Everitt Natural Resources Manager 500 Third Street, NE Winter Haven, FL 33881
With a copy to: *(which shall not constitute notice)*	Frederick J. Murphy, Jr., Esquire City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, FL 33830
To Design-Builder:	E. Ryan Whitehead President Whitehead Construction Inc. 601 6th Street, S.W. Winter Haven, FL 33880
With a copy to: *(which shall not constitute notice)*	M. David Alexander, Esquire Alexander Donalson, PLLC 250 3rd Street, N.W. Winter Haven, FL 33881

§1.12 – No Third Party Beneficiaries. Nothing contained in this Contract shall create a contractual relationship with, or any rights in favor of, any third party, including any

Subcontractor.

§1.13 – Exhibits. All exhibits annexed hereto are incorporated by reference and made a part of the Contract and the Contract Documents.

§1.14 – Use of Term "Including". The terms "including", "includes", and their derivatives are not intended as terms of limitation, and shall be deemed in each instance to be followed by the phrase "without limitation."

§1.15 – Waiver. No waiver by Owner of any one or more defaults by Design-Builder in the performance of the provisions of this Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature. No waiver by Design-Builder of any one or more defaults by Owner in the performance of the provisions of this Contract shall be construed as a waiver of any other defaults, whether of a like kind or different nature.

§1.16 – Mediation of Disputes. In the event a dispute arises between the parties to the Contract as to any of the provisions of the Contract Documents, the performance due under the Contract Documents, or the Contract as a whole, the parties agree that upon the written request of either party, they will attempt to resolve the dispute through non-binding mediation. Each party agrees to participate in the mediation as soon as possible after a request is made and to participate in good faith. The parties further agree that the mediation will be conducted by a Mediator certified by the Supreme Court of Florida and shall be held in Polk County, Florida. The mediator will be chosen by the Owner and Design-Builder and the parties participating in the mediation will share the Mediator's fee equally.

§1.17 – Merger. The Contract between the Owner and Design-Builder, evidenced by the Contract Documents as a complete set (to include this Agreement), represents the entire agreement between Owner and Design-Builder and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to properly issued Change Orders, the Contract may be amended only by written instrument signed by both Owner and Design-Builder and approved by the Owner's governing body.

§1.18 – Document Ownership; Reuse by Owner/City. Neither Design-Builder, nor any subcontractor, manufacturer, fabricator, supplier, distributor, or other person or organization (other than the Owner) shall have or acquire any title to or ownership rights in any of the drawings, specifications, plans, other design documents or other documents (or copies of any thereof) prepared by or bearing the seal of the Design-Builder to design SLHNP Expansion; and they shall not be reused on extensions of SLHNP Expansion or any other project, nor shall they be generally published without the written consent of the Owner. All drawings, specifications and other documents prepared in conjunction with the Work. SLHNP Expansion shall be considered a "work made for hire" and as such, the sole property of the Owner and the Owner may reuse them at no additional expense, provided however that the Design-Builder shall not be liable for the City's reuse of any such documents on a project other than that for which such documents were prepared.

§1.19 – Independent Contractor. Design-Builder shall perform all work under the

Contract as an Independent Contractor and shall not be considered an agent of the City, nor shall any of Design-Builder's subcontractors or suppliers or employees be considered agents of the City. Design-Builder and not City shall be solely responsible to any and all subcontractors and suppliers and those employed by them for their costs, expenses, fees and profits, if any, in performing any of the work required by this Contract.

§1.20 – Owner's Reserved Right to Dispute Invoice, Work to Proceed. Owner may, within ten days of its receipt of an invoice, reasonably and in good faith dispute the amount of the invoice, and withhold payment on such disputed amount. Should Owner exercise this right, work and/or services shall proceed in the normal course without regard to payment or non-payment of the disputed portions of the invoice, *provided however*, that Owner shall remit the non-disputed portions of the invoice to Design-Builder.

§1.21 – Limitations on Owner's Responsibilities. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used or the adjectives "reasonable", "suitable", "acceptable", "proper", "satisfactory" or adjectives of like effect or import are used to describe requirement, direction, review or judgment of Owner as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility for Design-Builder's means, methods, techniques, sequences, procedures of construction, or for Design-Builder's acts or omissions, including the acts or omissions of any of Design Builder's subcontractors or suppliers.

ARTICLE 2
THE WORK

§2.1 – The Work; Phased Contract. The "Work" shall be that work required of Design-Builder to design, construct and deliver the SLHNP Expansion. Owner and Design-Builder agree to "phase" this Contract into two separate portions of the Work:

> The "*Design Phase*" wherein the Design-Builder will perform services to deliver to the Owner its design for the SLHNP Expansion and all related materials, including, but not limited to, design documents, concept drawings, plans, materials documents and specifications; and
>
> The "*Construction Phase*" wherein the Design-Builder will perform construction services to physically construct and deliver the SLHNP Expansion.

All Work for both the Design Phase and the Construction Phase shall be delivered as more particularly set forth in this Agreement and for a Guaranteed Maximum Price, in an amount as more specifically set forth in Paragraph 3.6 and Article 5 of this Agreement, plus any change orders issued in accordance with the terms of this Agreement and less any Owner credits as described herein.

§2.2 – Design Phase. Subject to, and in accordance with the terms and provisions of the Contract Documents, during the Design Phase of the SLHNP Expansion the Design-Builder agrees to:

(a) Design SLHNP Expansion, including drafting all plans, renderings, specifications, technical specifications ("01" documents) and other design documents necessary for the timely construction of SLHNP Expansion in accordance with the Contract Documents;

(b) Develop a timetable for construction of SLHNP Expansion, in consultation with the Owner;

(c) Perform Architectural and Engineering phase services for the Owner;

(d) Deliver six (6) paper sets and one (1) electronic set (in a general computer-readable format on compact disc) of completed Owner approved design documents, to include plans, specifications, and other design documents necessary for the issuance of appropriate building permits;

(e) Develop, in conjunction with the Owner, a "Guaranteed Maximum Price" for construction and completion of SLHNP Expansion which shall be the amount to which both the Owner and Design-Builder agree is necessary to construct and deliver SLHNP Expansion to the Owner (such SLHNP Expansion being satisfactory in nature to the Owner and all governmental authorities having jurisdiction thereof), and as more specifically set forth in Paragraph 5.1 of this Agreement, exclusive of the Design Price in Paragraph 3.6 of this Agreement;

(all of which are the "Design Phase Requirements").

§2.3 – Construction Phase. Subject to, and in accordance with the terms and provisions of the Contract Documents, during the Construction Phase of SLHNP Expansion, for a Guaranteed Maximum Price, exclusive of the Design Price, the Design-Builder agrees to:

(a) Timely construct SLHNP Expansion for not more than the Guaranteed Maximum Price in accordance with the Contract Documents, the plans, specifications and technical specifications;

(b) Promptly begin constructing SLHNP Expansion after issuance of the "Notice to Proceed with Construction" by the Owner;

(c) Adhere to a developed and approved Construction Timetable for SLHNP Expansion;

(d) Pay for all labor, supervision, materials, supplies, furnishings, equipment and things required by the Contract Documents in the construction of SLHNP

Expansion;

(e) Obtain and pay for all required permits for the construction of SLHNP Expansion from all government agencies with jurisdiction over SLHNP Expansion, including, but not limited to, the Florida Department of Transportation, the Southwest Florida Water Management District, Polk County Health Department, and the Florida Department of Environmental Protection;

(f) Perform Services at a level consistent with the standards and quality prevailing among construction management, design-build and general contracting firms of superior knowledge, skill and experience engaged in projects of similar size and complexity;

(g) Carry out and complete Services in an efficient, economical and timely manner, as expeditiously as is consistent with the level of skill and care required hereby and the interests of Owner, and in accordance with the Contract Documents;

(h) Achieve Substantial Completion of SLHNP Expansion on or before the date set for Substantial Completion in the Guaranteed Maximum Price provisions of this Agreement;

(i) Achieve Final Completion of SLHNP Expansion on or before the date set for Final Completion in the Guaranteed Maximum Price provisions of this Agreement; and

(j) Deliver to the Owner two complete sets of as-built drawings of SLHNP Expansion upon final acceptance of SLHNP Expansion by the Owner.

(all of which are the "Construction Phase Requirements").

§2.4 – Contiguous Work. Design-Builder shall review and take into consideration all known contiguous work to be performed by other parties arising from any causes whatsoever. The Owner shall not consider any delays in the Work caused by said known contiguous work.

§2.5 – Duty to Correct. Design-Builder shall promptly correct any errors, omissions, deficiencies, or conflicts in its Services and the Work at its own cost and without additional compensation or reimbursement, and Design-Builder shall not be compensated or reimbursed for performing any Services necessitated by its failure to perform in accordance with the Contract Documents.

§2.6 – Design-Builder to Provide / Procure Necessary Items. Design-Builder agrees to provide all the professional design services, labor, material, supplies, equipment, transportation, apparatus, light, utilities, scaffolding, and tools necessary for the proper construction and completion of the SLHNP Expansion.

§2.7 – Assurances and Representations.

(a) The Design-Builder hereby represents and warrants to the Owner that it is skilled and experienced in the construction of projects of the type depicted in the Contract Documents and that the Design-Builder, by careful examination has satisfied itself as to the general area in which the improvements comprising SLHNP Expansion are to be located, including, but not by way of limitation, climate conditions, soil conditions, available labor supply and cost, all local governmental requirements and available equipment supply and cost as well as other items which in the Design-Builder's judgment could in any manner affect the timely performance of the Work.

(b) Design-Builder recognizes the relationship of trust and confidence established between it and the Owner by the Contract Documents. It covenants with the Owner to furnish its best skill and judgment, to cooperate with the Owner to incorporate in the Work only materials which shall be new and of the best kind of grades to be specified to insure that all workmanship shall be to the best of the recognized standards known to the various trades, to furnish efficient business administration and supervision, to keep at all times an adequate supply of workers and materials at the site and to prosecute the completion of the Work in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the Owner.

(c) It shall be Design-Builder's sole responsibility to evaluate any and all topographical surveys, soil tests, drainage plans and any other engineering reports, plans or tests required to ensure that sufficient information is available for the completion of the Work. Any additional work, regardless of the nature and scope, required as a result of said surveys, tests, reports or plans in order to complete the Work shall be performed at Design-Builder's expense.

(d) Before ordering any material or doing any work, the Design-Builder shall verify all measurements at the existing site and insure the correctness of the same. No additional compensation shall be allowed or paid on account of any difference between actual dimensions and measurements indicated in the Contract Documents, plans, specifications and other design documents. Any differences found shall be submitted to the Owner for instructions before proceeding with the Work.

ARTICLE 3
DESIGN PHASE PARTICULARS

§3.1 – Design to be Complimentary. Design-Builder shall ensure that any plans, specifications, or other design documents created by it or any subcontractor, shall be complimentary to the Contract Documents. If during the performance of the Work, Design-Builder or any member of Design-Builder or any subcontractor finds a conflict, error or discrepancy between the plans, specifications, or other design documents, and the Contract Documents, Design-Builder shall report the discrepancy to the City in writing at once before proceeding with the Work affected thereby. The City, upon receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Design-Builder. Until such instructions are given, any work done by the Design-Builder after the discovery of such conflict, error, or discrepancy, which is directly or indirectly affected by such conflict, error or

discrepancy, will be at its own risk and it shall bear all costs arising therefrom. In resolving conflicts, errors or discrepancies, the City's instructions to the Design-Builder shall be the final interpretation of the requirements of the Contract Documents.

§3.2 – Documents to be Approved by City. Design-Builder shall timely submit to the City, for review and approval, schematic design documents including, but not limited to, site plans, floor plans, elevations, sections and outline specifications which are based on and comply with the Contract Documents and Design Criteria Package, which is a part of RFQ 23-41. Design-Builder shall timely submit to the City, for review and approval, design development documents including, but not limited to, site plans, floor plans, elevations, enlarged floor plans, miscellaneous details and updated outline specifications which are based on and comply with the Contract Documents, Design Criteria Package and the City-approved schematic design documents. Design-Builder shall timely submit to City, for review and approval, final plans and specifications which shall be based on and in compliance with the Contract Documents, Design Criteria Package, and the City-approved design development documents including but not limited to the Design-Builder's Proposal dated January 19, 2024 and attached hereto as Exhibit "C" and incorporated herein by reference.

§3.3 – Design-Builder to Remain Liable for Design. Design-Builder shall remain fully liable to City for the adequacy of the plans and specifications and other documents, the ultimate and acceptable design and construction of the SLHNP Expansion, and for any errors and omissions that may exist thereon, whether the work is done in house by Design-Builder, by joint venture, or by retention of a design professional by the Design-Builder.

§3.5 – Commencement of Design Phase Work; Substantial Completion of A/E Work and Completion of Design-Phase Requirements Dates; Liquidated Damages.

(a) *Commencement of Design Phase work*. Work shall commence on the Design Phase Requirements within three (3) calendar days of the ***date of issuance*** of a "Notice to Proceed With Design Work" by Owner.

(b) *Substantial Completion of A/E work*. Substantial Completion of the Architectural and Engineering work identified in the Design Phase Requirements shall be achieved not later than one hundred and twenty (120) consecutive calendar days from the ***date of issuance*** of the "Notice to Proceed With Design Work" by Owner.

(c) *Completion of Design Phase Requirements*. Completion of the Design Phase Requirements shall be achieved not later than fifteen (15) consecutive calendar days from the ***date of Substantial Completion of A/E Work***.

(d) *Time of the Essence*. Time is of the essence of this Contract.

(e) *Extensions of Substantial Completion of A/E Work and Completion of Design—Phase Requirements Dates*. Extensions of time for Design-Builder to achieve Substantial Completion of A/E Work and Completion of Design Phase Requirements shall be equitably awarded by Owner-issued Change Order if an unexpected delay in achieving Substantial

Completion and Completion is attributable to a party other than the Design-Builder.

(f) *Liquidated Damages*. Owner and Design-Builder, recognizing that time is of the essence of this Contract, agree that Owner will suffer financial loss if the Design Phase Requirements are not completed within the periods specified in this Article, plus any extensions thereof. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by Owner if the Design Phase Requirements are not completed timely. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay Owner the sum of Two Hundred Fifty Dollars and no cents ($250.00) for each day that expires after the time specified for Substantial Completion of A/E Work has expired. Further, Design-Builder shall pay Owner the sum of Two Hundred Fifty Dollars and no cents ($250.00) for each day that expires after the time specified for Completion of Design Phase Requirements has expired. Owner may retain liquidated damages owed to Owner by Design-Builder under this provision from Design-Builder's compensation.

§3.6 – Design Price; Progress Payments.

(a) *Design Price;* The Owner shall pay the Design-Builder in current funds for the Design Work the total not to exceed sum of two hundred and eighty-one thousand and thirty-seven dollars ($281,037) (the "Design Price") for the performance of the Design Phase Requirements. Monthly Progress Payment installments of the lump-sum Design Price, if applicable, shall be based on the percent completion of the overall Design Phase Requirements in accordance with the approved Design Phase Schedule of Values created pursuant to subsection (b) of this section.

(b) *Design Phase Schedule of Values*. In order to determine the percent completion of the overall Design Phase Requirements, the Design-Builder, within seven (7) days of entry into this Agreement, shall submit to the Owner for approval a proposed CSI-Formatted Design Phase Schedule of Values detailing the expected completion dates for the Design Phase Requirements. Once approved by Owner, the Design Phase Schedule of Values shall be incorporated in and made part of this Agreement and such Schedule shall control the timing of and amount of the Progress Payment to be made to the Design-Builder. Owner shall have no liability for any expenses of Design-Builder beyond payment of the Progress Payment amount noted in the Design Phase Schedule of Values. Design-Builder shall not be entitled to receive additional compensation from Owner beyond that amount noted in the Design Phase Schedule of Values.

§3.7 – Construction Timetable. Design-Builder shall, after Completion of the Design Phase, but prior to the initiation of the Construction Phase, develop and submit a proposed Construction Timetable to the Owner detailing the expected completion dates for the Construction Phase Requirements. The Construction Timetable shall be sufficiently detailed and shall describe proposed partial completion points and due dates for filing Documents Binder paperwork with the Owner. Further, the Construction Timetable shall specify the dates for Substantial Completion and Final Completion as identified in accordance with the Construction Documents and Article 4 herein. After development of the Construction Timetable, and

subsequent approval thereof by the Owner, the Construction Timetable shall control the progress of construction of SLHNP Expansion. NOTE: THE OWNER WILL NOT ISSUE A NOTICE TO PROCEED WITH CONSTRUCTION UNTIL THE DESIGN-BUILDER SUBMITS AND OBTAINS AN APPROVED CONSTRUCTION TIMETABLE.

ARTICLE 4
CONSTRUCTION PHASE PARTICULARS

§4.1 – Reporting Anticipated Delays During Construction Phase. Design-Builder is responsible for assuring that the contract will be completed on a timely basis in accordance with the established Construction Timetable. No extension of time will be granted unless the delay is caused by acts of the Owner (as stated in Paragraph 14.2 herein) or by unusual and unforeseeable "Acts of God" beyond the Design-Builder's control that makes it impossible to proceed with any of the work (e.g. Acts of God include unavoidable labor disputes, unavoidable inability to procure materials, failure of power not resulting from the Owner's or Design-Builder's actions or omissions, restrictive governmental laws enacted or taking effect after the Effective Date of this Agreement, riots, insurrections, wars, fire, or other reason of a like nature not the fault of the party delayed in doing work or doing acts required under the Contract Documents, hurricanes, unusually severe and prolonged bad weather). In the event of such Acts of God, then performance of such acts will be excused for the period of delay and the period for the performance of any such acts will be excused for the period of delay. In no event will problems with Subcontractors, suppliers or employees entitle the Design-Builder to an extension of the contract times or deadlines. Note, compensation for delays caused by the Owner is recoverable only as described in Paragraph 14.2 herein.

§4.1.1 – Design-Builder shall, within ten days from the beginning of such delay, submit written notification to the Owner of the causes of the delay. If Design-Builder fails to give such written notice, within ten days of the beginning of such delay no claim for extension will be considered. Oral notification of delays will not be sufficient. Notification of delay due to unusually severe and prolonged bad weather shall be documented by data substantiating that weather conditions were abnormal for the period of time and did adversely impact the construction schedule.

§4.1.2 – The Owner shall review such notification if an extension is requested by the Design-Builder and may extend the completion date if the Owner reasonably concludes that the facts justify such an extension.

§4.1.3 – Delays, which are excusable under the terms of this Contract, shall not excuse the Design-Builder from timely completing portions of the Contract which are not materially affected by the delay.

§4.2 Schedule of Values. Within fourteen (14) days after Owner approves design documents for the construction of no less than ninety percent (90%) of SLHNP Expansion, Design-Builder shall submit to the Owner for approval a proposed Construction Phase Schedule of Values detailing the expected completion dates of targets previously approved by Owner in the Construction Timetable. Once approved by Owner, the Construction Phase Schedule of

Values shall be incorporated in and made part of this Agreement and such Schedule shall control the timing of and amount of the Progress Payment to be made to the Design-Builder. Unless otherwise provided by this Contract, Owner shall have no liability for any expenses of Design-Builder beyond payment of the Progress Payment amount noted in the Construction Phase Schedule of Values. Design-Builder shall not be entitled to receive additional compensation from Owner beyond that amount noted in the Construction Phase Schedule of Values unless, pursuant to this Contract, Design-Builder is entitled to additional compensation. OWNER'S APPROVAL OF ANY SCHEDULE SHALL ONLY INDICATE OWNER'S ACKNOWLEDGMENT OF THE DATES CONTAINED THEREIN AND SHALL NOT CONSTITUTE RATIFICATION OR APPROVAL OF THE ACCURACY, ADEQUACY, OR LOGIC OF THE SCHEDULE, OR OF THE MEANS, METHODS, MANNER OR SEQUENCE OF WORK CONTAINED IN THE SCHEDULE.

§4.3 Commencement of Construction Phase Work; Substantial and Final Completion Dates; Liquidated Damages.

(a) *Commencement of Construction Phase work*. Work shall commence on SLHNP Expansion within fourteen (14) days of the ***date of issuance*** of a "Notice to Proceed With Construction Work" by Owner and receipt of all permits, which will not be issued until after the completion of the Design Phase Requirements.

(b) *Substantial Completion*. Substantial Completion of SLHNP Expansion shall be established and agreed upon by both parties during the Design Phase but not later than TBD after the date of issuance of the "Notice to Proceed with Construction of Work" by Owner or the issuance of all permits needed to perform the Construction Work, whichever occurs later. Design-Builder agrees to apply for all permits within ten (10) days after the completion of the Design Phase and diligently pursue the issuance of said permits.

(c) *Final Completion*. Final Completion of SLHNP Expansion shall be achieved not later than thirty (30) consecutive calendar days from the ***date of Substantial Completion***.

(d) *Time of the Essence*. Time is of the essence of this Contract.

(e) *Liquidated Damages*. Owner and Design-Builder, recognizing that time is of the essence of this Contract, agree that Owner will suffer financial loss if SLHNP Expansion is not completed within the time frames specified in this Agreement, plus any extensions thereof. They also recognize the delays, expense and difficulty involved in proving in a legal proceeding the actual loss incurred by Owner if SLHNP Expansion is not completed timely. Accordingly, instead of requiring any such proof, Owner and Design-Builder agree that as liquidated damages for delay (but not as a penalty) Design-Builder shall pay Owner the sum of Five Hundred Dollars and no cents ($500.00) for each day that expires after the time specified for Substantial Completion has expired. Further, Design-Builder shall pay Owner the sum of Five Hundred Dollars and no cents ($500.00) for each day that expires after the time specified for Final Completion has expired. Owner may retain liquidated damages owed to Owner by Design-Builder under this provision from Design-Builder's compensation.

(f) *Partial Acceptance.* The Owner has the option to accept and enjoy beneficial use of portions of the Work, which are substantially complete before the entire SLHNP Expansion is completed. In the event such partial acceptance occurs, liquidated damages will not be nullified or excused but will continue until Substantial Completion of the entire SLHNP Expansion. Commencing on the date of Partial Acceptance and subject to the entire SLHNP Expansion being complete to the extent of allowing the Owner to open SLHNP Expansion as scheduled, the Owner shall reduce unaccumulated liquidated damages by a percentage which equals the ratio of the value of the accepted portion of SLHNP Expansion to the total value of the SLHNP Expansion as determined by the Schedule of Values. Nothing herein shall obligate the Owner to accept portions of SLHNP Expansion prior to Substantial Completion of the entire SLHNP Expansion.

ARTICLE 5
GUARANTEED MAXIMUM PRICE

§5.1 – Guaranteed Maximum Price. This is a guaranteed not-to-exceed pricing contract. Owner has allocated an amount not to exceed One Million Three Hundred and Fifty Thousand Dollars and no cents ($1,350,000) for the performance and completion of the Design and Construction Work and the delivery of SLHNP Expansion to the Owner free of all liens of any kind, including, but not limited to, any and all liens that may be placed on SLHNP Expansion by Design-Builder, Design-Builder's subcontractors or subconsultants, and materialmen or workers. If this Contract proceeds, as provided below, Design-Builder shall deliver SLHNP Expansion ready and suitable for occupation and its intended uses by Owner for an amount of compensation not to exceed a figure to be known as the "Guaranteed Maximum Price" which will be the amount to be charged by Design-Builder and paid by Owner for the completion of the Construction Work (the "Guaranteed Maximum Price"), but in no event shall Owner be required to agree to a Guaranteed Maximum Price that exceeds $1,350,000. Subject to the foregoing, the Owner and Design-Builder shall have up to thirty (30) days after the approval of ninety percent (90%) of the Design Phase Work within which to agree to and establish the Guaranteed Maximum Price of this contract in a document to be entitled "Guaranteed Maximum Price Amendment" in substantially the same form as Exhibit "A" attached hereto and incorporated by reference herein. Design-Builder warrants to the Owner that if the Guaranteed Maximum Price is established such Price shall be the maximum amount payable for the performance of the Construction Work, specifically including the Construction Phase requirements, and delivery of SLHNP Expansion to Owner free of all liens of any kind, including but not limited to, any and all liens that may be placed on SLHNP Expansion by the Design-Builder, Design-Builder's subcontractors or subconsultants, and materialmen or workers. Notwithstanding, the establishment of the Guaranteed Maximum Price by subsequent amendment, such Price shall be subject to appropriate credits due Owner and/or Design-Builder as set forth in this Contract. If Owner and Design-Builder agree then the contemplated Guaranteed Maximum Price Amendment shall be completed, approved and executed and this Contract as amended shall proceed. If Owner and Design-Builder are unable to agree to the Guaranteed Maximum Price, either Owner or Design-Builder may, upon notice to the other, terminate this Contract in which case the Design-Builder shall complete all pending Design Work as directed by Owner and be paid for all Design Work that is completed, and thereafter Owner and Design-Builder shall be released from any further liability to each other under this Contract for any Construction Phase

Services. In that event, Owner and Design-Builder agree to cooperate with each other in the delivery to Owner of Design Work performed and paid for by Owner including but not limited to, Design Work product and any permits obtained for SLHNP Expansion.

§5.2 – Items to be Included in Guaranteed Maximum Price. The Guaranteed Maximum Price, once established shall be deemed by the Owner to include all aspects of constructing SLHNP Expansion, including, but not limited to, the Design-Builder's overhead and profit or fee of any kind. By way of illustration, and not limitation, the following items shall be deemed by the Owner to be included in the Guaranteed Maximum Price:

(a) *Labor Costs*. All compensation (including reasonable SLHNP Expansion bonuses approved by Owner in writing) for salaried or hourly personnel of Design-Builder directly engaged in the performance of the Work for this SLHNP Expansion, or employed at SLHNP Expansion, or engaged in estimating, drafting, engineering, expediting, scheduling, coordinating, purchasing, supervising, controlling, safety, quality, CAD, or information technology support for the Work, wherever stationed, including but not limited to the assigned Construction Executive, Director of Construction, Senior SLHNP Expansion Manager, SLHNP Expansion Manager, Assistant SLHNP Expansion Manager, Superintendent and field personnel.

(b) *Costs of Materials and Equipment Incorporated in the Completed Construction.*

(1) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the complete construction.

(2) Costs of materials in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage.

(c) *Costs of Other Materials and Equipment, Temporary Facilities and Related Items.*

(1) Costs, including transportation, installation, maintenance, dismantling, storage and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers.

(2) Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling, storage and removal thereof. It is the expectation of the Owner that in calculating the Guaranteed Maximum Price, line items for such rental charges are not be in excess of 100% of the rates set forth in the latest edition of the *Rental Rate Blue Book for Construction Equipment* published by Primedia Information, Inc., unless equipment is rented from third parties specifically for SLHNP Expansion; the Owner specifically reserves the right to object to that portion of the Guaranteed Maximum Price, and receive a credit against the Guaranteed Maximum Price, in the event that Design-Builder utilizes rates in excess of those mentioned herein.

(3) Costs of removal of debris from the site.

(4) Reproduction costs, costs of telegrams, facsimile transmissions and long distance telephone calls, postage and express delivery charges, telephone services at the site for this SLHNP Expansion.

(5) Costs for travel and subsistence expenses of the Design-Builder's personnel incurred in the performance of the Work, or any attendant duty to the Design—Builder's performance of the Work, including, but not limited to, costs for company owned trucks, trailers and equipment utilized by Design-Builder

(d) *Subcontract Costs*. Payments made by the Design-Builder to Subcontractors or Subconsultants in accordance with the requirements of the subcontracts for this SLHNP Expansion; All expenses related to the engagement and/or termination of subcontractors/subconsultants and resultant SLHNP Expansion expense increases, if any.

(e) *Miscellaneous Costs*.

(1) Costs of premiums for insurance and bonds for this SLHNP Expansion.

(2) Sales, use or similar taxes imposed by any governmental authority which are related to the Work for this SLHNP Expansion and for which the Design-Builder or Owner would be liable.

(3) Fees, assessments and all building permits and other permits, licenses and inspections for SLHNP Expansion.

(4) Fees of testing laboratories for tests required by the Contract Documents.

(5) Data processing and software costs related to the Work for this SLHNP Expansion.

(6) Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Contract.

(7) Legal costs, other than those arising from disputes between the Owner and Design-Builder, Subcontractors and affiliates, reasonably incurred by the Design-Builder in the performance of the Work for this SLHNP Expansion and with the Owner's written permission, which permission shall not be unreasonably withheld.

(8) Expenses incurred in accordance with the Design-Builder's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

(9) Costs incurred by the Design-Builder in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons

or property.

(10) Costs incurred by the Design-Builder in repairing or correcting damaged or nonconforming Work executed by the Design-Builder or its Subcontractors or suppliers;

(11) Mobilization and demobilization costs associated with this SLHNP Expansion.

(12) Corporate safety inspection and related safety costs.

(13) Corporate quality inspection and quality assurance and control costs.

(14) Salaries and other compensation of the Design-Builder's personnel stationed at its principal office or offices other than the site office.

(15) Expenses of the Design-Builder's principal office and offices other than the site office.

(16) Overhead and general expenses.

(17) The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

(18) Costs due to negligence and/or malfeasance and/or other acts of the Design-Builder, Subcontractors, and/or any agents thereof or to the failure of the Design-Builder, Subcontractors, and/or any agents thereof to fulfill and/or perform the Work of this SLHNP Expansion in accordance with this SLHNP Expansion.

(f) All other reasonably foreseeable costs and expenditures of Design-Builder in connection with the construction of SLHNP Expansion.

§5.3 – SLHNP Expansion Expenses to be Documented; Billing Against Guaranteed Maximum Price. Design-Builder shall substantiate all SLHNP Expansion expenditures with paid receipts and/or invoices as the Owner may reasonably request to determine the financial status of SLHNP Expansion. As Design-Builder performs the Work necessary to deliver SLHNP Expansion, the Design-Builder shall keep a running financial statement of all SLHNP Expansion expenses incurred to date to include, but not be limited to, all items mentioned in Paragraph 5.2 and its subparagraphs. It is the expectation of the Owner that SLHNP Expansion be delivered to the Owner, ready and suitable for occupation and Owner's intended uses at a final cost to Owner of less than the Design-Builder's Guaranteed Maximum Price (but for no more than the Guaranteed Maximum Price, absent an Owner Directed Adjustment in the scope of Work).

§5.4 – Owner Directed Adjustments in Scope of Work. The Owner may, without invalidating the Contract, unilaterally alter, add or deduct from the Design Work and/or Construction Work by issuing an Owner Directed Adjustment. In the event that the Owner

issues an Owner Directed Adjustment to the Design-Builder, Design-Builder and Owner shall agree on an appropriate adjustment to the Guaranteed Maximum Price. This provision shall not be interpreted to authorize an increase in the Guaranteed Maximum Price in the event that Owner rejects Design Work and/or Construction Work performed by Design-Builder or Design-Builder's subcontractors/subconsultants.

§5.5 – No Automatic Adjustments to Guaranteed Maximum Price. Nothing in this Agreement shall be construed to allow and/or authorize the payment to the Design-Builder of any monies in excess of the Guaranteed Maximum Price absent an Owner Directed Adjustment or an authorized Amendment to the Contract Documents.

§5.6 – Guaranteed Maximum Price Credits. Owner shall be entitled to credits against the Guaranteed Maximum Price for the following items:

(a) *Unused Excess Materials*. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder or returned to the supplier. Amounts realized, if any, from such sales or returns shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

(b) *Discounts, Rebates and Refunds*. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment and a waiver of any applicable building permit fees, if any, shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured. Amounts which accrue to the Owner in accordance with the provisions of this Paragraph shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

(c) *Realized Cost Savings and Tax Exempt Purchases*. Cost savings achieved through Value Engineering, reduction in the price of materials, or other cost savings mechanisms shall be shared between Owner and the Design-Builder with 60% of all savings being credited to the Owner and 40% of all savings being retained by Design-Builder. Notwithstanding anything in the Contract Documents to the contrary, Owner, as a tax exempt Florida municipal corporation, may purchase materials for use in the Work and 100% of any savings realized by the Owner purchasing materials for use in the Work shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

§5.7 – Progress Payments. Monthly Progress Payments shall be based on the percent completion of the overall Construction Phase Requirements in accordance with the Schedule of Values and the Construction Timetable, as further described in Paragraphs 3.7 and 4.2 herein. In no event shall any interest be due and payable to Design-Builder on sums retained by the Owner pursuant to any of the terms or provisions of this Agreement or the Contract Documents.

§5.8 – Owner's Reserved Rights Not to Transfer Authority Over Means and Methods. The Owner's reserved rights under this Article to direct changes in the scope of Work or to determine pricing under this Agreement shall not in any way transfer or assign Design-Builder's exclusive authority over the means, methods and manner of conducting construction activities. Owner specifically disclaims any liability for means, methods and manner of conducting

construction activities relating to the Work and this SLHNP Expansion.

ARTICLE 6
PROCUREMENT OF SUBCONTRACTS, MATERIALS AND SERVICES

§6.1 – Approval of Subcontractors. Design-Builder shall not subcontract for any part of the Services or Work with any Subcontractor or Consultant (including affiliates and subsidiaries of Design-Builder) who is not properly licensed or against whom Owner has a reasonable objection. Design-Builder shall provide Owner's Representative with such written information as Owner deems necessary in order to determine whether to object to the Design-Builder's hiring of any Subcontractor or consultant, including proof of license. If no objection is interposed by the Owner within fifteen (15) days of its receipt of such information, Owner shall be deemed to have no such objection and Design-Builder may execute such Subcontract and shall furnish Owner a copy of same.

§6.2 – Subcontract Requirements.

A. All Subcontracts shall afford Design-Builder rights against its Subcontractors which correspond to the rights afforded to Owner against Design-Builder herein, including those rights of contract suspension, termination, replacement of unsatisfactory personnel at Owner's request, and documentation of Subcontractor charges as set forth herein. Except as otherwise approved by Owner in writing, all Subcontracts shall provide for the retention of five percent (5%) of amounts earned under the Subcontracts ("Subcontract Retainage"), and Owner shall not be responsible for releasing, paying, or compensating Design-Builder any amount on account of such Subcontract Retainage until such time as specified by this Contract for release of retainage.
B. **Employment Eligibility.** The Design-Builder is obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure of the Design-Builder to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the Design-Builder must immediately terminate their subcontract with the subcontractor. Any challenge to termination under this provision must be filed in the Circuit Court no later than TWENTY (20) calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Design-Builder, the Design-Builder may not be awarded a public contract for a period of ONE (1) year after the date of termination.

§6.3 – Coordination of the Subcontracts. Owner does not assume any responsibility for defining the limits on any Subcontracts on account of the arrangement of the specifications or plans. As part of the bidding and award of Subcontracts, Design-Builder shall ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, Design-Builder and Subcontractors without omission, conflict, or duplication.

Design-Builder shall carefully review all Subcontracts to ensure: (a) that all subcontracted parts of the Work are assigned to appropriate Subcontractors; (b) that, unless provided for by Design-Builder, provisions are made for temporary facilities and utilities necessary for the performance of the Work and for SLHNP Expansion site facilities necessary for Design-Builder and Owner to perform their duties in the management, inspection, and supervision of the Work; (c) that responsibility for SLHNP Expansion safety programs is properly assigned; (d) that they are in compliance with Applicable Laws; and (e) that they are in compliance with Owner's and Design-Builder's Guidelines, if any.

§6.4 – Design-Builder Responsible for Acts of Subcontractors. Design-Builder shall be responsible for any and all acts, defaults, omissions or negligence of Subcontractors and consultants, and shall be and remain liable and obligated to Owner for all Services, Work, materials and other items subcontracted. It is expressly agreed that no relationship of contract, obligation or otherwise shall be created between Owner and any Subcontractor or Consultant of Design-Builder, and a provision to this effect shall be inserted into all Subcontracts and other agreements between Design-Builder and its Subcontractors and Consultants. In no event shall Owner be liable to any of Design-Builder's Subcontractors for Work performed by such Subcontractor on behalf of the Design-Builder or for SLHNP Expansion. Owner will not resolve disputes between Design-Builder and any Subcontractor or disputes between Subcontractors.

§6.5 – Special Services. Design-Builder shall, as required by Contract Documents and the Schedule of Values, coordinate services from surveyors, testing laboratories, and other special consultants required for the completion of the Work.

§6.6 – Orders of Materials and Equipment. Design-Builder shall schedule, coordinate, and effect the purchase and delivery to SLHNP Expansion site of materials and equipment required to be provided by Design-Builder pursuant to the Contract Documents. Design-Builder shall perform inspection services after the placement of all such orders.

§6.7 – Procurement of Materials and Equipment on Owner's Behalf. Design-Builder shall be responsible for scheduling and coordinating all materials, furnishings, tools, fixtures, computers, and equipment to be furnished by Owner under the terms of the Contract Documents for use in performance and completion of the Work. The purchase price and transportation and storage costs associated with such items shall be borne by Owner, and shall not be counted against the Guaranteed Maximum Price.

§6.8 – Direct Purchase.

§6.8.1 – 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. If direct purchases are to be made by the Owner, the Owner will, via its purchase orders, purchase the materials and the Design-Builder shall assist the Owner in the preparation of purchase orders. The Owner may direct the Design-Builder to prepare the purchase order on the Owner's form and make ready for verification and execution by the Owner. The materials may be purchased from the vendors/suppliers selected by the Design-Builder, for the price originally negotiated by the Design-Builder.

The Design-Builder will prepare a list of materials, supplies and equipment and the Owner will advise the Design-Builder which items from the list it wishes to purchase directly, with enough lead time to allow this request to be incorporated into the overall construction schedule.

§6.8.2 – ISSUANCE OF THE PURCHASE ORDERS BY THE OWNER DOES NOT CHANGE ANY OF THE DESIGN-BUILDER'S RESPONSIBILITIES REGARDING MATERIAL PURCHASES, OR INSTALLATIONS, WITH THE SOLE EXCEPTION OF THE PAYMENTS FOR THE MATERIALS SO PURCHASED AND THE CONSEQUENCES OF NON-PAYMENT BY OWNER. The Design-Builder remains fully responsible for all other obligations it has under the terms of this Contract regarding materials purchased, including but not limited to, coordination of the work including ordering of materials, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, checking shipping tickets, and invoices, installation, cleaning, and all applicable warranties. Regardless of any direct purchase, the Design-Builder remains responsible for ensuring that all materials purchased meet the requirements of the Contract Documents.

§6.8.3 – In the event that materials, supplies, or equipment purchased under this option, are defective or rejected for any reason whatsoever, and it becomes necessary in the opinion of the Design-Builder to initiate legal action against the responsible party, the Owner agrees to assign and subordinate to the Design-Builder any claims the Owner has against the responsible party resulting from the purchase order and to execute any legal documents necessary to accomplish the assignment, subordination or subrogation of such claims, and to cooperate with the Design-Builder in such legal action.

§6.9 – Materials Stored. For work on which the Design-Builder intends to request payment for materials stored at the site, the schedule of values will list materials and labor as separate line items.

ARTICLE 7
CONSTRUCTION ADMINISTRATION

§7.1 – Design-Builder to Enter into Subcontracts. Design-Builder shall enter into Subcontracts with Subcontractors for the performance of those portions of the Work not performed directly by the Design-Builder. Design-Builder shall protect Owner's interests during the performance of such Subcontracts and shall monitor and secure performance by the Subcontractors of all duties and obligations contained in the Subcontracts. Design-Builder shall promptly notify Owner's Representative in writing of any material breach by a Subcontractor and shall take all necessary steps to remedy such breach and to minimize the effect of such breach on the timely and proper completion of the work, all at no additional cost to Owner.

§7.2 – Scheduling and Coordinating Construction. Design-Builder shall be responsible for scheduling, coordinating, assigning work areas, and sequencing the Work to be performed and for coordinating same with Owner's activities and ongoing operations and any Work that may be performed by Owner's own forces or other Contractors, in a manner so as to complete

SLHNP Expansion by the Substantial Completion Date. Design-Builder shall perform all Services required under the Contract Documents in an expeditious fashion.

§7.3 – Preconstruction Conference. At an appropriate time after execution of Subcontracts, Design-Builder and Owner shall conduct a preconstruction conference and shall review with the Subcontractors any special requirements of Owner with respect to the Work, including SLHNP Expansion access, safety requirements, Design-Builder guidelines, contract procedures, scheduling, requests for payment, Submittals, Change Orders, inspections, and any and all other matters they then deem relevant to the performance of Design-Builder and the Subcontractors. Design-Builder shall prepare and furnish to Owner's Representative and Subcontractors detailed minutes of the preconstruction conference within two (2) working days of its conclusion.

§7.4 – Confirmation of Insurance. Design-Builder shall timely procure and review all insurance certificates and policies required by the Contract Documents and the Subcontracts and provide copies of same to Owner's Representative. Design-Builder shall immediately cure and correct any failure of any Subcontractor or affiliated entity to comply and remain in compliance with the insurance requirements of the Contract Documents and the Subcontracts. Design-Builder shall not permit any Subcontractor to enter SLHNP Expansion site or perform any Work relating to the SLHNP Expansion unless such Subcontractor is and remains insured in accordance with the insurance requirements set out in the Contract Documents and the Subcontracts.

§7.5 – Review and Approval of Subcontractor Schedules of Values. Design-Builder shall obtain, and carefully review, all schedules of values from each Subcontractor, together with any supporting documentation or data, which Owner or Design-Builder may require from the Subcontractors. The purpose of such review and examination shall be to protect Owner from front-end loading and an unbalanced schedule of values, which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or than is reasonable under the circumstances. If any Subcontractor schedule of values is found not to be appropriate, or if the supporting documentation or data is deemed to be inadequate, Design-Builder shall negotiate with the Subcontractor to establish a balanced schedule of values. After making its review and examination, if the Subcontractor schedule of values is found by Design-Builder to be appropriate as submitted, or if necessary, as revised, Design-Builder shall sign and deliver same to Owner's Representative thereby indicating Design-Builder's informed belief that such schedule of values constitutes a reasonable, balanced basis for payment to the Subcontractor. Design-Builder shall not sign a Subcontractor schedule of values in the absence of such belief unless directed to do so, in writing, by City Manager of Owner.

§7.6 – Supervision of Subcontractors. Design-Builder shall maintain a continuous presence on SLHNP Expansion site at all times during the Construction Phase of SLHNP Expansion through the provision of sufficient qualified supervisory and other personnel to perform the Services and obligations of this Contract. Design-Builder shall continually supervise its own forces and all Subcontractors. Design-Builder shall determine the adequacy of personnel, labor, materials, equipment and direct supervision provided by all Subcontractors and shall monitor their compliance with the construction schedule.

§7.7 – Job Progress Meetings. Design-Builder shall conduct meetings at least weekly, and at such additional times as the needs of SLHNP Expansion or good construction management practice may require, with the Subcontractors, for the purpose of discussing matters relating to the quality, quantity, and progress of the Work. Design-Builder shall also conduct meetings at least bi-weekly with Owner and any others Owner may desire to participate in such meetings and at such additional times as the needs of SLHNP Expansion or good construction management practice may require, with the Owner for the purpose of discussing all matters relating to the quality and progress of the Work. Design-Builder shall within seven (7) working days after each of the meetings prepare and distribute minutes of such meetings to Owner's Representative, the participants and others who Design-Builder believes should reasonably be informed of the meetings including those the Owner may designate in writing to receive same.

§7.8 – Requests for Information and Interpretation. Design-Builder shall promptly provide information and interpretations to Subcontractors as necessary for the execution of the Work and shall expedite same where necessary to maintain the construction schedule. Where appropriate, Design-Builder shall transmit to Owner's Representative requests for information or interpretation from itself or as made by any Subcontractor regarding the intent and meaning of the design for construction. Design-Builder shall maintain a log of all requests for information and interpretation (the "Request Log"), recording: (a) the date each request was made; (b) the date the request was transmitted to Owner's Representative; (c) the date of receipt of the response to the request; and, if applicable; (d) the date the response to the request was transmitted to the Subcontractor. The request shall be a part of the minutes required in Section 9.7 for Job Progress Meetings. Design-Builder shall reply to requests for architectural information or services within seven (7) days.

§7.9 – Submittals. Design-Builder shall review, and indicate its approval (or require re-submission if necessary) prior to forwarding to Owner each Submittal required by the Contract Documents, including shop drawings. Product data, samples, catalogues, and other submittals (collectively, "Submittals"), provided, however, that complete shop drawings for a single trade be submitted and no partial submittals will be reviewed without the prior written agreement of the Owner. Provided further that Submittals requiring color selections which may require additional time, especially where color selection of related items is critical, must be submitted before final selections are made. Approval by Design-Builder of Submittals shall constitute Design-Builder's representation to Owner that such Submittals are in conformance with the requirements of the Contract Documents. The review and approval required by this Paragraph shall be completed with reasonable promptness, and expedited where necessary, so as to cause no delay to the Subcontractors or SLHNP Expansion. Design-Builder shall also maintain a detailed log (the "Submittal Log"), reflecting: (a) the date, where applicable, the Subcontractors submit to Design-Builder, and the Design-Builder submits to Owner each Submittal; (b) the date of approval or rejection of each Submittal by Design-Builder; (c) the reason for the rejection of any Submittal; and (d) the date of each subsequent action by Design-Builder, Owner or Subcontractors with respect to any Submittal. The Submittal Log shall be part of the Job Progress Meeting minutes required in Paragraph 7.7 herein. Design-Builder shall immediately report to Owner's Representative in writing any substantial delays in the Submittal process and the cause thereof and shall take appropriate steps to coordinate and expedite the Submittal

process. The Owner's review of Submittals shall not relieve the Design-Builder from its obligation for performance of the Work in compliance with the Contract Documents.

§7.10 – Subcontractor Payments. Design-Builder shall promptly pay all indebtedness for labor, materials, services, tools and equipment, and for any other items used in the performance of the Work and in compliance with Florida Statutes.

§7.11 – Conditions of Employment. Design-Builder shall comply, and shall require all Subcontractors to comply, with Applicable Laws relating to the terms and conditions of employment of any employee who is employed in connection with SLHNP Expansion.

§7.12 – Protection of Persons and the Work. Design-Builder shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's employees and property from injury or loss in connection with the performance of the Work and the Services. Design-Builder shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent Work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the Work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Design-Builder shall keep Owner's property and the Work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect SLHNP Expansion from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Design-Builder upon completion of the Work.

§7.13 – Demolition, Removal of Materials and Burning. Except with prior written approval of the Owner the use of explosives will not be permitted. The procedure proposed for the accomplishment of any required demolition work shall be submitted to Owner's Representative for approval. The procedure shall provide for safe conduct of the work, careful removal and disposition of materials, protection of property, which is to remain undisturbed, and coordination with other Work in progress. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations, and shall be architecturally sound. All materials indicated to be removed shall be legally disposed of off the Owner's property. The use of burning at SLHNP Expansion site to dispose of refuse and debris may be permitted with Owner’s permission and acquisition of proper permits by the Design-Builder from all agencies with jurisdiction, including, but not limited to, the Florida Department of Agriculture and Consumer Services (Division of Forestry) and Polk County. Design-Builder shall control the amount of dust resulting from the operations to prevent the spread of dust from creating a nuisance in the surrounding area.

§7.14 – Site Limitation. Design-Builder shall obtain Owner's Representative's authorization before establishing staging or “lay-down” areas.

§7.15 – Corrective Work. Design-Builder shall ensure correction and completion of all defective or incomplete Work. Such corrective Work shall be coordinated with and performed in such a manner as to minimize disruption to Owner's personnel facilities, and the operations of and at no cost to Owner.

ARTICLE 8
UNCOVERING AND CORRECTING WORK

§8.1 – Uncovering Work Covered Contrary to Directions. All Work is to be inspected by Owner before covering. If any of the Work is covered contrary to the request of Owner's Representative, or contrary to any provision of the Contract Documents, said Work shall, if required by Owner's Representative, be uncovered for inspection and any defective or incomplete work shall be properly corrected at Design-Builder's expense without change in the Substantial Completion Date or the Guaranteed Maximum Price.

§8.2 – Correction of Defective Work. Design-Builder shall immediately proceed to correct Work rejected by Owner's Representative as defective or failing to conform to the Contract Documents, unless such Work is accepted in accordance with Paragraph 8.5 below. Design-Builder shall bear all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections and any fees and expenses of the Owner or Owner's consultants made necessary thereby, without adjustments to the Guaranteed Maximum Price or the Substantial Completion Date.

§8.3 – Correction During One Year Following Completion. If within one (1) year after the issuance of a Certificate of Final Completion any of the Work is found to be defective or not in accordance with the Contract Documents, Design-Builder shall correct such Work promptly upon receipt of written notice from Owner. This obligation shall survive Final Payment by Owner and/or termination of this Contract.

§8.4 – No Period of Limitation Established. Nothing contained in Paragraph 8.3 shall establish any period of limitation with respect to Design-Builder's other obligations and warranties under the Contract Documents. Establishment of the one year time period in Paragraph 8.3 above relates only to Design-Builder's specific duty to correct or complete the Work.

§8.5 – Owner's Option to Accept Defective Work. Owner may, at its sole discretion, choose to accept defective or nonconforming Work. Such acceptance shall not be effective unless specifically and expressly stated in writing by Owner. In such event, the Guaranteed Maximum Price *shall be reduced* by the reasonable costs of removing and correcting the defective or nonconforming Work, regardless of whether Final Payment has been made or the defective Work replaced or corrected, the intent being that Owner may use such funds to remedy such defects at a time and in a manner convenient to Owner. If the unpaid portion of the Guaranteed Maximum Price, if any, is insufficient to compensate Owner for the acceptance of defective or nonconforming Work, Design-Builder shall, upon written demand from Owner, pay Owner any shortfall of compensation for accepting defective or nonconforming Work.

ARTICLE 9
INSPECTIONS AND CERTIFICATIONS OF COMPLETION

§9.1 – Inspection of Work. Design-Builder shall, on a continuous basis as a part of its day-to-day supervision of SLHNP Expansion, inspect the Work to ensure that the quality,

quantity and progress of the Work meets the requirements of the Contract Documents. In making such inspections, Design-Builder shall reject Work that is defective or deficient, take steps to avoid unexcused delays in the performance of the Work, and protect Owner from overpayment.

§9.2 – Standard of Construction and Identification of Defective Work. Design-Builder shall SLHNP Expansion to be constructed in compliance with the requirements of the Contract Documents and Applicable Laws. Design-Builder shall correct all work that does not meet the requirements of the Contract Documents and Applicable Laws unless the departure from such standards is specifically identified to, and thereafter authorized in writing by, Owner. Unless so authorized by Owner, Design-Builder shall correct all Work that does not meet the requirements of the Contract Documents and Applicable Laws at Design-Builder's expense.

§9.3 – Equipment and Other Items. When instructed by Owner's Representative, Design-Builder shall schedule and perform such inspections of equipment, fixtures, furnishings, and other items that Owner deems appropriate. Such testing and inspections shall be performed at times appropriate to the stage of fabrication, construction, installation, and testing of such items. Design-Builder shall notify Owner's Representative prior to each such testing or inspection and Owner's Representative or his designee shall be entitled to accompany Design-Builder for such testing and inspections.

§9.4 – Inspection upon Arrival, During Installation, and after Installation. Upon arrival of any materials, supplies, systems, equipment, fixtures, furnishings, and other items at SLHNP Expansion site, whether procured by Design-Builder or Owner, Design-Builder shall inspect such items for damage, for compliance with the Contract Documents and for compliance with all shipping documents and shall arrange for the proper storage and security of such items. Design-Builder shall also provide for and monitor the proper and timely installation of all such items on SLHNP Expansion. After such items are installed or made ready for use, Design-Builder shall again inspect all such items for damage and shall arrange for and monitor testing of all such items for compliance with the Contract Documents and readiness for use on SLHNP Expansion. If damage is discovered, Design-Builder shall immediately notify, in writing, the supplier, shipper, and Owner's Representative of such damage and shall lodge and pursue all appropriate claims associated with such damages.

§9.5 – Punch Lists and Correction of Defective Work. As per the Contract Documents, the Design-Builder shall make a punch list in writing and complete the items on this list. Upon completion of the Design-Builder's punch list, the Design-Builder shall submit a "Request for Punch List Inspection". Design-Builder shall then, and with the assistance of Owner, prepare, and enforce a punch list and other itemizations of defective, deficient, or incomplete Work. Design-Builder shall report to Owner's Representative in its Monthly Reports its progress in correcting and completing such defective, deficient, or incomplete Work. A Punch List created under this Paragraph, and Work performed pursuant to said Punch List shall not be considered an Owner Directed Adjustment in the scope of the Work for SLHNP Expansion.

§9.6 – Design-Builder's Observation of Testing and Start-Up. Design-Builder shall schedule (and notify Owner's Representative of such schedule), coordinate, and observe the

testing and start-up of all utilities, systems, fixtures, and other equipment and shall report the results of same to Owner's Representative in writing.

§9.7 – Transfer of the Work and SLHNP Expansion to Owner. Design-Builder shall provide assistance to Owner in the transfer of the completed SLHNP Expansion, and all portions thereof, to Owner. Such assistance shall include, as applicable, procuring certificates of ownership, titles and warranties, procuring keys to SLHNP Expansion, operations and maintenance manuals and instructions, procuring supplies, start-up of SLHNP Expansion systems, transferring SLHNP Expansion security, arranging for training Owner in the operation and maintenance of all systems and components of SLHNP Expansion, and such other matters as may relate to Owner's initial occupation, possession, and use of SLHNP Expansion or any part thereof.

§9.8 – Substantial Completion of SLHNP Expansion. When Design-Builder believes that Substantial Completion of the entire SLHNP Expansion, or a designated part thereof, has been achieved, it shall notify Owner's Representative in writing and request an inspection for certification of Substantial Completion. Design-Builder shall thereafter meet on site with Owner's Representative to determine whether Substantial Completion of SLHNP Expansion, or the designated part thereof, has in fact been achieved. Design-Builder's written request for such inspection shall constitute a representation by Design-Builder to the Owner that Design-Builder has made all inspections of the Work required by the Contract Documents and that, to the best of Design-Builder's information and knowledge, the Work has been performed in compliance with, and the quality of the Work meets or exceeds the requirements of, the Contract Documents. If Owner's Representative agrees that Substantial Completion of SLHNP Expansion, or the designated part thereof, has been achieved, the Owner shall execute a Certificate of Substantial Completion. If Owner's Representative, upon inspection, concludes that Substantial Completion has not been achieved from the fault of the Design-Builder, Subcontractors, and/or any agents thereof and that re-inspection will be necessary, Design-Builder shall bear all costs of same without adjustment to the Guaranteed Maximum Price.

§9.9 – Final Completion of SLHNP Expansion. When Design-Builder believes that Final Completion of the entire SLHNP Expansion has been achieved, it shall notify Owner's Representative in writing and request an inspection for certification of Final Completion of SLHNP Expansion. Design-Builder shall thereafter meet on site with Owner's Representative to determine whether Final Completion of SLHNP Expansion has in fact been achieved. Design-Builder's request for such inspection shall constitute a representation by Design-Builder to Owner that Design-Builder has made all inspections of the Work as provided in the contract and that, to the best of Design-Builder's knowledge and belief, all the Work has been completed in compliance with the Contract Documents and that the quality of the Work meets or exceeds the requirements of the Contract Documents. If Owner's Representative agrees that Final Completion of SLHNP Expansion has been achieved, Owner shall execute a Certificate of Final Completion of SLHNP Expansion. If Owner's Representative, upon inspection, concludes that Final Completion has not been achieved from the fault of the Design-Builder, Subcontractors, and/or any agents thereof and that re-inspection will be necessary, Design-Builder shall bear all costs of same without adjustment to the Guaranteed Maximum Price.

§9.10 – Final Acceptance. The starting date for all warranties shall be from the date of the issuance of a Certificate of Final Completion of SLHNP Expansion. The more stringent of the Guarantees and Warranties in the Contract Documents shall apply.

§9.10.1 – *Responsibility of the Design-Builder.* Neither the final certificate of payment nor any provisions in the Contract Documents shall relieve the Design-Builder of the responsibility for latent defects, unknown negligence, faulty materials, or workmanship within the extent and period provided by law.

§9.10.2 – *Warranty Periods.* Warranty periods shall be as in the Contract Documents or, if Design-Builder is notified of a defect during the applicable warranty period, until the defect is corrected to conform to the Contract requirements and to the reasonable satisfaction of the Owner.

§9.10.3 – *Certification.* The Subcontractors and suppliers shall prepare statements in the form approved by the Owner certifying that the work performed and materials supplied are in compliance with the Contract and confirming the appropriate warranty period. The Subcontractor shall submit the above statements to the Design-Builder.

§9.10.4 – *Bonding Company.* Failure of the Design-Builder or the Subcontractors to fulfill obligations of the guarantee will result in appropriate notice to the Bonding Company for action.

ARTICLE 10
SLHNP EXPANSION DOCUMENTATION

§10.1 – Basic SLHNP Expansion Documentation. Design-Builder shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current Subcontracts and Contract Documents, including a current set of drawings, specifications, Change Orders and modifications reflecting product and materials selections and as-built conditions on SLHNP Expansion; (b) all shop drawings, samples, product data, and other Submittals; (c) a clean set of the principal building layout lines, floor levels, and key site elevations certified by a qualified surveyor or Architect; (d) all required insurance certificates from Subcontractors; (e) a full copy of SLHNP Expansion Binder, identical to SLHNP Expansion Binder kept on file by the Owner; and (f) all other documents required by the Contract Documents.

§10.2 – Daily Log. Design-Builder shall maintain a log of daily reports ("Daily Log") which shall identify daily weather conditions and any impact on the Work caused thereby, Design-Builder's personnel on site, all Subcontractors working each day and the number of employees of each on SLHNP Expansion, all visitors, the Work accomplished each day, any equipment failures or breakdowns, any procurement or delivery problems, any job site accidents or injuries, any safety or environmental violations, warnings or citations, and any other events, circumstances, or occurrences impacting the progress or cost of SLHNP Expansion. Design-Builder shall submit a copy of the "Daily Log" to the Owner with each periodic pay request.

§10.3 – Monthly Reports. Each month Design-Builder shall prepare and submit to Owner's Representative a written report detailing the progress of SLHNP Expansion (the "Monthly Report"). The Monthly Report shall contain Design-Builder's estimate of percentage of completion of SLHNP Expansion and each element thereof, including a comparison of the status of SLHNP Expansion to the approved Schedule of Values, identify any and all delays to SLHNP Expansion and the cause and extent thereof and describe the remedial measures being taken to overcome such delays, identify any defective or deficient Work installed during the preceding month and describe the remedial measures being taken to correct the defective or deficient Work, identify any outstanding requests for information or clarification, requests for interpretation, change order requests, questions, or other matters requiring the response of either Owner, Design-Builder or a Subcontractor and shall include any and all other information required to fully inform Owner of the status of SLHNP Expansion and the performance of Design-Builder and Subcontractors. The Monthly Report shall include the construction schedule updates, updated cash flow forecasts, and updated comparisons of actual and estimated construction costs (including but not limited to the Guaranteed Maximum Price) as required by the terms of the Contract Documents.

§10.4 – Review and Assignment of Warranties. Design-Builder shall obtain and shall transmit to Owner's Representative all special product, system, equipment or material warranties required by the Contract Documents and the Subcontracts. Design-Builder shall review all such warranties to confirm that the warranties are in compliance with the requirements of the Contract Documents and Subcontracts. By execution of this Contract, Design-Builder hereby assigns to Owner all of Design-Builder's rights, title and interest in and to any and all warranties, including Uniform Commercial Code warranties, that Design-Builder receives or is entitled to receive from any Subcontractor or supplier in connection with SLHNP Expansion.

§10.5 – Operations and Maintenance Documentation. Design-Builder shall obtain and transmit to Owner's Representative all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of SLHNP Expansion. Two (2) complete sets of documentation shall be furnished to Owner's Representative in uniform three-ring binders labeled with SLHNP Expansion name and number.

§10.6 – Review and Approval of As-Built Drawings. Design-Builder shall continuously maintain a set of drawings clearly indicating the exact location and depth of all buried plumbing, sanitary sewers, storm sewers, heating, gas piping and electrical work with accurate dimensional reference to buildings or other fixed points.

§10.6.1 – *Withholding of Periodic Payments.* Failure on the part of the Design-Builder to maintain current As-Built Drawings will be cause for Owner to withhold all or portions of the monthly payments.

§10.6.2 – *Completion.* Upon completion of the Work under this contract and prior to requesting final payment, the Design-Builder shall deliver the As-Built Drawings to the Owner.

§10.7 – Availability of SLHNP Expansion-Related Records to Owner. All records relating directly or indirectly to SLHNP Expansion which are in the possession or control of Design-Builder shall be made available to Owner, its designee, and any governmental authority for audit, inspection, and copying upon request of Owner's Representative. Such records include, without limitation: all drawings, specifications, submittals, subcontractor bids, the Daily Log, correspondence, the Request Log, the Submittal Log, minutes, e-mail documents, memoranda, tape or videotape recording, photographs, including aerial photographs, or other writings or things which document SLHNP Expansion, its design, and its construction.

§10.8 – Maintenance of SLHNP Expansion-Related Records. Design-Builder shall maintain and protect all SLHNP Expansion-related records, including but not limited to Daily Log and SLHNP Expansion journal, other than those required to be returned to Owner, for no less than two (2) years after Final Completion of SLHNP Expansion and for any longer period of time as may be required by law.

§10.9 – SLHNP Expansion Videotapes and Photographs. At any time requested by Owner's Representative, Design-Builder shall, at Owner's expense, record periodic narrated videotapes or take photographs depicting progress of the Work. Any specific safety or environmental incidents are to be videotaped at the time of the incident without waiting for Owner authorization. All videotapes and photographs or videotapes and photographs of safety or environmental incidents shall be submitted to Owner's Representative on a weekly basis.

ARTICLE 11
OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

§11.1 – Provide SLHNP Expansion Information. Owner shall provide Design-Builder with adequate information regarding Owner's requirements for SLHNP Expansion including any desired or required design or construction schedule and any budgetary requirements.

§11.2 – Review of Documents. Owner shall review any documents submitted by Design-Builder requiring Owner's decision and shall render any required decisions pertaining thereto.

§11.3 – Access to the Site and the Work. Owner shall provide Design-Builder access to the site and to the Work as necessary for Design-Builder to perform the requirements of the Contract Documents.

§11.4 – Timely Performance. Owner shall perform those duties set forth in this Article in a timely fashion so as to permit the orderly progress of Design-Builder's Services and the Work.

§11.5 – Owner's Reviews, Inspections, Approvals, and Payments. Owner's review, inspection, or approval of any design document, Work, or any documents prepared or submitted by Design-Builder shall be solely for the purpose of determining whether such Work and such documents are generally consistent with Owner's construction program and requirements, and Design-Builder understands that Owner is relying on Design-Builder to assure compliance with

the Contract Documents and compliance with general standards accepted in the Design-Build and/or architecture community. No review, inspection, or approval by Owner of such Work or documents shall relieve Design-Builder of its responsibility for the performance of its obligations under the Contract Documents or for the accuracy, adequacy, fitness, suitability, or coordination of its Services and work product. Approval by any governmental or other regulatory agency or other governing body of any Work, design document, or Subcontract shall not relieve Design-Builder of responsibility for the performance of its obligations under the Contract Documents. Payment by Owner shall not constitute a waiver of any of Owner's rights under the Contract Documents or at law, and Design-Builder expressly accepts the risk that defects in the Services or in the Work, if any, may not be discovered until after payment, including Final Payment, is made by Owner.

§11.6 – Non-Waiver. Owner's failure to exercise any right or remedy hereunder or to require compliance with any obligation of Design-Builder under the Contract Documents shall not constitute a waiver or an estoppel of the right to exercise such right or remedy or to insist on such compliance at any other time or on any other occasion.

ARTICLE 12
PAYMENT TO DESIGN-BUILDER

§12.1 – Basis of Compensation. For Design-Builder's performance of the Work and all Design Phase and Construction Phase Services in conformance with the Contract Documents, and subject to the Guaranteed Maximum Price and savings provisions as set forth in Article 5 herein, Owner shall pay the Design-Builder "Compensation" consisting of: Subcontractor Costs, plus Design-Builder's fees incurred in performance of Design Phase Services, Construction Phase Services and the Work plus any contingency approved per Paragraph 12.3. The Design-Builder's fee shall be deemed to include, without limitation, such items as overhead, profit and all expenses incurred in performance of the Work and all Design Phase Services and Construction Phase Services, including those matters set forth in Articles 3, and 5, and Paragraphs 6.7 and 6.8 herein. *Provided* that the total compensation due Design-Builder from Owner shall not exceed the amount of the Guaranteed Maximum Price set forth in Article 5 herein.

§12.2 – Form of Pay Requests and Backup Documentation. As soon as practicable after the last business day of each month, Design-Builder shall submit an invoice to Owner's Representative requesting payment ("pay request") 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. At no time shall the cumulative sum invoiced or paid exceed an amount equal to the Guaranteed Maximum Price multiplied by the percentage of the Work actually and satisfactorily completed as determined by Owner's representative. Each pay request shall separately show the amounts of monies being claimed in connection with such pay request and any amounts claimed in connection with a Change Order. Pay requests shall also indicate Design-Builder's estimate of the percentage of completion of SLHNP Expansion and each element thereof according to the line items established in the Schedule of Values. Unless otherwise directed by Owner's Representative, pay requests shall be submitted in quadruplicate, bearing the appropriate SLHNP Expansion numbers designated by Owner's representative to

Owner's Representative for approval. Pay requests shall be accompanied by documentation in support of Subcontract costs as Owner's Representative may require including partial lien releases.

§12.3 – Certification Relating to Pay Requests. Each pay request shall bear the signature of Design-Builder's SLHNP Expansion manager, which signature shall constitute Design-Builder's representation to Owner that the Services and the Work indicated in the pay request have progressed to the level represented, have been properly and timely performed as required herein, that no Work has been covered contrary to the request of the Owner's Representative or contrary to any provision of the Contract Documents, that the Subcontract Costs and/or costs for self-performed work claimed in the pay request have been actually, necessarily, and reasonably incurred, that all obligations of Design-Builder covered by prior pay requests (that have not been withheld by Owner) have been paid in full, and that, to the best of Design-Builder's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to Design-Builder that payment of any portion thereof should be withheld. Submission of Design-Builder's pay request for Final Payment shall further constitute Design-Builder's representation to Owner that, upon receipt from Owner of the amount requested, all obligations of Design-Builder to others incurred in connection with SLHNP Expansion will be paid in full within fourteen (14) days of such receipt or as negotiated by Owner and Design-Builder. In the event that Owner becomes informed that any of the foregoing representations by Design-Builder are wholly or partially inaccurate, Owner may withhold payment of sums then or in the future otherwise due to Design-Builder until the inaccuracy, and the cause thereof, is corrected to Owner's reasonable satisfaction.

§12.4 – Progress Payments During Construction. Until the value of the Work completed, including stored materials, is at least fifty percent (50%) of the Guaranteed Maximum Price, the Owner will retain five percent (5%) of the value of all Work satisfactorily completed, including stored materials. When the value of the satisfactorily completed Work totals at least fifty percent (50%) of the Guaranteed Maximum Price, the Owner will discontinue retaining additional amounts provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum; *provided, however*, that the total amount retained will be at least five percent (5%) of the Guaranteed Maximum Price, as adjusted by any approved price-based Change Orders authorized to be issued under the terms and conditions of this Agreement, until the payment due at Substantial Completion. The Owner may elect to reinstate retention of five percent (5%) of the total value of the Work completed if at any time the Design-Builder fails to make satisfactory progress or if there is other specific cause as determined solely by the Owner.

§12.4.1 – *Monthly Payments.* Progress payments by the Owner to the Design-Builder will be made at least once each month.

a. At the end of each calendar month, the Design-Builder shall submit an itemized application for payment supported by such other substantiating data as the Owner may reasonably require covering Work completed through the 25th of the month.

b. The Design-Builder shall deliver four copies of the Periodic

Request for Payment to the Owner's Representative, no later than noon on the last day of the month, which shall set forth the required information regarding the work completed during the applicable period.

§12.4.2 – *Certification by Owner; Payment.* The Owner shall review and thereafter approve or disapprove the issuance of payment no later than fourteen (14) calendar days after receipt of a Periodic Request for Payment from Design-Builder.

§12.4.3 – *Material Payments.* When the Design-Builder requests payment for materials stored at the site, the conditions of storage shall be acceptable to the Owner.

a. The Design-Builder shall provide satisfactory evidence of the value of materials stored, which may include copies of actual invoices.

b. No payment shall be made for materials not stored at the site.

§12.5 – Payment at Substantial Completion. Subject to the limitations of the Guaranteed Maximum Price and provided that all conditions precedent have been satisfied, within ten (10) days after execution of the Certificate of Substantial Completion of SLHNP Expansion, Owner shall pay Design-Builder all sums due Design-Builder, less any amounts attributable to liquidated damages, and less two hundred percent (200%) of the reasonable cost for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims. As a condition precedent to such payment, however, Design-Builder shall deliver to Owner's Representative the final complete set of as-built drawings in the form of marked-up blueline drawings, all required releases of lien, all certificates of occupancy or similar documents required for the occupation and use of SLHNP Expansion for its intended purposes, all required warranties and all SLHNP Expansion documentation as described in Article 10 herein.

§12.6 – Lien Releases and Claim Waivers. Design-Builder's application for Final Payment shall be accompanied by final lien releases and waivers of claim from Design-Builder and all Subcontractors.

§12.7 – Payment at Final Completion. Subject to the Guaranteed Maximum Price, and provided that all conditions precedent have been satisfied, within ten (10) days after execution of the Certificate of Final Completion of SLHNP Expansion, Owner shall pay Design-Builder all unpaid sums including retainage due Design-Builder under this contract, less any amount properly withheld pursuant to the Contract Documents ("Final Payment"). Design-Builder's acceptance of Final Payment shall constitute an unconditional waiver and release of all claims by Design-Builder for additional compensation beyond that provided in the Final Payment. Final Payment by Owner shall not, however, constitute a waiver by Owner of its rights or claims arising from Design-Builder's failure to perform in accordance with the requirements of the Contract Documents.

§12.8 – Withholding of Payment. Any provision of the Contract Documents notwithstanding, Owner shall not be obligated to make a payment or payments to Design-Builder

which are otherwise due, if, and for so long as, any one or more of the conditions set forth in this paragraph exists:

§12.8.1 – Design-Builder's pay request is not in the form or supported by the documentation required by this contract.

§12.8.2 – Design-Builder is in default of any of its obligations under the Contract Documents that have not been cured to the Owner's reasonable satisfaction.

§12.8.3 – Any part of such payment is attributable to Services or Work which are defective or not conforming with the requirements of the Contract Documents: provided, however, that payment shall be made as to the part thereof attributable to Services or Work which are rendered or performed in accordance with the Contract Documents and are not defective, subject to other provisions hereof.

§12.8.4 – Design-Builder has failed to make payments promptly to its Subcontractors, consultants, employees, or others performing Services in connection with SLHNP Expansion or any person has filed a claim that Design-Builder has failed to make payments due to such person, unless such claim has been bonded off SLHNP Expansion by the Design-Builder to the satisfaction of the Owner.

§12.8.5 – Any person has asserted a claim against Owner in whole or in part on account of alleged acts or omissions of Design-Builder, unless such claim has been bonded off SLHNP Expansion by the Design-Builder to the satisfaction of the Owner.

§12.8.6 – Evidence that the balance of the Work cannot be completed in accordance with the Contract Documents for the unpaid balance of the Guaranteed Maximum Price.

§12.8.7 – Failure or refusal by Design-Builder to perform the Work in accordance with the Contract Documents.

§12.8.8 – Damage to Owner or to a third-party to whom Owner is, or may be, liable for property damage, personal injury, and/or claims arising out of the subject matter of this Contract and for which there is no insurance coverage insuring Owner for such liability.

§12.8.9 – Any situation or condition exists which, as set forth elsewhere herein or in the Contract Documents, reasonably justifies the withholding of payments. In the event that any of the foregoing conditions exist, Owner shall be entitled to withhold from any sum then due or thereafter to become due, including from retained sums, an amount sufficient in the sole judgment of Owner's Representative to satisfy, discharge, and defend against such claims and to make good any losses, prospective losses, costs, attorney's fees, and other expenses which may result from the existence of such conditions.

§12.9 – Disputed Pay4 Requests. In the event Owner's Representative disagrees with or questions all or any portion of any pay request, the amount due to Design-Builder, or the sufficiency of the information and documentation submitted by Design-Builder, Owner's Representative shall notify Design-Builder in writing within ten (10) days of any request for payment by Design-Builder and Owner shall pay the undisputed parts of such pay request. If Owner's Representative and Design-Builder are able to agree on the amount due under the disputed part of any pay request, payment will be made to Design-Builder within the time provided by Paragraph 12.7 herein, or ten (10) working days after receipt of a new pay request representing the agreed amount, whichever is later.

§12.10 – Conditions Precedent to Payment. In addition to all other conditions contained herein, it shall be a condition precedent to any payment otherwise due hereunder that: (a) Design-Builder not be in material breach of this contract or in breach of any warranty made therein; (b) Design-Builder has submitted all monthly updated Construction Schedules, Monthly Reports, and SLHNP Expansion cost summaries required by this Contract; and (c) Design-Builder has submitted its pay requests and backup documentation in the time, form, and manner required by this Contract.

§12.11 – Non-Waiver of Claims for Defective Work. Neither entrance, inspection, nor use of SLHNP Expansion by Owner or its representatives nor any payment (whether final or otherwise) made by Owner shall be construed as an acceptance of defective or nonconforming Work nor shall such entrance, inspection, use, or payment release Design-Builder from any of its obligations under the Contract Documents.

ARTICLE 13
CHANGE ORDERS AND EXTRA WORK

§13.1 – Change Orders; General Terms. Change Orders must be signed by both Design-Builder and Owner to be effective and incorporated as a part of the Contract Documents and, notwithstanding this requirement, a Change Order shall not be effective until the date of its execution by the Owner. The following special conditions shall apply to Change Orders:

(a) *Extension of Time*: All such work shall be executed under the conditions of the Contract Documents as originally executed and no extension of time will be allowed unless it is shown to the reasonable satisfaction of the Owner that the change would cause a delay to the critical path of SLHNP Expansion.

(b) *Pricing*: In the event a change in the amount of the Guaranteed Maximum Price as set forth in Article 5 herein is requested by Design-Builder, the Design-Builder shall submit, along with the change order request or claim under Paragraph 14.2 herein, detailed information in accordance with Paragraph 13.2 herein, including billing statements, price quotes and receipts, 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 SLHNP Expansion, the Owner retains sole and unilateral discretion to approve a requested change in pricing by Change Order. It is the essence of this guaranteed maximum pricing contract that Design-Builder

agrees to perform whatever work is necessary to fully construct and timely deliver SLHNP Expansion to the Owner, suitable for occupancy and Owner's intended uses, regardless of whether Owner approves Design-Builder's requested change in pricing, so long as the Work performed is necessitated or reasonably implied by the scope of Work as created by the Design-Builder during the Design Phase of the Contract.

The Design-Builder will not be entitled to additional delay damages in the event the Contract is delayed as a result of a change except as approved through a Change Order executed in accordance with the terms of this Contract.

§13.2 – Increase or Decrease in Contract Amount. With each Design-Builder proposal for a change involving an increase or decrease in the amount of the Guaranteed Maximum Price, including a claim for Extra Work, the Design-Builder shall submit an itemized breakdown, to include but not be limited to the following, related only to this SLHNP Expansion:

(a) Material quantities and unit prices separated into trades.

(b) Labor costs.

(c) Construction equipment. and

(d) In the case of a proposal for an increase, overhead/fee, bonds and insurance (maximum 8% combined).

Provided that Design-Builder shall not be allowed an increase in the amount of the Guaranteed Maximum Price as set forth in Article 5 herein due to personnel, labor, and subcontractor price increases ***regardless of cause***. Further, Design-Builder shall not be allowed an increase in the amount of the Guaranteed Maximum Price due to contracting/employment decisions concerning subcontractors and subconsultants, either to engage or terminate the same, whether such decisions are made at the express recommendations or directions of Owner or otherwise. Design-Builder shall also not be allowed any materials amounts for items that may be directly purchased by Owner, nor shall Design-Builder be allowed any percentage mark-up for materials incorporated that are directly purchased by Owner.

§13.3 – Extra Work. The Design-Builder shall notify all Subcontractors of the following, which shall also apply to the Design-Builder.

(a) *Written Authority*: No claims for "Extra Work" will be allowed unless written authority has been obtained from the Owner. Should the Design-Builder or any Subcontractors start any "Extra Work" without having prior written approval, such work will be construed as part of the Work required under the Contract, and no claim for "extras" will be considered or allowed.

(b) *Claim Submission Required*: The Subcontractor shall submit any claims for "extras" or additions to the Design-Builder. The Design-Builder shall immediately submit justification to the Owner for consideration in accordance with Paragraph 14.2 herein.

(c) *Determination of Value*: The value of any Extra Work shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum; or

2. By unit prices named in the Contract Documents or subsequently agreed upon.

In the event the Design-Builder and Owner cannot agree on a fixed price for Extra Work, the Design-Builder shall complete the work and be paid at cost plus nine percent (9%). Alternatively, the Owner may elect to have another contractor perform that portion of the work affected by the change.

(d) *Work as Directed*: All Extra Work done shall be performed as specified by the Owner subject to and without waiving the provisions of Paragraph 5.8 of this Contract.

(e) *Payment for Special Items*: Payment for Special Items shall be made in the following manner:

1. *Materials.* The Design-Builder shall receive the actual cost of materials used as shown by the original receipted bills, to which an agreed-upon percentage mark-up shall be added, *provided* that Design-Builder shall not be entitled to any materials amounts for items that may be directly purchased by Owner, nor shall Design-Builder be entitled to receive any percentage mark-up for materials incorporated in the Extra Work that are directly purchased by Owner.

2. *Rentals.* The Design-Builder shall receive a reasonable rental rate for any special equipment or machinery required to perform the Extra Work (said rental rate shall be agreed upon in writing prior to performing the work, to which sum no percentage shall be added and said rental rate shall not exceed the lesser of rates charged by local rental agencies or as provided in the latest current construction equipment rental schedule as published by Associated General Contractors).

§13.4 – Owner's Right to Audit Books. The Owner will have the right to audit all requests for payment on a cost plus basis. The Design-Builder shall cooperate in all respects in providing all information needed to complete any audit.

§13.5 – Time and Material Report. The Design-Builder shall keep a careful record of all labor and material used in connection with the Work which shall be supported by a daily time and material report. Time and material reports shall be in addition to the Design-Builder's general SLHNP Expansion records. Time and material records must be made on the mutually agreeable proper form found in SLHNP Expansion Binder, and must be available to the Owner and Owner's representative at all times. All requests for payment for items other than lump sum items must be compiled from said records, broken down sufficiently to be checked by the Owner against the Design-Builder's Daily Record.

ARTICLE 14
CLAIMS BY DESIGN-BUILDER

§14.1 – Claims Generally; Contract Times. All claims against Owner or applications for an extension of any of the Contract Times shall be initiated by a written claim submitted by Design-Builder to the Owner's representative. Such claims shall be submitted to, and received by, Owner's representative not later than fourteen (14) days after the event, or the first appearance of the circumstances or conditions, giving rise to the claim, and same shall set forth in detail all known facts supporting the claim. Oral claim submissions even if documented by meeting minutes or otherwise, shall not satisfy this requirement and will not be considered. Submission of this written claim is a material condition of this Contract and failure to timely comply with this requirement will result in automatic denial of the claim regardless of the merits or substance. Design-Builder and Owner shall continue their performance under the Contract Documents regardless of the existence of any claims submitted by Design-Builder.

§14.2 – Claims for Additional Compensation. In the event Design-Builder seeks to make a claim for an increase in its compensation, and/or an adjustment of the Guaranteed Maximum Price, Design-Builder shall comply with the requirements of Paragraph 14.1 and such claim shall be made by Design-Builder before proceeding to execute any additional or changed work. Failure to satisfy this condition shall constitute a waiver by Design-Builder of any claim for additional compensation. Any liability of the Owner or Design-Builder for claims or damages from or against one another shall be limited to actual and reasonable direct costs incurred by the claiming party, except for Owner's damages resulting from Design-Builder's delays in achieving Substantial Completion, which damages shall be liquidated as provided in Paragraph 4.3(e) herein. In the event that the Design-Builder is delayed such that it cannot perform the work of SLHNP Expansion called for under the Contract Documents as the result of any act or omission by the Owner or an Owner-authorized person acting on behalf of the Owner, Design-Builder shall be entitled to recover damages for extended general conditions. **Other than as provided herein in this Paragraph, the Design-Builder will not be entitled to delay damages incurred as a result of delay, regardless of cause.** Provided further that Design-Builder specifically acknowledges that the start of construction and the Commencement of Construction Phase Work may be delayed up to sixty (60) days from date of execution of the Guaranteed Maximum Price Amendment due to outstanding regulatory approvals and the issuance of permits. Design-Builder waives any claims for additional compensation with regard to this delay pending receipt of written authorization from Owner allowing Design-Builder to purchase materials and equipment as required to mitigate escalation costs. In no event shall Owner be liable to the Design-Builder for any form of special, indirect or consequential damages of any kind, however the same may be caused, including, without limitation, the fault, breach of contract, tort (including the concurrent or sole and exclusive negligence), liability or otherwise of Owner or others. No change in Design-Builder's compensation, nor adjustment of the Guaranteed Maximum Price, shall be made except by Change Order issued in accordance with the terms of this contract.

§14.3 – Extensions of Time. In the event Design-Builder should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or an Owner-authorized

person acting in the Owner's behalf, or by Owner Directed Adjustment in the Scope of Work, or by any of the Acts of God enumerated in Paragraph 4.1 herein, the Substantial Completion Date, or as applicable, the date for Final Completion, may be appropriately adjusted by the Owner upon the written claim of the Design-Builder to the Owner. A "task is critical" within the meaning of this Paragraph if, and only if, said task is on the critical path of SLHNP Expansion schedule so that a delay in performing such task will delay the ultimate completion of SLHNP Expansion. Any claim for an extension of time by the Design-Builder shall comply with the requirements of Paragraph 14.1 above. If the Design-Builder fails to make such claim as required by this Article, any claim for an extension of time shall be waived. **Design-Builder shall not be entitled to delay damages, as a result of delay, regardless of cause, in the event Design-Builder fails to make a claim as required by this Article.**

§14.4 – Claims for Concealed or Unknown Conditions. In the event the Design-Builder discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of SLHNP Expansion, the Design-Builder's compensation and the Guaranteed Maximum Price may be modified, either upward or downward, upon the written claim made by either party within fourteen (14) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Design-Builder due to concealed and unknown conditions, the Design-Builder must give the Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Design-Builder to give the written notice and make the claim as provided by this Paragraph shall constitute a waiver by the Design-Builder of any rights arising out of or relating to such concealed and unknown condition.

ARTICLE 15
PAYMENT AND PERFORMANCE BONDS

§15.1 – Execution of Payment and Performance Bonds. Unless excluded by further Amendment to the Contract Documents, the Design-Builder submitting the successful bid shall furnish a satisfactory payment and performance bonds with a corporate surety insurer authorized to do business in the State of Florida within ten (10) calendar days from the date of the execution by Owner and Design-Builder of this Agreement. The bond shall be written for one hundred percent (100%) of the Guaranteed Maximum Price.

§15.1.1 – *Owner's Form.* The Owner shall provide the form for the performance and payment bonds for execution by the Design-Builder and the Surety in SLHNP Expansion Binder.

§15.1.2 – *Guarantee.* The performance and payment bonds shall be conditioned to both perform the Contract and guarantee payment of all legitimate invoices for labor and materials in the performance of the Work, including the warranty against faulty work and materials for a period of one year from the issuance of a Certificate of Final Completion and acceptance by the Owner.

§15.1.3 – *Surety Rating.* The performance and payment bond shall be acceptable

to the Owner only if the surety insurer is "rated" with a current Best's rating of Excellent (A or A-) or Superior (A+) and holds a current Department of the Treasury Certificate of Authority as Acceptable Surety with an underwriting limitation of at least two times the dollar amount of the contract.

§15.1.4 – *Execution by Surety.* All bonds must be executed under corporate seal of the surety insurer and countersigned on behalf of the surety by its qualified resident agent or attorney-in-fact with proof of power attached.

§15.1.5 – *Default.* In case of default on the part of the Design-Builder, actions for all expenses incident to ascertaining and collecting losses under the bond shall lie against the bond, including architectural, and legal services.

ARTICLE 16
DESIGN-BUILDER'S PERSONNEL AND SUBCONTRACTORS

§16.1 – Personnel. Design-Builder shall assign only qualified personnel to perform the Services. At the time of execution of this Contract, the parties anticipate that the individuals named in Exhibit 'B', attached hereto ("List of Key Personnel"), will perform those functions indicated. So long as the individuals named in Exhibit 'B' remain actively employed or retained by Design-Builder or its affiliates or subsidiaries, and Owner does not require removal as provided in Paragraph 16.2, they shall perform the functions indicated next to their names. Design-Builder shall not remove or substitute such personnel without Owner's written approval, which shall not be unreasonably withheld.

§16.2 – Removal of Personnel and Subcontractors. If, at any time during the course of SLHNP Expansion, Owner's Representative reasonably determines that the performance of any member of Design-Builder's staff or any of Design-Builder's Subcontractors or consultants working on SLHNP Expansion is unsatisfactory, Owner may, in writing, require Design-Builder to remove such staff member or terminate such Subcontractor or consultant from SLHNP Expansion immediately and replace the staff member, Subcontractor or consultant. Owner agrees to supplement the Guaranteed Maximum Price, by Owner-directed Change Order, with the reasonable amount of additional costs, if any, incurred by Design-Builder in replacing a Subcontractor or consultant only.

§16.3 – Employment Taxes. Design-Builder shall be responsible for payment of all unemployment compensation, social security, and other similar taxes and benefits covering its employees.

ARTICLE 17
INDEMNIFICATION

§17.1 – General Indemnity. For and in consideration of the sum of $500.00 which is deemed by Design-Builder to be included in payments received pursuant to the Guaranteed Maximum Price, Design-Builder shall indemnify and hold Owner harmless from and against any and all liability, claims, loss, damages, costs and expense, including attorneys' fees (including

attorney's fees on appeal) and expenses, and fees and expenses of experts, arising out of or resulting from any and all negligent, reckless, and/or intentional acts or omissions, or both, of Design-Builder, or other persons employed and/or utilized by the Design-Builder in the performance of this contract, including but not limited to Design-Builder's Subcontractors, and the employees, agents, and consultants of any of them. In the event Owner is alleged to be liable to any person or entity on account of alleged acts or omissions, or both, of Design-Builder, or other persons employed and/or utilized by the Design-Builder in the performance of this contract, including but not limited to Design-Builder's Subcontractors, or the employees, agents, and consultants of any of them, Design-Builder shall defend Owner against such allegations through counsel acceptable to Owner, and Design-Builder shall bear all costs, fees and expenses of such defense, including but not limited to, attorneys' fees and expenses, court costs, and expert witness fees and expenses, and any resulting settlement, judgment, or award. This duty to indemnify and defend Owner shall apply to, claims for bodily injury (including death), and for damage to or loss of property, and for environmental damage and liabilities, incurred or sustained by Owner or any third person. Design-Builder is not, however, obligated to indemnify Owner from or against Owner's own negligence. Should Design-Builder fail to perform its duties to defend and indemnify Owner as required herein, Owner may defend or settle such claims as it deems prudent, in exercise of reasonable judgment, and Design-Builder agrees to be bound by any such defense, settlement, judgment, or award that may result from such action by Owner. This indemnification to Owner is given by Design-Builder in accordance with §§725.06 and 725.08, Florida Statutes (2015). The monetary limit on the Construction Activities Indemnification given herein by Design-Builder, in accordance with §725.06(1), Florida Statutes (2015) shall be not less than One Million Dollars and no cents ($1,000,000.00), which sum is deemed by Design-Builder to have a reasonable commercial relationship to the performance of the Work and Services pursuant to the Contract Documents.

ARTICLE 18
INSURANCE

§18.1 – Insurance Requirements. Design-Builder shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the Owner, the types and amounts of insurance conforming to the minimum requirements set forth herein. Design-Builder shall not commence the work described under this contract until either (1) the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to, and approved by, the Owner; or (2) a program of self-insurance has been approved by the Owner. As evidence of compliance with the insurance required herein, the Design-Builder shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability, signed by an authorized representative of the insurer(s) verifying inclusion of the Owner and its members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to Owner, Design-Builder shall, within thirty (30) days after receipt of a written request from Owner, provide Owner with a certified copy or certified copies of the policy or policies providing the

coverage required herein. Design-Builder may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required herein.

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Owner.

Until such insurance is no longer required by this Contract, the Design-Builder shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation/Employers' Liability: Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$2,000,000	(Each Accident)
	$2,000,000	(Disease-Policy Limit)
	$2,000,000	(Disease-Each Employee)

Commercial General Liability: Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below.

The Owner and its members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$Nil
Medical Expense (any one person)	$Nil

Automobile Liability: Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the

performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

Additional General Conditions: The insurance or any self-insurance maintained in lieu of the required insurance, provided by the Design-Builder shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Owner shall be excess of, and shall not contribute with, the insurance provided by the Design-Builder.

Except as specifically authorized by Owner or otherwise specifically authorized in this Contract, no deductible or self-insured retention for any required insurance provided by Design-Builder pursuant to this Agreement will be allowed. Subject to the approval of the Owner for which such approval shall not be unreasonably withheld by the Owner, the Design-Builder may be permitted to meet the above described insurance requirements through the use of self-insured retentions, deductibles or other form of self-insurance. Provided however that, to the extent that the Design-Builder is permitted to utilize self-insured retentions, deductibles or other form of self-insurance for any required insurance coverage, the Design-Builder shall retain the risk of any uninsured loss, which would have been recoverable under the required insurance, and will continue to be responsible for paying any amounts which would be or would have been payable under the required insurance policies as if such policies had been purchased and kept in force by the Design-Builder without any applicable self-insured retention, deductible or other form of self-insurance. This obligation to pay amounts which would have been payable under the required insurance shall include any obligation to extend such coverage to the Owner as an additional insured.

Compliance with these insurance requirements shall not limit the liability of the Design-Builder. Any remedy provided to the Owner by the insurance provided by the Design-Builder shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Design-Builder) available to the Owner under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Design-Builder shall relieve the Design-Builder from responsibility to provide insurance as required by this Contract.

Certificates of Insurance must be completed as follows:

Certificate Holder:

City of Winter Haven
Attn: Risk Manager
451 Third Street NW
Winter Haven, FL 33831

Additional Insured on the Commercial General Liability:

"City of Winter Haven and its officials, officers and employees."

§18.2 – Professional Liability Insurance. Design-Builder shall provide, on a form acceptable to Owner, professional liability insurance which shall cover Design-Builder for those sources of liability arising out of the rendering or failure to render professional services in the performance of the work including any hold harmless and/or indemnification agreement. Design-Builder shall provide and maintain such professional liability insurance from the inception of services and until completion of all work required under this Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be One Million Dollars and no cents ($1,000,000.00) Each Claim/Annual Aggregate. The maximum allowable deductible shall be Twenty Five Thousand Dollars and no cents ($25,000.00) Each Claim.

If Design-Builder subcontracts any of the work, the selected firm shall either include the Subcontractors in Design-Builder's coverage or require the Subcontractors to maintain Professional Liability coverage as described herein.

§18.3 – Builder's Risk Coverage. Design-Builder shall procure a policy of "Builder's Risk Coverage" from an insurer licensed to do business in the State of Florida, naming the City of Winter Haven as an additional insured, which shall include the perils of fire, extended coverages, vandalism, and malicious mischief. This coverage shall be maintained at one hundred percent (100%) of the value at risk for the full term of construction and until accepted by the Owner. Owner shall provide Builder's Risk coverage for all materials purchased through Owner's Direct Purchase Program in accordance with requirements to qualify for state sales tax savings.

(a) Builder's Risk coverage is required on all new building construction including additions to existing buildings.

(b) The Owner will provide coverage for remodeling or renovation work to protect only the Owner against loss caused by perils of fire, vandalism, malicious mischief and those included in extended coverage to the full insurable value thereof.

(c) For projects involving both new construction and remodeling or renovation, the Design-Builder is required to provide Builder's Risk coverage for the new construction portion of the Work.

(d) For remodeling or renovation work, the Design-Builder is required to provide an "installation floater" or other insurance coverage suitable to the Owner for protection of materials and equipment in transit and in storage at the site or other locations until said materials and equipment become incorporated into the Owner's existing structure.

The Design-Builder shall furnish the original policies or standard form of certificates to the

Owner prior to commencing work under the Contract as evidence of the required insurance coverage outlined in the Contract Documents, together with assurance that said insurance coverage shall not materially change, lapse or be canceled during the work covered thereby without giving the Owner thirty days written notice of the intention to change, lapse or cancel same.

ARTICLE 19
SUSPENSION OF WORK

§19.1 – Suspension of Work. Owner may for any reason whatsoever suspend, in whole or in part, performance of the Work and Design-Builder's performance under this Contract. Owner's Representative shall give written notice of such suspension to Design-Builder specifying when such suspension shall be effective and the scope of the Work and the Services affected by such suspension.

§19.2 – Ceasing Performance upon Suspension. From and upon the effective date of any suspension ordered by Owner, Design-Builder shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the suspended portion of the Work or the Services. From and upon the effective date of any suspension ordered by Owner, Design-Builder shall cease performing Services under this Contract, and shall cause all Subcontractors to cease performing Work, related to the suspended portion of the Work or the Services, and shall utilize its best efforts to mitigate its costs resulting from the suspension.

§19.3 – Resumption of Work after Suspension. If Owner lifts the suspension it shall do so in writing signed by Owner, and Design-Builder shall promptly resume performance of the Services and cause the Subcontractors to resume performance of the Work, unless, prior to receiving the notice to resume, Design-Builder has exercised its right of termination as provided in Paragraph 20.8 herein.

§19.4 – Claim For Costs of Suspension. In the event the suspension or termination is not caused by the failure of the Design-Builder to comply with the terms of this Contract, within twenty (20) days after either the resumption of the suspended portion of the Work or Services or the termination of this Contract by Design-Builder pursuant to Paragraph 20.8, Design-Builder shall submit an itemization of the following cost items reasonably and necessarily expended by Design-Builder as a direct result of the suspension, together with pricing or other data required by Owner's Representative:

(a) Salaries of Design-Builder's home or branch office employees, or both, but only to the extent that such employees were directly impacted by said suspension;

(b) Salaries of Design-Builder's field employees, costs of construction tools, equipment, and field office costs;

(c) Subcontract costs reasonably and unavoidably incurred on account of the suspension;

(d) Any other items directly related to the suspended part of the Services or the Work.

Design-Builder's failure to provide such itemized information within such twenty (20) day time period shall constitute a waiver of any claim to compensation relating to the suspension of Design-Builder's work under this Contract. Owner shall promptly review Design-Builder's itemization and shall issue a Change Order providing for payment to Design-Builder of such amounts, and only such amounts, listed above as may be due on account of the suspension and increasing the Guaranteed Maximum Price by like amount. In no event shall Design-Builder be entitled to lost profits, other consequential damages, delay damages or any items of damage related to or resulting from a suspension of the Services or of the Work except for those items enumerated in this Paragraph. For each day SLHNP Expansion is suspended, Design-Builder shall be entitled to the same number of additional days to complete SLHNP Expansion, *provided that* Design-Builder will not be entitled to additional compensation if suspension or termination is caused by the failure of the Design-Builder to comply with the terms of the Contract.

ARTICLE 20
TERMINATION

§20.1 – Termination for Convenience. 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.

§20.2 – Ceasing Performance upon Termination. From and after the effective date of any termination for convenience, Design-Builder shall not incur, nor permit any Subcontractor to incur, any further expense or obligations in connection with the terminated portion of the Work or Services. From and after the effective date of any termination for convenience, Design-Builder shall cease performance and cause the Subcontractors to cease performance, to the extent of the terminated portion of the Work or Services. In the event of termination of this Contract for convenience, Design-Builder shall terminate outstanding Subcontracts and purchase orders related to the terminated portion of the Work or Services unless directed to do otherwise in writing by Owner. Owner may direct Design-Builder to assign, and Design-Builder hereby agrees to assign Design-Builder's right, title and interest under open or terminated Subcontracts to Owner or its designee. Unless directed otherwise in writing by Owner, Design-Builder shall settle the liabilities and claims arising out of the termination of the Subcontracts. If requested in writing by Owner, Design-Builder shall vacate SLHNP Expansion site immediately.

§20.3 – Submission of Termination Claim. In the event of termination of all or any part of the Services, the Work or this Contract for convenience, Design-Builder shall, within ninety (90) days after the effective date of termination, submit a written notice of claim to Owner specifying the amounts due because of the termination together with costs, pricing, and other supporting documentation or data required by Owner's Representative. Design-Builder's failure to file a notice of claim within such ninety (90) day period shall constitute a waiver of any claim to compensation relating to the termination. If a proper termination claim is submitted, then Owner shall pay Design-Builder an amount derived in accordance with Paragraph 20.4 herein. Claims submitted under this Article shall not be subject to the procedure set forth for Claims in Article 14.

§20.4 – Compensation for Termination for Convenience. As full compensation due to Design-Builder for any termination for convenience, including any amounts due to a Subcontractor on account of such termination, Owner shall, pay Design-Builder the following amounts:

(a) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to the order of termination;

(b) The unpaid portion of Design-Builder's profit earned to the date of termination as determined by the terms of Paragraph 12.1 herein;

(c) If it appears that the Design-Builder would not have profited, would have sustained a loss, or that its fees would have been diminished if the entire Contract would have been completed, no fees shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any, notwithstanding the provisions of subparagraph (a) and (b) of this Paragraph.

(d) The total sum to be paid the Design-Builder under this Paragraph shall not exceed the Guaranteed Maximum Price, as properly adjusted, reduced by the amounts of payments otherwise made, and shall in no event include duplication of payment.

Provided, that in no event shall Design-Builder be entitled to recover from Owner, on its own account or on behalf of a Subcontractor, lost profits or other consequential damages, whether its own or those of a Subcontractor, on account of a termination for convenience or an erroneous termination for cause, as described below.

§20.5 – Termination for Cause. If Design-Builder refuses or fails to perform its Services and duties under this contract in a timely manner, supply enough properly skilled supervisory personnel, labor or proper equipment or materials, make prompt payment to its Subcontractors, suppliers, employees, or consultants, or comply with Applicable Laws, or if Design-Builder is otherwise guilty of a material breach of any of the terms of the Contract Documents or any warranty made herein, then Owner may, after ten (10) days written notice of default, and without prejudice to any other right or remedy, terminate the Contract with Design-Builder, in whole or in part, and take possession of SLHNP Expansion site, the Contract Documents, Subcontracts, SLHNP Expansion documentation in the possession of Design-Builder, and all equipment and materials at the site.

§20.6 – Erroneous Termination for Cause. In the event the Contract with Design-Builder is terminated by Owner for cause and it is subsequently determined by, a court or other tribunal of competent jurisdiction, that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 20.1 and the provisions of Paragraph 20.4 regarding Convenience Compensation shall apply.

§20.7 – Completion by Owner and Survival of Obligations. Following any termination, whether for convenience or for cause and whether in whole or in part, Owner may complete the

terminated portion of the Work and the Services by whatever means Owner deems most expedient. Design-Builder's obligations and all provisions of this Contract shall continue in full force and effect as to all Work or Services performed prior to the effective date of the termination and as to that portion of the Work and Services not affected by the termination.

§20.8 – Design-Builder's Right to Terminate. The Design-Builder may stop work or terminate the Contract under the following conditions:

(a) *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.

(b) *Owner's Action.* Should the work be stopped through act or neglect of the Owner for a period of twenty-one days or more.

(c) *Failure to Pay.* Should the Owner fail to pay the Design-Builder any approved payment within fifteen days after it is due.

In the event that Design-Builder stops the work due to any of the above events, the Design-Builder shall give seven days written notice to the Owner and recover from the Owner payment for all work executed which shall include losses sustained and reasonable profits.

ARTICLE 21
ENVIRONMENTAL CONSIDERATIONS

§21.1 – Environmental Licenses, Certifications, & Permits. Design-Builder covenants and agrees that during the term of the Contract and any extensions or renewals thereof, all of its employees, agents, representatives, and Subcontractors, if any, performing Work will have the requisite skills, licenses, certifications, training, permits and the like mandated by all applicable federal, state and local governing authorities with jurisdiction over environmental matters. Design-Builder agrees to provide to Owner's Representative evidence of compliance with the requirements of this Paragraph upon demand.

§21.2 – Environmental Laws. Design-Builder, its Subcontractors, representatives, employees, and/or agents shall comply with all federal, state, and local laws, rules, and ordinances relating to environmental protection governing the Work.

§21.3 – Termination. Design-Builder agrees that a material breach of any of the terms, conditions, and obligations of this Article would be detrimental to Owner, a material breach of this Contract and grounds for Owner's immediate termination of the Contract.

§21.4 – Application with Other Provisions. The provisions of this Article shall operate in addition to, and not in limitation of, any other obligations contained in the Contract Documents.

§21.5 – Existing Site Conditions. Notwithstanding any provision of this Contract to the contrary, Design-Builder is not assuming or otherwise agreeing to be responsible for any obligation or liability that is attributable to or caused by any subsurface soil condition that exists

as of the date of this Contract and is not discovered by examination by Design-Builder during the Design Phase. Owner shall be responsible for any loss or damage resulting from any such undiscovered condition.

ARTICLE 22
MISCELLANEOUS

§22.1 – Design-Builder shall maintain a website accessible by the public with updates on the design and construction status for SLHNP Expansion during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Design-Build Contract as of the date first above written.

WHITEHEAD CONSTRUCTION INC.,
a Florida corporation

Signature _____

Printed Name: E. Ryan Whitehead

Title: President

Federal Tax ID Number:591394761

CITY OF WINTER HAVEN, FLORIDA

BY: _____
T. Michael Stavres, City Manager

ATTEST:

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
Frederick J. Murphy, Jr., City Attorney

WINTER HAVEN
The Chain of Lakes City
Office of Procurement

July 25, 2023

REQUEST FOR QUALIFICATIONS
RFQ-23-41

Sealed responses will be received by the City of Winter Haven until **2:00 P.M., August 28, 2023, at our online solicitation platform,** for the following:

Design Build Services – South Lake Howard Nature Park Expansion

A public bid opening will be held immediately following the 2:00 deadline via Zoom at the following link:

https://us06web.zoom.us/j/89782610493?pwd=Y2U0Y0NneTZQOWEzdE0rZWtXU1pzQT09

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed.

Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions concerning this bid must be submitted on or before **2:00 p.m.**, **August 17, 2023**, to Andy Palmer apalmer@mywinterhaven.com Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFQ, requirements, and any other documents prepared for this bid. **W-9** should be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

THIS SOLICITATION WILL FOLLOW THE REQUIREMENTS OF FLORIDA STATUTE 287.055 TERMED THE "CONSULTANTS' COMPETITIVE NEGOTIATIONS ACT (CCNA)". IN COMPLIANCE WITH THE FLORIDA CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA), (CHAPTER 287), RATES SHALL NOT BE INCLUDED IN THIS PROPOSAL.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above.

Sincerely,
CITY OF WINTER HAVEN
Bethany Owen
Bethany Owen
Procurement Manager

LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS
RFQ-23-41

The City of Winter Haven will receive Sealed Bids until **2:00 P.M. August 28, 2023** for:

Design Build Services – South Lake Howard Nature Park Expansion

Prospective bidders may obtain copies of the Invitation to Bid from the following website:
https://app.negometrix.com/buyer/690

Advertise: July 26

City of Winter Haven

REQUEST FOR QUALIFICATIONS

Design Build Services
for
South Lake Howard Nature Park Expansion

PROJECT No**. RFQ–23-41**

1.0 INTRODUCTION

1.1 The City of Winter Haven (CITY) is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and construction of "South Lake Howard Nature Park Expansion". The estimated commencement for the project (design) is anticipated to start by mid-2023 and Construction will commence immediately upon agreement on the design, Guaranteed Maximum Price and grant timing.

1.2 The project information included in this RFQ Submittal is preliminary in nature. There is no work guaranteed as a result of being shortlisted or top-ranked through this solicitation.

1.3 All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.

2.0 BACKGROUND

2.1 The City of Winter Haven completed South Lake Howard Nature Park (SLHNP) in April, 2001. The park features several stormwater ponds that were designed to provide treatment for stormwater/runoff before it discharges into Lake Howard. The park was developed around the stormwater components and includes a loop trail system, boardwalks, educational signage, site amenities, restrooms and picnic areas. This has become one of the City's most popular parks and trails. The park also serves as a natural habitat for migrating birds and other animals.

As part of the City's long-term trail and park planning, an adjacent 8.06-acre parcel was purchased in 2021 to expand the stormwater system, trail system and park. The subject parcel housed a local radio station including a building and broadcast antenna. The antenna has since been removed from the site, however, some underground wiring and cement footers remain. The 2,341 sq-ft building remains on-site. The parcel is uniquely situated between the existing park, adjacent roadways and neighborhoods, and is comprised of both upland and wetland habitats.

This project is designed to make both stormwater and recreational improvements to the above referenced parcel and other adjoining City-owned and controlled parcels and right-of-ways. These improvements will be geared towards affecting water quality improvements to Lake Howard, providing recreational and educational opportunities to park users, and fulfilling requirements of current and future project grants.

2.2 The CITY has tentatively opted to use the "Qualifications-Based Selection" Design-Build process for the delivery of design services and construction services for this project. For information, the Design Criteria Package is included with this request.

2.3 The CITY proposes to select a highly qualified Design-Build team for the design and construction of the project. The selected firm should be willing and able to provide reasonable proposals within short time frames and should be prepared to commence and complete the work in accordance with the City's required schedule.

2.4 Project Location

The project site is located within Section 30, Township 28, Range 26, Winter Haven, Polk County, Florida. Most improvements are anticipated to be made on the primary (8.06 acre) parcel that adjoins SLHNP. However, some improvements may be made to surrounding parcels, including the existing and future City-owned parcels and right-of-ways. (See Attachments B & C)

Primary Expansion Parcel:	262830000000023020
Existing Park Parcels:	262830000000023010
	262830000000023040
	262830000000042010
	262830000000023030

2.5 Project Description

The primary scope of this design/build project is to expand the stormwater and recreational components at existing South Lake Howard Nature Park (SLHNP) to encompass an adjoining 8.06-acre parcel that was recently purchased by the City of Winter Haven.

Desired improvements to the parcel(s) are divided into four phases which may or may not occur simultaneously. The City reserves the right to determine the order and timing of each phase:

1) Phase 1. Environmental Improvements: Design and build new infrastructure to enable the decommissioning of a nearby elliptical stormwater pipe that discharges into Lake Howard. This infrastructure should feature connectivity to the existing stormwater system at SLHNP and be designed to reduce the discharge of phosphorus, nitrogen, and solids into Lake Howard. These may include but are not limited to:

    a. Raingardens
    b. Bio-swales
    c. Pervious pavement
    d. Rainwater cisterns
    e. Functional wetlands
    f. Bioreactors
    g. Other low impact development (LID) methods and features

2) Phase 2. Recreational Improvements: Design and build recreational elements with connectivity to SLHNP and compatibility with the environmental improvements conducted on-site. These recreational elements should complement the natural resource elements of the park. These may include but are not limited to:

a. Outdoor classroom
b. New fishing pier
c. Trailhead/parking area
d. Playground
e. Kayak launch/boating facilities
f. Exercise trail
g. Disc golf
h. Nature trail
i. Picnic area
j. Educational signage
k. Transformation of existing building into offices/education center
l. Site amenities and landscaping

*** Phase 2 elements are described as per the requirements of the Florida Recreation Development Assistance Program grant. While the City does have flexibility through the design process to the layout of these, it will be important to ensure that these elements are included. ***

3) Phase 3. Architectural Component: Examination of the former "Radio Station Building" located on the project property and determination of feasibility for turning the location into office spaces/educational center. The successful Design Build Team will first work with the City Team on potential uses/layouts & cost estimates for renovation of the building. Once a specific concept and budget is determined for Phase 3, the Design Build Team should design and construct the necessary improvements for the building based on the approved concept plan. Based on the best course of action determined by the City and Design Build Team, the design and construction component may or may not run concurrently with Phases I and II.

4) Phase 4. Connections & Offsite Improvements. The City may elect to construct connecting storm water, pedestrian and vehicular infrastructure improvements as part of phase 4 which connect to and through the subject site.

2.6 Additional Scope Items

- Public Involvement: This project will require various periods of public involvement. The project site is located at SLHNP, which is used by active and vocal community members with a vested interest in the outcome of this project. The DB Team is expected to work with City Staff to hold a series of engaging open houses, design charrettes and informational meetings throughout the design process.
- It will be the contractor's job to perform all work necessary to complete this job. This will include all survey work (City to provide as-builts from previous projects); all engineering; drawings; cost estimates; permitting; and work.

- Contractor team should be expected to identify all necessary onsite infrastructure upgrades if necessary including water, sewer, stormwater, power, fiber, etc… These upgrades and costs should be incorporated into the overall project.
- At a minimum, the DB team shall include a general contractor, engineering/survey team and landscape architects. All disciplines including the GC should have previous experience with park building and stormwater design.
- Schedule – Concept plan work should be completed no later than the end of 2023 with construction anticipated to commence by Spring 2024.
- As practical and applicable with the project, the team should take into account appropriate elements of Community and City Planning Efforts including but not limited to the; One Water Master Plan; 2011 Pedestrian Infrastructure Master Plan; Age Friendly Winter Haven Plan; SMART City Initiatives, etc…
- The project is located adjacent to a CSX Railway. The City wishes to celebrate the history of railroad and its significance to this community. It is the desire of the City in collaboration with the successful design build team to creatively incorporate railroad theming and history into elements of this project.

Project Cost Estimate and Design and Construction Schedule

- The current allocated funds for design and construction of this project are approximately $1.30 Million US dollars. Design is anticipated to commence in 2023 followed by construction in late 2023. The project will partially be funded through grant funding. Specific components and phases are tied to various grants. Phase I Environmental Components will be partially funded through the Heartland Headwaters Protection and Sustainability Act. Phase 2 Recreational Components is partially funded through a Florida Recreational Development Assistance Program Grant. The successful Design Build Team will be required to assist the City in necessary compliance, reporting and other management aspects of grants as they relate to the project.

3.0 RFQ PROCESS

3.1 The selection process will involve a staged proposal review to minimize Proposers' costs in preparing initial qualification proposals and expedite the review process. Interested Proposers will initially submit a written qualifications proposal (in response to this RFQ Submittal) which will be the basis for ranking.

3.2 The CITY will use a Professional Services Committee (PSC) for recommendations in the design-build selection process. The PSC will consist of the following members or their designee:

1) Dustin Everitt, Natural Resources Manager
2) Andy Palmer, Park Planning & Strategic Initiatives Manager
3) Julie Adams, Parks, Recreation and Culture Director
4) Brittany Hart, Interim Public Works Department Director
5) Amin Hanhan, City Engineer
6) Sean Byers, Planning Manager
7) Nathaniel J. Birdsong, Jr., City Commission Liaison

3.3 The intent of the qualifications proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing, organizational structure, understanding of the project, and approach to completing the proposed project.

3.4 If determined to be necessary by the PSC, based upon a review of these qualification proposals, a minimum of the top three ranked teams/firms may be requested to make oral presentations to the PSC regarding their qualifications, approach to the project, and ability to furnish the required services. If written submittals and rankings are satisfactory to the PSC, the City reserves the right to make a recommendation for award solely based on the written responses and rankings.

3.5 After review of the proposals, rankings and oral presentations if deemed necessary, the PSC will recommend the list of the ranked Proposers and submit its recommendations to the City Manager. The City Manager should then finalize the ranking and publish same in accordance with applicable City and State procurement requirements. Thereafter as the City Manager deems appropriate, he will submit his recommendation as to the rankings to the City Commission for their review and approval/award. After City Commission approval/award of the rankings, the City Manager or his designee will engage in competitive negotiation with the top-ranked firm/team in order to negotiate an Agreement in good faith, (i.e. establish terms of the work, the guaranteed maximum price for the work and the guaranteed dates of substantial and final completion) and then make and submit said Agreement to the City Commission for review and approval.

3.6 If in the sole judgment of the CITY, a contract cannot be successfully negotiated with the City Commission's top-ranked firm, negotiations with that firm will be formally terminated and negotiations should begin with the City Commission's second-ranked firm. If a contract cannot be successfully negotiated with the City Commission's second-ranked firm, negotiations with that firm will be formally terminated and negotiations should begin with the City Commission's third-ranked firm. **The CITY reserves the right to negotiate any element of the proposal and terms in the best interest of the CITY.**

3.7 Firms (including shortlisted firms) will not receive any stipends or compensation for their proposals provided under this solicitation.

4.0 INSTRUCTIONS FOR SUBMISSION OF QUALIFICATION PROPOSALS

4.1 Firms interested in the above project should submit a Statement of Qualification (SOQ) which includes a cover letter and detailed qualifications for the scope of work of approximately 20 pages in length (excluding resumes). Brevity is encouraged. Resumes for Key team members, organizational chart and City forms should be incorporated as an appendix.

5.0 RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST

For the development of rankings, a rating system will be utilized by the CITY'S PSC to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal should address the following criteria:

		Maximum Points
1.	General Information	5 Points
2.	Experience and Qualifications of Firm/Team	30 Points
3.	Experience of Key Personnel to be assigned to this Project	30 Points
4.	Understanding of the Project and Approach to Performing the Required Services	15 Points
5.	Intent/Capacity to affect the local economy through the use of local labor, vendors, sub-contracts, and resources	10 Points
6.	Organizational Resources	10 Points
	TOTAL POSSIBLE POINTS	100 Points

Each criterion is further described below. Proposers should provide responses and information sufficient for evaluation under the pertinent rating system described below. The CITY reserves the right to request additional information from Proposers subsequent to the receipt of proposals.

5.1 General Information (5 Points):

5.1.1 Provide a general description of the firm and/or team that is proposing to provide design build services. Explain the legal organization of the proposed firm or team.

5.1.2 List the Florida professional (Landscape Architect, Engineer, General Contractor, etc.) and applicable licenses held by the firm/team and the key personnel who will be assigned to this project. Each prime consultant/contractor should be listed. All primary members of the DB Team including landscape architect, architect (if applicable), engineering and GC should have previous experience with similar projects.

5.2 Experience and Qualifications of the Firm/Team (30 Points):

5.2.1 Identify at least three comparable projects in which the firm served as either Construction Manager at Risk, agency Construction Manager during design and construction periods (without providing construction services), Design Builder or General Contractor. Special consideration will be given to firms that have provided Construction Manager at Risk or Design Build services on similar successful projects. Please note that each primary member of the DB Team should have previous experience with similar projects.

For each project identified, provide the following:

a. Description of project including initial budget and timeline.

b. Role of firm (specify whether Construction Manager at Risk, Construction Manager, Design-Builder or General Contractor). If Construction Manager at Risk, Design Builder or General Contractor, identify percentage of work self-performed. Also specify services provided during design period (i.e. cost estimating, scheduling, value engineering, etc.).

c. Project's final construction cost.

d. Construction completion date.

e. Project owner.

f. Reference information, per project (one current contact name and title with telephone number, fax number and e-mail address).

5.3 Experience of key personnel to be assigned to this project (30 points):

5.3.1 Provide an organization chart showing key personnel that will be associated with this project. Include a resume for each key person identified.

5.3.2 List any proposed Design Builders, including key staff names and the experience and qualifications of these individuals.

5.4 Understanding the project and approach to performing the required services (15 points):

5.4.1 Describe your firm's project management approach and team organization during design and construction services. Describe systems used for planning, scheduling, estimating and managing construction. Describe the firms approach to customer communication throughout the project. Briefly describe the firm's experience on quality control, dispute resolution, and safety management.

5.4.2 Discuss the major challenges your team has identified on this project and how you intend to address those issues.

5.5 Intent/Capacity to affect the local economy through use of local labor, etc. (10 points):

5.5.1 The City desires strong local participation on this project. Describe your firm's approach to maximize utilization of local resources, to include as minimum, local suppliers, equipment providers, subcontractors, and laborers. Identify the location of the firm's principal office and the home office location of key staff on this project. Identify local (i.e. presently living or relocating to the area) vs. non-local staffing of your team, and the percent of your work expected to be done locally.

5.6 Organizational resources (10 points):

5.6.1 As part of the evaluation process, the City has the responsibility of taking into account the size and complexity of the project under construction and be assured that the Design Builder has the organizational and financial resources required to successfully deliver this project. Please describe your operational stability, corporate financial resources, bonding capacity and insurance limits.

5.6.2 Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

6.0 RISK

6.1 Proposers responding to this Request for Qualifications do so at their sole expense and risk. Subsequent to the issuance of this Request for Qualifications, the CITY reserves the right to:

- Make changes to the RFQ;
- Cancel this RFQ;
- Request clarifications;
- Negotiate modifications to proposals;
- Reject any and all proposals for any reason whatsoever; and
- Proceed with alternative project delivery methods if so desired by the City.

No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or ranked for this project.

7.0 CLARIFICATIONS AND ADDITIONAL INFORMATION

7.1 The City reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the Professional Services Committee may consider any further elaboration by the Proposers of any information previously submitted.

8.0 CONTACT WITH CITY OFFICIALS AND EMPLOYEES

8.1 All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Professional Services Committee, the Mayor, Commissioners, City Manager's Office, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process.

9.0 PARTNERSHIP / CORPORATIONS / AGENTS

9.1 When a Proposer is a partnership or joint venture, the Proposal should be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements should be included as part of the proposal.

9.2 When a Proposer is a corporation, the authorized corporate officer signing the Proposal should set out the corporate name in full beneath which said officer should sign his/her name and give title of his/her office. The Proposal should also bear the seal of the corporation.

9.3 Anyone signing the Proposal as officer or other agent should file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited

partnerships should furnish a duly executed certificate of status from the Florida Department of State.

9.4 The person(s) signing each Proposal should certify under oath on the attached Certification form **(Attachment A)** that the information contained in the Proposal is true and accurate. Each Proposer understands, by submitting a Proposal that the Professional Services Committee will rely in part on such certification in selecting the short-listed firms.

9.5 Failure to submit documents requested above with the proposal or within 24 hours of request made by the CITY may be the basis for rejection of the Proposal. Such documents must be effective as of the date of the proposal.

9.6 Short-listed Proposers will be required to show evidence of having filed with the State of Florida for registration of their Design-Build entity within 15 days of announcement of the short list.

10.0 CHANGES IN PROPOSER ENTITY/TEAM

10.1 The Proposer is responsible to promptly notify the City as to any change in the information in its submitted proposal. Failure to inform the City within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the project.

10.2 Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and should be clearly identified by the Proposer; and the reasons for the changes should be provided.

10.3 Decreases in scoring may result from the reconsideration of changes in the project team. No increases in scoring will result from the reconsideration of changes in the project team.

11.0 ASSIGNMENT OR TRANSFER

11.1 The selected Proposer should be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City of Winter Haven has sole discretion whether or not to consent to any contemplated assignment.

12.0 REQUEST FOR INFORMATION / CLARIFICATION

12.1 Any firm requesting additional information and/or clarification relating to this project should direct such request to:

Andy Palmer
Parks Planning & Strategic Initiatives Manager
City of Winter Haven Parks, Recreation, and Culture Department
apalmer@mywinterhaven.com

13.0 REQUIRED INDEMNIFICATION

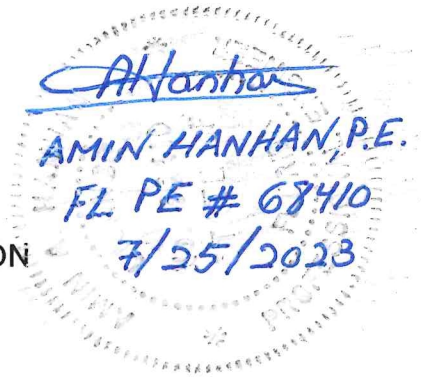
13.1 The DESIGN BUILDER shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the DESIGN BUILDER and other persons employed or utilized by the DESIGN BUILDER in the performance of the contract.

14.0 PUBLIC RECORDS

15.1 Pursuant to F.S. §119.071(1)(b)1. a., sealed responses to this RFQ are exempt from the public inspection and copying requirements of Chapter 119, Florida Statutes until such time as the announcement of a decision based on the qualification proposals or within 30 days after proposal opening date, whichever is earlier.

DESIGN CRITERIA PACKAGE

REQUEST FOR QUALIFICATIONS
DESIGN-BUILD SERVICES
FOR
SOUTH LAKE HOWARD NATURE PARK EXPANSION
PROJECT No. **RFQ–23-41**



PART 1. PROJECT INFORMATION & GENERAL SCOPE

Introduction

An integral component of the City's economy is a vibrant and thriving downtown that provides the citizens with broad business, social and artistic choices and activities. Winter Haven's central geographic location between the Tampa and Orlando areas has attracted a variety of new businesses and industries, which in turn positively impact residential growth. A primary selling point for current and future residents is the high quality of life and abundance of recreational outlets. These recreational outlets are also becoming more sought after by tourists visiting the City in concert with their vacations to LEGOLAND Florida.

The City of Winter Haven is interested in receiving qualifications from experienced design-build teams for the delivery and furnishing of all necessary materials, labor, equipment, and professional services for the design and renovation of the proposed South Lake Howard Nature Park Expansion.

Design Criteria

- All survey, engineering, architecture and landscape architecture needed
- Renderings and exhibits at concept and final plan progress stages to be utilized for publicity and public involvement purposes
- Site Development
- City of Winter Haven Unified Land Development Code as applicable
- City of Winter Haven Technical Standard Specifications
- Stormwater Management per the City's and SWFWMD rules, and regulations as applicable
- FDEP and Polk County Health Department rules and regulations as applicable
- Any rules and regulations from other authority's having jurisdiction
- Successful DB Team shall coordinate with City Staff during the design process for specific specialty items including but not limited to irrigation, shade structures, landscaping, site amenities and other project elements as needed

Building Code

- Prevailing Florida State Building Code.
- Polk County Health Department

PART 2. DESIGN-BUILDER (DB) RESPONSIBILITIES

A. Design Services

1. General

The DB shall provide design services to accomplish the work contained in this RFQ. This includes providing survey, civil engineering design for all site work and permitting with the South West Florida Water Management District (SWFWMD) and the City, providing all Landscape Architecture, Architectural, Mechanical, Electrical, Soil Sciences, and Structural engineering services (drawings and corresponding specifications) and permitting with the City's Building and Permitting Division as applicable. Additionally, the DB Team will be expected to assist with public engagement in a variety of settings. These will include specific user groups & stakeholders to community open houses. The DB Team is encouraged to list their previous experience in public engagement as it relates to municipal recreation projects. A variety of public engagement approaches may be considered including but not limited to virtual, in person and a hybrid approach. The DB shall be the single point of contact for all design services. The DB shall obtain such additional geotechnical and related information that it deems necessary for performance of the work.

2. Design Review and Recommendations

The DB shall provide progress review sets at 30%, 60%, 90%, and 100%. The design shall comply with all applicable federal, state, and local (City) codes and requirements. The DB shall make recommendations with respect to the selection of systems and materials and cost reducing alternatives through a Value Engineering process. The DB shall also ensure the constructability of the project during the design and review process. In addition to City reviews, the DB shall submit the plans to the necessary permitting agencies including the City for site plan reviews at the necessary progress intervals. An appropriate contingency shall also be incorporated into the design estimates for both the environmental and recreational phases.

3. Permitting

The DB shall prepare all applications, data, and drawings required by permit agencies and shall be responsible for obtaining all necessary permits, including required fees.

B. Construction

1. General

The DB shall be responsible for performing the traditional duties of a General Contractor throughout the performance of the work and warranty periods.

The DB shall coordinate and ensure all work is in accordance with the design documents provided by the designer and as approved by the City. The DB will resolve and be responsible for conflicts between the design and actual on-site conditions.

The DB is to ensure that the project is completed in accordance with the plans and specifications and requirements of the City. The DB shall be responsible to the Parks, Recreation & Culture Department Director or their designee for all aspects of the project.

2. Supervision

2.1 The DB shall assign a Project Manager to this job, who shall be responsible for all project activities from design through construction including coordination with the Owner, Regulatory Agencies, other Prime Contractors, etc.

2.2 Design/Builder shall assign an on-site, full-time superintendent solely for this project.

3. Temporary Facilities and Controls

3.1 DB shall provide temporary facilities and controls needed for the Work including but not limited to:

a. Telephone service for the Design/Builder office trailer.
b. Portable sanitary facilities located on the site for Design/Builder personnel only.
c. Field offices/sheds for Design/Builder construction and office personnel.
d. Temporary electric power and lighting connection to an existing supply within 25' of the site. Metered electricity usage is at Design/Builder's expense.
e. Temporary construction water connection to an existing supply at the site. Metered water usage is at Design/Builder's expense.

3.2 DB shall provide temporary barricades, including but not limited to:

a. Safety barricades around major excavations in accordance with OSHA guidelines including warning tape and lighted flashers if required.
b. Temporary barricades, traffic barriers, safety lighting, etc., as required.

3.3 DB shall provide temporary chain link fencing 6' – 0" high including construction safety signs and warnings for the site. DB shall remove fencing at project completion.

3.4 DB shall coordinate with contractors completing surrounding work as needed. DB shall ensure that work does not interfere with these surrounding projects.

4. Quality Control / Quality Assurance / Inspections

The DB shall be solely responsible for daily inspections of the project. The DB shall develop a quality control/quality assurance program. Final acceptance of the project and quality assurance shall be provided by the City and based on the DB's certification that the project is 100% complete, including, but not limited to all restoration, payment certifications, environmental permit close-out requirements, as-built documentation and all other required close out documents.

5. Testing Services

5.1 Testing services shall be performed by an independent agency. DB shall provide all inspection testing, including but not limited to:

a. Concrete testing with cylinder breaks for foundations and slabs-on-grade.
b. All geotechnical services and soil inspections to verify soil bearing capacity for the site. This includes inspection of excavations and footings prior to placement of concrete.
c. Any additional independent testing required by the governing building codes.

6. Project Management Information

6.1 The DB shall establish, with the full concurrence of the City, procedures for organizing and accomplishing the management control of the project including safety and traffic control.

6.2 The DB shall design, implement and utilize a Project Management Information System (PMIS) to facilitate the rapid and accurate exchange and monitoring of information between all parties.

a. The PMIS shall include as a minimum the following:
   - Narrative reporting, on a monthly basis
   - Schedule control, on a monthly basis
   - Cost control, and estimating
   - Project accounting
   - Action reports
   - Complaint/Resolution Log
   - Daily Quality Control / Inspection Reports
   - Change Order Log

All reports, documents, and data to be provided shall represent an accurate assessment of the current status of the project and of the work remaining to be accomplished. The information provided shall provide a sound basis for identifying variances and problems and shall include recommendations for making management decisions. It shall be prepared and furnished to the City monthly throughout the contract period.

7. Warranty

Where any work is performed by the DB's own forces or by subcontractors under contract with the DB, the DB shall warrant that all materials and equipment included in such work will be of good quality, free from improper workmanship and defective materials and in conformance with the drawings and specifications. In general, the warranty shall be a one-year warranty period from the date of acceptance by the City unless superseded in the scope of work. With respect to the same work, the DB further agrees to correct all work found by the City to be defective in material or workmanship or not in conformance with the drawings or specifications at no expense to the City.

8. Investigations and Litigation

If the DB, the Preliminary Design Professional, or any other member of the DB Team with more than a 20% share of the Contract has ever been the subject of an investigation conducted by a regulatory or professional licensing board, give the details of such action. If the same parties outlined above have ever been sued or debarred from working for a public authority as a result of their actions or inaction in the course of the practice of their business or profession, give the details of such a suit or debarment.

PART 3 CITY RESPONSIBILITIES

A. City shall provide the following Information:

1. Upon request, the City shall provide all known available information regarding the requirements for the project design.
2. The City shall designate a representative who shall be fully acquainted with the project. The representative shall render decisions promptly and furnish information expeditiously.
3. The City shall furnish, as indicated in the Contract Documents, the lands upon which the construction is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the DB. The City may request the DB to assist with this effort. The DB shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PART 4 SITE WORK BY DESIGN/BUILDER

A. Site Preparation

Prior to commencing any site preparation work, the DB shall provide all the required erosion and sediment control measures and implement all BMP's to ensure proper control of erosion and sedimentation. The project site SHALL be cleared and graded to subgrade elevation by the Design/Builder. All known underground utilities shall be relocated prior to excavation, if in conflict as determined by the City.

B. Excavating, Backfilling and Compaction

1. Excavate for retention pond if deemed necessary by SWFWMD.
2. Excavate and backfill foundations as follows:
   a. All excavating, backfilling and compacting required to facilitate the installation of any/all foundations as shown on the approved engineering drawings.
   b. Filling and backfilling with on-site materials to restore design rough grade elevations. Backfilling materials free from organic matter and deleterious substances, containing no rock or lumps over 6" in greatest dimension.
   c. Hauling of excess or unusable excavated material to an off-site disposal area chosen by the City.

C. Temporary Fencing

DB to provide galvanized chain link fencing at the perimeter of the project site.

PART 5 CONCRETE (If Applicable)

A. Concrete Formwork

1. Provide formwork for all cast-in-place concrete foundations within the project footprint. Items included but not limited to:
   a. Concrete foundations including footings and grade beams.
   b. Slab on grade.
   c. Site retaining walls (if applicable).

B. Concrete Reinforcement

1. Shop fabricated non-epoxy coated reinforcing bars including all required accessories for all cast-in-place concrete foundations, retaining walls, grade beams, and supported slabs, in accordance with the applicable codes and specifications.
2. Welded wire fabric (not epoxy coated), in accordance with the applicable codes and specifications.
3. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place.

C. Cast-In-Place Concrete

1. Reinforced concrete work includes footings and grade beams, slab on grade, and miscellaneous work.
   a. Standard gray, ready mix concrete for all cast-in-place concrete requirements.
   b. 3,000 psi concrete or greater to be used for all slabs, foundations, and walls.

c. Form finish for all exposed concrete with fins removed, snap tie holes filled and honeycomb repaired.

d. All work in accordance with ACI Standards and Procedures.

PART 6 MASONRY (If Applicable)

A. Unit Masonry

1. Conventional concrete masonry units:

1.1 Hollow Units:

a. ASTM C 90, normal weight, in accordance with the applicable codes.

1.2 Solid Units:

a. ASTM C 145, normal weight, in accordance with the applicable codes.

2. Mortar

2.1 Portland cement: ASTM C 150, in accordance with the applicable codes.

2.2 Masonry cement: ASTM C 91, in accordance with the applicable codes.

3. Clean, sharp, well graded aggregate free from injurious amounts of dust, lumps, shale, alkali, surface coatings, organic matter and complying with ASTM C 144.

4. Masonry walls to be sealed and painted.

PART 7 METALS (If Applicable)

A. Miscellaneous Metals

1. Provide all labor, materials, etc. per Building Code to install any and all miscellaneous metal items including, but not limited to, the following:

a. Loose metals lintels, bollards, pipe guards at all leaders, miscellaneous angles and plates and other miscellaneous fasteners, anchors and inserts.

PART 8 THERMAL AND MOISTURE CONTROL (If Applicable)

A. Slab on Grade

1. The slab on grade shall be installed over termite treated fill, covered with 6 mil visqueen blanket.

B. Caulking and Sealants

1. Caulk and seal joints to provide a positive barrier against passage of moisture and air shall be applied to:

a. Caulking of all frames.

b. Standard color for all caulks and sealants.

c. Joint filler to be ½" thick premold.

PART 9 FINISHES AND LANDSCAPING (If Applicable)

A. Painting

1. All masonry walls and non-galvanized miscellaneous metal specified in Section (7.A) shall be painted with a standard color finish coat to match the color scheme of the park.
    a. All doors and frames will be painted to match the building color scheme.
    b. All field applied paint will be single coat epoxy or urethane with a minimum of 3 mils dry film thickness.
2. Provide (1) coat of primer sealer, (1) coat of finished paint to all surfaces of wall panels.

B. Landscaping

1. Provide landscaping, irrigation, and sod restoration in accordance with the approved site plans.

PART 10 MECHANICAL (If Applicable)

A. Plumbing

1. Provide a complete plumbing system including:
    a. Fixtures as shown on the approved drawings.
    b. Potable water supply to all fixtures.

PART 11 ELECTRICAL (If Applicable)

A. Electrical System and Lighting

1. Provide compete electrical system and lighting as required by design. Service (DB to verify size) to include all conductors, conduits, wiring devices, power, all per code.

CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES (06/16/2023 constr)

1) GENERAL CONDITIONS:

a) Bidders are required to submit their proposals subject to and upon the following express conditions:

b) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Prospective Bidders, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the City of Winter Haven harmless from any and all claims of personal injury arising from their participation in the site visit.

c) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

d) **PUBLIC RECORDS**

City and Consultant/Contractor agree that Consultant/Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Consultant/Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant/Contractor does not transfer the records to the public agency.

iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant/Contractor or keep and maintain public records required by the public agency to perform the service. If the Consultant/Contractor transfers all public records to the public agency upon completion of the contract, the Consultant/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor keeps and maintains public records upon completion of the contract, the Consultant/Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e) **IF THE CONSULTANT/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, records@mywinterhaven.com; 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Consultant does not comply with a public records request, City shall enforce the contract provisions which may include immediate termination of contract.

f) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

g) It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise Procurement at the address noted in the solicitation, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by Procurement not later than ten (l0) days prior to the bid opening date.

h) Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.

i) The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

j) Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

2) DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a) ACCEPTANCE: The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.

b) APPLICABLE LAW: Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.

c) CHANGES: The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Procurement Manager in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Procurement Manager.

d) CITY: The City of Winter Haven, Florida or its authorized representative.

e) CONTRACT: The Contract executed by the City and the Contractor, and shall include all Contract and Bid Documents.

f) CONTRACTOR: The successful bidder who enters into a Contract with the City to complete the project.

g) DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.

h) DOCUMENTS: The Bid Documents consist of the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.

i) INDEMNIFICATION: As specified in the bid documents.

j) INSPECTION: The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.

k) INSURANCE: As specified in the bid documents.

l) LIMITATION ON MUNICIPAL INDEMNITY: To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

   i) "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.
   ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

m) ONLINE SOLICITATION: The City utilizes an internet based ONLINE SOLICITATION SYSTEM at www.negometrix.com to post solicitation opportunities.

n) PLATFORM: The City's internet based online solicitation system is identified as and located at https://app.negometrix.com/buyer/690 (Provider). The Platform is utilized by the City and the Suppliers to: 1) allow Suppliers to register and manage their company records; 2) City posts and issues solicitation packages for Suppliers from inception to award of a solicitation; 3) allows Suppliers to submit a response online, electronically, through the Platform; 4) allows Suppliers to view all public record documents related to the Online Solicitation.

   File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

o) STATEMENT OF ASSURANCE: No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:

i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status
ii) will submit such reports as the City may thereafter require to assure compliance.

p) SUB-CONTRACTOR: An individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.

q) TITLE: The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

r) WARRANTY: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice by Contractor that this provision exists.

3) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Procurement. In addition, all Addenda will be posted for review by the General Public on the City e-procurement platform: https://app.negometrix.com/buyer/690

b) A notification will be emailed to vendors who are registered for that particular bid on the Mercell platform.

c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

4) MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:

a) Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form, the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

b) **Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

5) SAMPLES:

a) Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name,

manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

6) PROTEST PROCEDURES:

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal Invitations To Bid shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Procurement Manager.

c) **NOTIFICATION:** Procurement shall post all recommendations of award available for review by the General Public on the City's e-procurement platform: https://app.negometrix.com/buyer/690. A notification will be emailed to vendors who are registered for that particular bid on the platform.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City's Procurement Manager a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Manager no later than three o'clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars ($1,000.00) in the form of a cashier's check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Manager shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.

i) If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Procurement Manual, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:

i) City bid number and/or title (if applicable).
ii) Name and/or address of the City department, division or agency affected (if known).
iii) The name and address of the affected party, and the title or position of the person submitting the protest.

iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
vii) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Procurement Manager will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Manager or designee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Manager or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:

i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.

g) The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.

h) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

7) PROPOSALS

a) The Bid must contain a manual signature of an authorized representative of Bidder in the space provided on the proposal form. Each Bidder shall be responsible for the accuracy of his proposal. Bidders cannot obtain relief by pleading that it made an error in its bid.
b) Submittals must be received no later than the time and date specified in the solicitation, and submitted via the e-procurement platform. No bid will be accepted after the specified deadline on the Mercell platform.

c) The Procurement Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.

d) Sealed bids, proposals, or replies received by the City pursuant to an Invitation to Bid are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City

provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

e) If the City rejects all bids, proposals, or replies submitted in response to an Invitation to Bid and the City concurrently provides notice of its intent to reissue the Invitation to Bid, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Invitation to Bid or until the City withdraws the reissued Invitation to Bid. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

f) Bid and Affidavit of Prime Bidder (which includes Non-Collusion; Drug-Free Workplace and Affidavit Certification Immigration Laws) should be submitted on the form furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. All corrections made by Bidder to their bid must be initialed. Each Bidder shall submit its proposal on the e-procurement platform as specified on the Invitation To Bid. It is the Bidder's responsibility to assure that its bid is submitted by the proper time of the bid opening. Bids which are not received, as set forth herein, may not be considered.

g) Telegraph, telephone, e-mail, electronically transmitted, posted (USPS, FedEx, UPS, etc.) or facsimile (FAX) bids will not be considered. Bids may be modified provided such modification is submitted on the platform prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

h) **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

8) PRICES, TERMS, AND PAYMENT:

a) Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

b) **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

c) **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

9) SUBMITTING A "NO BID" OR A "NO CHARGE":

a) Bidders who wish to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then bidders must mark those item(s) as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

10) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavit, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without signatures on the affidavit or on the proposal is non-responsive and shall not be considered for clarification or correction.

11) SAFETY STANDARDS:

a) Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and REGULATIONS OR STANDARDS THEREUNDER.

12) INVOICING AND PAYMENT:

a) The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (l5) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (l) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

13) WITHDRAWAL OF PROPOSALS:

a) A bidder may withdraw its proposal prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by Procurement. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

14) REJECTION OF BIDS:

The City may reject a bid if:

a) The Bidder mis-states or conceals any material fact in the bid, or if,
b) The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,

c) The Bidder's bid is submitted in a manner to limit competition.

i) Within applicable Spending Approval Thresholds, a Department Director, the Procurement Manager, the City Manager and the City Commission shall have the right to reject all bids and request the entire transaction be rebid in the best interests of the City. The City may also waive any minor informalities, irregularities or technicalities in any bid.

15) STATEMENT OF BIDDER'S QUALIFICATIONS:

a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in

determining bidders ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

16) AWARD OF CONTRACT:

Notwithstanding the provisions of the Local Preference Ordinance:

a) The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

b) In evaluating and making any award of a bid to the lowest most responsive bidder, the City may take into consideration a bidder's previous work performance with the City based on information in completed City Contractor Evaluation Forms for a previous project and/or any negative feedback from references provided. Information on such completed City Contractor Evaluation Forms and/or negative references may be the basis for a decision by the City to either reject a bid or not award a bid as determined by the City in its best interests.

c) The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

d) A written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

e) After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, responsive and responsible bidder (or as specified in the bid documents). Additional criteria as set forth in the ITB will be considered in the award of the bid. The lowest responsive and responsible bidder will be determined after evaluation of the bid by the user department/division and their consultants, when applicable. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered as criteria if noted in the bid documents:

   i) Contractor evaluations – quality of performance on previous projects.
   ii) Ability, capacity, equipment and skill of the bidder to fulfill the contract.
   iii) Ability of bidder to fulfill the contract within the time specified, without delay or interference.
   iv) Character, integrity, reputation, judgment, experience and efficiency of the bidder.
   v) Previous compliance by the bidder with laws and ordinances relating to the contract.
   vi) Sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
   vii) Quality, availability and adaptability of the supplies or contractual services to the particular use required.
   viii) Ability of the bidder to provide future maintenance and service, as required or needed.
   ix) Number and scope of conditions attached to the bid.
   x) City Commission shall make bid awards for purchases of $50,000.00 or greater, if funds are budgeted and there is no successful bid protest. Work shall not begin until issuance of a Purchase Order, Notice to Proceed, or a contract is executed by the City Manager, as applicable.

f) Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or

ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political or ideological interests.

17) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

a) The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

18) LOCAL PREFERENCE ORDINANCE

a) **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**

b) Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

c) Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the purchasing of goods and services when bids are sought as follows:

i) When bids are received and the lowest bid price does not exceed $15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

ii) When bids are received and the lowest bid price does not exceed $25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

iii) When bids are received and the lowest bid price does not exceed $50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

iv) When bids are received and the lowest bid price does not exceed $150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

v) When bids are received and the lowest bid price does not exceed $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and

is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

vi) When bids are received and the lowest bid price exceeds $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

d) The provisions of this ordinance shall not apply to the purchasing of goods and/or services by the City of Winter Haven involving the following entities and/or situations as follows:

i) Purchase and or sale of real property,
ii) Bids that meet the criteria of Florida Statute 255.0991, subsection (2), or are prohibited thereby,
iii) Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
iv) Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
v) The purchase of personal property to the extent governed by Florida Statute 287.084.
vi) Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

19) PERFORMANCE:

a) Contractor shall keep the City advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

b) The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (l0) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

c) The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead it's want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

20) SERVICE AND WARRANTY:

a) Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

21) GOVERNMENTAL RESTRICTIONS:

a) In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify Procurement immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City

reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

22) PRICE AND ADJUSTMENTS:

a) Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

23) EQUAL EMPLOYMENT OPPORTUNITY:

a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

24) OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW):

a) In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

b) The MSDS shall be maintained by the City and must include the following information:

i) The Division/Department to which the material was shipped.
ii) The chemical name and the common name of the toxic substance.
iii) The hazards or other risks in the use of the toxic substance, including:

(1) The potential for fire, explosion, corrosivity, and reactivity;
(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are generally recognized as being aggravated by exposure to toxic substance; and
(3) The primary routes of entry and symptoms of overexposure.

iv) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
v) The emergency procedures for spills, fire, disposal, and first aid.
vi) A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
vii) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

25) TIE BIDS:

a) The Procurement Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Procurement Manager to comply with all of the provisions of the Purchasing ordinance:

i) Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Winter Haven utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Winter Haven utility service area.

ii) Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
iii) Availability or completion period.
iv) Previous vendor record on similar projects or requirements.
v) Business location closest to Winter Haven.

26) *NOTICE*

a) **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 construction or repair of a public building or public work, may not submit bids on leases of real property to 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 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel;**

c) **Any contract for goods and/or services in and amount of $1,000,000.00 or more will be subject to termination by the City if the contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or been engaged in business operations in Cuba or Syria or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.**

27) UNAUTHORIZED ALIEN(S) / E-VERIFY

a) The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

b) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System, a U.S. Immigration and Customs Enforcement program, to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination.

c) Register online for E-Verify at **https://www.vis-dhs. com/EmployerRegistration** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

CONSTRUCTION-RELATED CLAUSES

The Construction-Related Clauses shall apply to all work done on this project by either the Contractor or by any Sub-Contractor engaged to do a portion of the work. The Contractor shall supply each of its Sub-Contractors with a copy of all of the Terms and Conditions and all other contract documents.

28) ERRORS:

a) If either the Contractor or its project superintendent discovers any error, omission, or vagueness in the Contract Documents, it shall report this discovery to the City immediately upon learning of same. Work done after such a discovery and before the City corrects the error, omission, or vagueness shall be at the Contractor's risk.

29) UNIT PRICES:

a) The unit prices for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. The special attention of all Bidders is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent for work not covered in the Drawings and Technical Specifications.

30) PERMIT FEES:

The successful bidder shall pull all required building permits, pay fees, and shall submit for reimbursement. These fees shall not be included in the bid. These fees will be reimbursed, at cost, as a separate pay item. Permit fee receipt shall be submitted as part of invoice.

31) SALES TAX SAVINGS PROCEDURE / OWNER DIRECT PURCHASES:

This procedure will be in accordance with Florida Administrative Code 12A-1.094 Public Works Contracts, and Florida Statute 212.08(6).

The **City** reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the **City** exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

a) BID PRICES

i) The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

b) ORDERING

i) The **City** may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that the contractor used to submit their bid to the **City** and therefore made a part of the construction contract executed with the **City.** The **Contractor** shall fully cooperate with the **City**, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

ii) Following receipt of a sales tax savings form from the contractor, the **City** will issue a purchase order,

and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the **Contractor**, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.

iii) **The contract will be reduced by the amount of all construction materials plus taxes selected by the City, for direct purchase.**

c) EXPEDITING

i) The **Contractor** shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

d) RECEIPT

i) The **Contractor** shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The **Contractor** and subcontractors shall be responsible for the safe care, custody and control of all materials.

e) BILLINGS / PAYMENTS

i) All ODP's shall be billed to the **City** in care of the **Contractor.**
ii) The **Contractor** shall check all invoices for accuracy and completeness when received. The **Contractor** shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
iii) Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the **City**.
iv) The **Contractor** shall prepare a direct purchase report for the **City** upon submittal of each pay request.

f) OTHER CONSIDERATIONS

i) The **City** shall have title to all items of which any payment has been made under these provisions.
ii) The **City** shall have the assumption of the risk of damage or loss at the time of the purchase.
iii) The selection of ODP for any item(s) contained within the bid does not relieve the **Contractor** from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the contract documents.
iv) The **City** shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.
v) To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

32) INSPECTION

a) For the City, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

b) The City shall examine the work to assure its conformity with the Contract Documents, including Plans, Specifications, and requirements. The City will assist the Contractor in correctly interpreting the Plans, Specifications, and other Contract Documents, but this assistance will not require that the City give early notice of rejection of work or materials.

i) The examination and/or assistance by the City shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Sub-Contractors in performing

the work.

ii) The City will not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the City will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.

iii) The City will not be responsible for the acts or omissions of Contractor or any Sub-Contractors, or any of Contractor's agents or employees.

iv) Neither the City's authority to act under these Contract Documents, nor any decision made by the City in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the City to Contractor, any Sub-Contractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

c) The City shall retain authority to make a final decision in any matter which involves interpretation of Plans and other Contract Documents, including: quality and quantities of materials used, construction and progress of work, work completed and estimates.

d) If the City finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the City may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the City from the amount due, or which will become due the Contractor.

e) The City may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

f) The City may order the Contractor to uncover work which has been covered without the consent of the City. The Contractor shall bear the expense of the extra work. The City may order the Contractor to uncover work which has been covered with the consent of the City. If the questioned work is found to be without fault, the Contractor may charge the City for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

33) SUPERVISION:

a) The Contractor shall maintain a competent superintendent, who fulfills the City's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the City or if the Contractor discharges the project superintendent for cause. If the Contractor is not present, the City shall be permitted to consider the project superintendent the Contractor's agent; and the City shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

34) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

35) CLAIMS FOR EXTRA PAY:

a) If the City issues written instructions which the Contractor believes will involve extra work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the City Manager or his designee, or the Procurement Manager immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the City is necessary to meet an emergency which endangers life or property**. If the Contractor asserts a claim for extra pay, the City may cancel the instructions and deny the claim or follow the procedure described in section "2) c) CHANGES". The cost or credit to the City from a change in the work shall be determined from price information in the Bid Form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen (l5) percent for profit and overhead, or as the parties otherwise agree.

36) FITTING AND COORDINATION OF THE WORK:

a) The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Sub-Contractors, or material-men engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its Sub-Contractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

37) SUB-CONTRACTING:

a) Nothing in the Bid Documents shall be construed to create a contractual relationship between the City and a Sub-Contractor doing a portion of the work on this project, nor shall it create any obligation on the part of the City to pay or see to the payment of any moneys due any such Sub-Contractor. The City shall hold the Contractor responsible for the work done by any of its Sub-Contractors. For any portion of the work to be sub-contracted, a list of the Sub-Contractors shall be furnished to the City prior to the commencing of this project(s).

38) MUTUAL RESPONSIBILITY OF CONTRACTORS:

a) If, through acts or neglect on the part of the Contractor, any other Contractor or any Sub-Contractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Sub-Contractor by agreement or arbitration, if such other Contractor or Sub-Contractor will so settle. If such other Contractor or Sub-Contractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City will notify this Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

39) LINES AND GRADES:

a) The City shall establish a base line and a bench mark at each location of any separate portion of this project. The Contractor shall reference all base lines, bench marks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

40) ASSIGNMENT OR NOVATION:

a) The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Contractor, may be made without the consent of the City.

41) OTHER CONTRACTS:

a) The City may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled, on this project or any other project.

42) PATENT INFRINGEMENT:

a) The Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project.

43) SHOP DRAWINGS:

a) Where a portion of this project requires the use of shop drawings, the Contractor shall submit four copies of these drawings and a schedule of the required work to the City. The City shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four copies of the revised drawings to the City. The City's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

44) PLANS AND SPECIFICATIONS:

a) The City shall furnish the Contractor one set of the plans and specifications when the City notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If the Contractor wants more than one set of plans and specifications, it may obtain these if he pays the cost of reproduction.

b) The original plans and specifications, and any copies of these plans and specifications the City furnishes the Contractor, shall remain the property of the City. They shall not be used on work other than this project. The City may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

45) SUB-SURFACE DATA:

a) The City does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, and conduits.

46) FACILITIES, MATERIALS, AND EMPLOYEES:

a) Unless it is otherwise stipulated in the Contract Documents, Contractor shall be responsible for supervision, electric power, water and any other facilities required to complete this project.

b) The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to applicable City specifications.

c) Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the City shall decide the question of equality.

d) The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

e) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

f) Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

g) The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

47) TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT:

a) Unless it is otherwise stipulated in the Invitation to Bid, Terms and Conditions, or Special Provisions, if any, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the City.

b) The Contractor shall instruct any laboratory or agency making required tests to furnish the City with a copy of the report made on each test and inspection.

48) PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC:

a) The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the contractor under this provision.

49) PROTECTION OF MONUMENTS:

a) The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and bench marks. If the work demands the temporary removal of such a monument, point, or bench mark, the Contractor shall notify the City who shall reference the monument, point, or bench mark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or bench mark, the City may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the City.

50) USE OF PREMISES:

a) The Contractor shall confine its equipment, storage or materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as determined by the City, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

51) PROGRESS OF WORK:

a) If the Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Contractor's right

to proceed with the work by giving it written notice.

b) If the City terminates the Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Contractor shall constitute an acknowledgment of the Surety's consent to this provision.

c) If the City does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

52) REQUESTS FOR SUPPLEMENTARY INFORMATION:

a) Whenever verbal/written request for interpretations of Contract Documents are made known at a pre-bid conference for a construction project, these requests shall be answered by way of written Addenda. All Addenda will be sent to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not. It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in its possession which should be furnished by the City under the terms of this Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

53) DISPUTES:

a) All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR-STANDARD PROVISIONS (if applicable), whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (l0) calendar days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (l0) calendar days of its commencement, the claim will be considered only for a period commencing ten (l0) calendar days prior to the receipt by the City of notice thereof.

b) The Contractor shall submit in detail its claim and proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to Contractor's last known address.

c) If the Contractor does not agree with any decision of the City, it shall in no case allow the dispute to delay the work but shall notify the City promptly that it is proceeding with the work under protest and Contractor may then except the matter in question from the final release.

54) CONTRACTOR PROVIDED INSURANCE

a) **For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met:**

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Workers' Compensation Insurance

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One:	"Statutory"	
(ii) Part Two:	$500,000	Each Accident
	$500,000	Disease-Policy Limit
	$500,000	Disease-Each Employee

(b) The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(2) General Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:
(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:
(i) Architects & engineers professional liability
(ii) Exterior Insulation and Finish Systems (EIFS)

The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors.

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000 General Aggregate
(ii) $1,000,000 Products/Completed Operations Aggregate
(iii) $1,000,000 Personal and Advertising Injury
(iv) $1,000,000 Each Occurrence

(3) Automobile Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

In the event that the proposer/bidder does not own any vehicles that are used in the business, or titled in the business name, then the business auto requirement can be satisfied with a hired and non-owned automobile liability extension being added to the commercial general liability.

(4) Property Insurance

(a) If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s). improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If this contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of

such new structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner shall be excess of and shall not contribute with the insurance provided by the Contractor and its Subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers and employees.

ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under this Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

b) **For contracts exceeding $500,000.00 dollars the following insurance requirements shall be met:**

i) Evidence of Insurance

Contractor shall not commence work until the Contractor has procured the insurance required under this Article and such insurance has been approved by the City (Owner). The Contractor shall provide evidence of such insurance in the following manner:

(1) As evidence of compliance with the insurance required by Section b) iii) Workers' Compensation/ Employer's Liability, 2. Commercial General Liability and 3. Business Auto Policy, the Contractor shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Owner.

The Certificate of Insurance shall provide that the Owner shall be given no less than thirty (30) days written notice prior to cancellation.

(2) As evidence of compliance with the insurance required by Section b) iii))Protection of Owner), the Contractor shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized

representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Owner.

(3) As evidence of compliance with the insurance required by Section b) iii) (Property Insurance), the Contractor shall furnish the Owner with:

(a) a fully completed Evidence of Property Insurance (ACORD Form 28 or equivalent) signed by an authorized representative of the insurer(s) providing the coverage with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies);

(b) a copy of the original policy; or

(c) other evidence satisfactory to the Owner

(4) Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph b) iii), Subparagraphs (1) and (2) no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

(5) Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Contractor shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required by Section b) iii).

ii) Qualification of Insurers/Group Self-Insurers

Insurers providing the insurance required by this Section b) must meet the following minimum requirements:

(1) Such insurers must either be:

(a) authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or,

(b) with respect only to the coverage required by Section b) iii) Workers' Compensation/Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more.

(2) In addition, such insurers other than those authorized by Florida Statute 440.57, Florida Statute 624.462 or Lloyd's of London shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the Owner' and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Contractor has replaced the unacceptable insurer with an insurer

acceptable to the Owner, the Contractor shall be in default of this Contract.

iii) Description of Required Insurance

(1) Unless and to the extent Owner has agreed otherwise, without limiting any of the other obligations and liabilities of the Contractor, the Contractor shall, at the Contractor's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of work by the Contractor and shall be maintained in force until final completion of the work.

(2) Workers' Compensation/Employer's Liability

(a) Contractor's insurance shall cover Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

(b) The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

(3) Commercial General Liability

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects & engineers professional liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess

policy) covering the work performed pursuant to this Contract shall be the amounts specified in the Required Limits of insurance form (INS 06/01). The amounts specified under Column A of Form INS 06/01 shall be an initial layer of coverage which shall be applicable only to the work performed pursuant to this Contract and shall not be reduced or diminished in any manner by claims resulting from other than work performed pursuant to this Contract. The amounts specified in Column B of Form INS 06/01 shall be the total minimum limits required, including the initial layer specified in Column A.

(d) If this Contract includes construction of, or additions to, buildings or structures, the Contractor shall continue to maintain Products/Completed Operations coverage for three years after the final completion of the work.

(e) Except with respect to coverage for Property Damage Liability, which may be subject to a maximum deductible of $500 per occurrence, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible of self-insured retention. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any such Property Damage Liability deductible applicable to a claim against the Owner or the Owner's official, officer or employee.

(4) Business Auto Policy

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.

(b) The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

(5) Protection For Owner

The Contractor shall include the Owner and the Owner's officials, officers and employees as "Additional Insureds" on the Contractor Commercial General Liability coverage required pursuant to Paragraph b) iii)., Subparagraph (2) Commercial General Liability. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers and employees as "Additional Insureds" using the latest Additional Insured - Owners, Lessees or Contractors (ISO Form CG 20 10).

(a) And the latest edition of the Additional Insured – Owners, Lessees or Contractors – Completed Operations Endorsement (ISO Form CG 20 37) both as filed for use in the State of Florida by the Insurance Services Office. The Certificate of Insurance on other evidence of insurance shall clearly indicate the use of this alternative.

(b) As an alternative to the coverage required by Paragraph b) iii), Subparagraph (4) the Contractor shall, at the Contractor's expense, provide the Owner with Owner's Protective Liability insurance which shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Contractor's Protective Liability Coverage Form. Coverage for Operations of Designated Contractor (ISO Form CG 0009), (hereinafter OCP Policy) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(c) The Owner shall be the Named Insured on the OCP Policy and, if applicable, the excess policy or policies. The policy or policies shall be endorsed to include the Owner and the Owner's

officials, officers and employees as insureds. The policy or policies shall include the Contractor and its Subcontractors of every tier as the contractor designated in the declarations.

(d) The minimum OCP Policy limits per occurrence and, if subject to an aggregate, the annual aggregate to be provided by the Contractor (inclusive of any amounts provided by excess policies) shall be the same as the amounts specified in Column B of the Required Limits of Insurance form (INS 06/01), as the minimum Each Occurrence and General Aggregate limits respectively required for the Commercial General Liability Coverage.

(e) The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with forty-five (45) days written notice of cancellation, non-renewal or-restriction.

(6) Property Insurance

(a) If this Contract includes construction of or additions to above-ground buildings or structures, or the installation of machinery or equipment into an existing structure, the Contractor shall provide, in a policy acceptable to Owner, “all risk” (i.e., Special Form) Property insurance on any such construction, additions, machinery or equipment. The policy must be endorsed to provide the Owner with thirty (30) days’ notice of cancellation

(b) The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner’s final acceptance of such addition(s), building(s), structure(s), machinery or equipment.

(c) The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner.

(d) The Owner shall be an insured on this policy.

(e) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner’s officials, officers and employees.

(f) The maximum deductible for other than Windstorm or Hail shall be $5,000 per occurrence. The maximum deductible per occurrence for Windstorm or Hail shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment. The Contractor shall pay on behalf of the Owner or the Owner’s official, officer or employee any such deductible.

(g) If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100 year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Owner’s final acceptance of such addition(s), building(s), or structure(s) or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

iv) Contractor’s Insurance Primary - The insurance provided by the Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner’s official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.

v) Deductible Provisions - Except as otherwise specifically authorized in Paragraph b) iii)., the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention.

vi) Insurance is Additional Remedy - Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Contractor) available under this Contract or otherwise.

vii) Insurance on Subcontractors - The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors

viii) No Waiver By Approval/Disapproval - Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this Contract.

55) INDEMNIFICATION BY CONTRACTOR

a) The Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.

d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

56) BID BOND:

a) Where the bid price does not exceed $100,000, a bidder will not be required to post a bid bond. **In cases where the bid price does exceed $100,000, each bid must be accompanied by a copy of a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, (with the original provided upon request)** as guarantee that the Bidder will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) consecutive calendar days after receipt of written notice of award or a signed Purchase Order, enter into a Contract with the City in accordance with the accepted Proposal. Should the successful Bidder fail to enter into a Contract, the Bid Bond shall be forfeited as liquidated damages.

b) No proposal or bid will be considered unless accompanied by a bid bond in the amount and form specified.

57) PERFORMANCE AND PAYMENT BOND:

a) Except for certain utility contracts, where the bid price does not exceed $100,000.00 a bidder will not be required to post a performance and payment bond.

b) In cases where the bid price does exceed $100,000.00 or for utility contracts covered by Florida Statutes Section 180.24, the successful bidder will be required to furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The successful bidder will also be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

c) The performance bond and the payment bond may be in one or in separate instruments in accordance with the current applicable law. Subject bonds are due within twenty-five (25) consecutive calendar days after written notice of award is received by successful Bidder. Subject bonds must also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

58) BONDING COMPANY'S QUALIFICATIONS:

a) All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:

i) A minimum rating of "A-" or better and Financial Size Category of "VII" according to the A.M. Best Company;
ii) Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority As Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

b) All surety companies are subject to approval and may be rejected by the City without cause in the same manner that bids may be rejected.

c) Awards of $500,000 or less: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935, Florida Statutes.

d) **Power of Attorney:** Attorneys-in-fact who sign contract bonds must file with the bond a certified and effectively dated copy of their power of attorney, bearing the raised seal of the surety company.

e) The failure of the successful bidder to furnish the required bond(s) within twenty-five (25) consecutive calendar days or within such extended period as the City may grant shall constitute a default, and the City may either award the Contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of his bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City for a refund.

59) PAYMENT:

a) **In cases where the contract price is less than $100,000.00**, payment shall be as follows: Payment shall not be due until all work is completed and accepted by the City, and the Contractor has delivered to the City a properly prepared invoice, together with a properly prepared Affidavit of Contractor for Final Payment. No partial payment or progress payment shall be made.

b) **In cases where the contract price is between $100,000.00 and $200,000.00**, payment shall be as follows (60b – 60h): Soon after execution of the construction agreement, and before the first partial payment estimate is presented to the City, the Contractor shall deliver to the City a construction schedule showing the dates it proposes to begin and to complete each portion of the work and its estimate of the payment which will be due Contractor from the City for work completed during each partial payment period.

c) At the end of each calendar month, the Contractor shall present to the City a partial payment estimate which shows the total contract price and which shows the total amount of work completed on the project site at the end of that month in dollars and as a percentage of the total contract price and which shows the difference between the two amounts in dollars. The City shall review the estimate within fifteen (l5) calendar days from receipt of partial payment estimate.

d) The Contractor may choose to receive partial payment for materials delivered and stored at the project site for incorporation in the work, but not yet incorporated in the work at the time the party's payment estimate is presented to the City. The Contractor shall include in its partial payment estimate an itemized "Materials on project site but not incorporated" and its cost in dollars in the itemized list of work completed at the end of the calendar month. Cost in dollars should be accompanied by invoices showing paid amounts for each material item. It is the Contractor's sole responsibility to secure the project site and procure coverage for loss or theft.

e) Within twenty (20) calendar days after receipt of partial payment estimate, the City shall make monthly progress payments for percentage of work actually performed under the contract during the preceding calendar month less five percent (5%) of the total amount due which is to be retained by the City until all work is completed and accepted by the City, subject to and in accordance with F.S. 255.078. Retainage on Final Payment shall be in accordance with the last paragraph of this clause. When the City makes this partial payment to the Contractor, the City shall become the owner of all materials, equipment, and work the Contractor has included in its partial payment estimate. This transfer of ownership shall not relieve the Contractor of its sole responsibility to protect all materials, equipment, and work included in its partial payment estimates, to restore any damaged work, and to fulfill all terms of the Contract Documents.

f) In instances when payment or retainage may otherwise be considered as due, it is understood and agreed that the City may withhold payment or retainage, in whole or in part, to protect its interest on account of (l) Default by the Contractor; (2) There is reasonable evidence the Contractor cannot complete the project for the unpaid balance of the contract price; (3) Damage to another Contractor; (4) Failure to submit required Documents to the City or other governmental agencies; (5) or obtain required approvals, permits, and certifications from the City or other governmental agencies.

g) If the City deems it not expedient to require the Contractor to correct faulty work or to repair damaged work, it may choose to reach an agreement with the Contractor to deduct an equitable amount from the contract price.

h) Final retainage shall be due when the Contractor has delivered to the City a properly completed Affidavit of Contractor for Final Payment not later than thirty (30) calendar days after all work is completed and the City has inspected and accepted the work. The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor against the City, except those previously made in writing and still unsettled. Notwithstanding, this section (**PAYMENT)** shall be subject to F.S. 255.078

i) **In cases where the contract price exceeds $200,000.00**, payment shall be in compliance with F.S. 255.078 and items 60b – 60h that do not conflict with F.S. 255.078. Final Payment shall not be due until all work is completed and accepted by the City, and the Contractor has delivered to the City a properly prepared invoice, together with a properly prepared Affidavit of Contractor for Final Payment.

60) LIENS:

a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

61) GUARANTEE:

a) Under this Contract, the Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (l) year from the date the City accepts the completed project in its entirety; the

Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee stated on the Proposal and Bid Form.

b) Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the City resulting there from.

c) Said notice of defects will be issued by the City. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the issuer within ten (l0) calendar days after receipt of said notice.

d) Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of said notice. Within ten (l0) calendar days after completion of such corrective measures, the Contractor shall notify the issuer, in writing, of correction in defects. The Contractor shall transmit to the City a copy of each certified statement as required below.

e) Each Sub-Contractor shall transmit to Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and the City a certified statement as to:

f) Work performed and/or materials supplied.

g) Guarantee in accordance with requirements of contract appertaining to said work and/or materials.

62) FORM OF CONTRACT: (CONTRACTS IN EXCESS OF $100,000.00)

a) The City will require the successful Bidder, as Contractor, to execute in duplicate the Construction Agreement. Then executed, the Construction Agreement and the proposal form becomes the Contract between the City and the Contractor along with Contract Documents as defined herein; the Contractor cannot claim modification of this Contract because of any representation made by an employee of the City or any other person.

63) CONSTRUCTION SCHEDULE: (CONTRACTS IN EXCESS OF $100,000.00)

a) The Contractor shall submit to the City for review and approval, his Construction Schedule at least five (5) working days before the start of project. The Contractor shall complete individual parts of the project in the order of the approved construction schedule. Receipt of approved construction schedule does not authorize Contractor to begin work on the project.

b) The City's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

64) FINAL INSPECTION:

a) When the work on this project(s) is substantially completed, the Contractor shall notify the City, by letter, at least three (3) working days before the inspection date that the work will be ready for final inspection on a definite date to be stated in the letter. Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during execution of this Contract. The Contractor's duty to clear the project site of trash, etc., prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the contract.

65) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the City of Winter Haven for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and

requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Winter Haven or other entity.

b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the City of Winter Haven. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

66) FEDERAL FUNDING:

When Federal funds are expended by the City of Winter Haven, the following provisions pertain as applicable:

a) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

b) Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

c) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e) Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the City of Winter Haven, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.

f) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

   i) The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

i) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

   i) The contractor certifies, by submission and signature of this bid, that during the term and after the awarded term of an award for all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ii) Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, contractor must disclose same.

j) Procurement of recovered materials (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $5,000 or the value of the quantity acquired during the preceding fiscal year exceeded $5,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

k) Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

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CONTRACTOR NOTIFICATION

TO: ALL CONTRACTORS / SUB-CONTRACTORS

FROM: THE CITY OF WINTER HAVEN

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN THIS BUILDING

Asbestos-Containing Material (ACM) is present in many buildings. The presence of ACM does not necessarily mean that a hazard exists; however, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid the disturbance of ACM.

It is possible that you may encounter ACM while working in buildings. Therefore, workers must exercise caution and be watchful for materials that might contain asbestos. Avoid disturbing ACM or suspected ACM as you carry out your work.

If your work necessitates the disturbance of ACM you shall take whatever precautions are necessary to protect human health and the environment from asbestos fibers. At a minimum, you must comply with all Federal, State, and Local laws governing working with asbestos.

Your employer is responsible for assuring that you are medically certified, trained, and equipped with the proper personal protective devices for safe handling of ACM. You must notify the Facility Asbestos Contact Person before disturbing any asbestos-containing materials in the buildings.

NEIGHBORHOOD DATA

The subject property is located on the south side of Lake Howard Drive, the east side of 21st Street, S.W., at the dead end of 20th Street, S.W. which is located at the northwest corner of the subject property, and the west side of the Lake Howard Park in Winter Haven, Polk County, Florida.

The subject general neighborhood is considered to be the area of southwest Winter Haven lying southwest of Lake Howard, north of S.R. 540, south of Avenue G, SW and east of 42nd Street.

This neighborhood primarily consists of residential dwellings which range from multi-family apartments and condominiums to lakefront single family dwellings. The vast majority of the dwellings in close proximity to the subject are single family dwellings built in the 1950's to 1970's. These are mainly moderately priced homes, except for those which front along Lake Howard. Lakefront homes are generally larger homes of higher quality and demand a much higher price due to the attractive feature of being a lakefront site. Lake Howard is a part of the Winter Haven chain-of-lakes.

The City of Winter Haven public park is located on the southeast and west sides of the subject property. This is a public park with a paved walking/biking trail and various ponds with a picnic area.

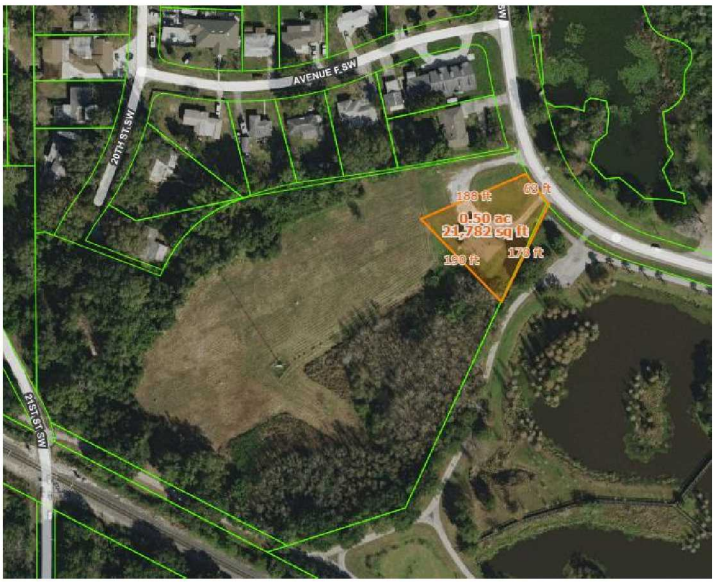
Overall, the subject neighborhood consists of single family and multi-family residential dwellings located southwest of the downtown core area of Winter Haven. This is an older, existing and built-up neighborhood with a minimal amount of vacant land. Near term changes within the subject neighborhood are considered unlikely.

SUBJECT PROPERTY

Site Data

Size/Shape: The subject site is irregular in shape and has a total size of approximately 8.06 acres estimated based on the Polk County Property Appraiser's office acreage amounts, but this size estimate is subject to verification by survey. Of the total 8.06 acres of land area, the subject is estimated to have approximately 6.02± acres of useable/upland land area. Note that based on a GIS mapping program, we have estimated wetland areas of approximately 2.04± acres, which are situated on the eastern and middle portion of the subject site. Reference the wetlands delineation map on Page 19 for a visual representation.

For the purposes of this appraisal we have allocated land area of approximately 0.50 acre for the subject's existing office building. This results in the subject property containing approximately 5.52± of excess land, which was based on a GIS mapping program. We have included an aerial map below, which boundaries the area allocated for the radio station/office parcel in orange.



It should be noted that the central area of the subject property, containing approximately 4.30± acres, consists of low-lying muck type soil, which is prone to flooding. It was noted that the subject soils map and wetland delineation map are not consistent (see soils map on page 21). We have relied primarily on the wetlands delineation map for our analysis. Additionally, most of the eastern half of the subject property is within the 100-year flood prone area (see flood map on Page 20).

The subject property has a partial lakeview of Lake Howard, however, based on review of the subject plat, the subject site does not apparently have any true lake frontage due to separation of the lake by Lake Howard Drive.

Utilities: Tampa Electric provides electric service to the subject property and telephone service is provided by Verizon. Water and sewer service in the subject neighborhood are currently available from the city of Winter Haven.

Road Frontage/Access: The subject property has approximately 100± feet of frontage along the west side of Lake Howard Drive, approximately 100± feet of frontage along the east side of 21st Street, SW, and at the dead end of 20th Street, S.W. which is located at the northwest corner of the subject property.

Topography/Soil: The subject site appears to have five soil types. It appears that the uplands area of the subject property, where the improvements are located was filled with imported fill material several years ago.

The soil types for the upland area of the subject property include:

- Pomona fine sand (#7), which is a poorly drained soil in broad areas on flatwoods with slopes being smooth to concave and are 0 to 2 percent. This soil has a seasonal high water table within 12 inches of the surface for 1 to 4 months during most years. The available water capacity is low. Permeability is moderate or moderately slow in the lower part of the subsoil.
- Smyrna and Myakka fine sands (#17), which consists of poorly drained soils in broad areas on flatwoods with slopes being smooth to concave and are 0 to 2 percent.
- Placid and Myakka fine sands, depressional (#25), which are very poorly drained soils in depressions mostly on flatwoods with slopes being smooth to concave and are 0 to 2 percent.
- Pomona-Urban land complex (#51), which consists of areas of poorly drained Pomona soil and Urban land with slopes generally being smooth and are 0 to 2 percent.

The central low-lying portion of the subject property consists of Samsula muck (#13), which is a very poorly drained, organic soil in swamps and marshes. Slopes are smooth and are less than 2 percent. Typically, this soil is black to dark reddish brown muck to a depth of about 31 inches. This soil has a seasonal high water table at or above the surface except during extended dry periods. This soil has severe limitations affecting septic tank absorption fields, building sites, and local roads and streets. Special measures are required to overcome the excessive wetness.

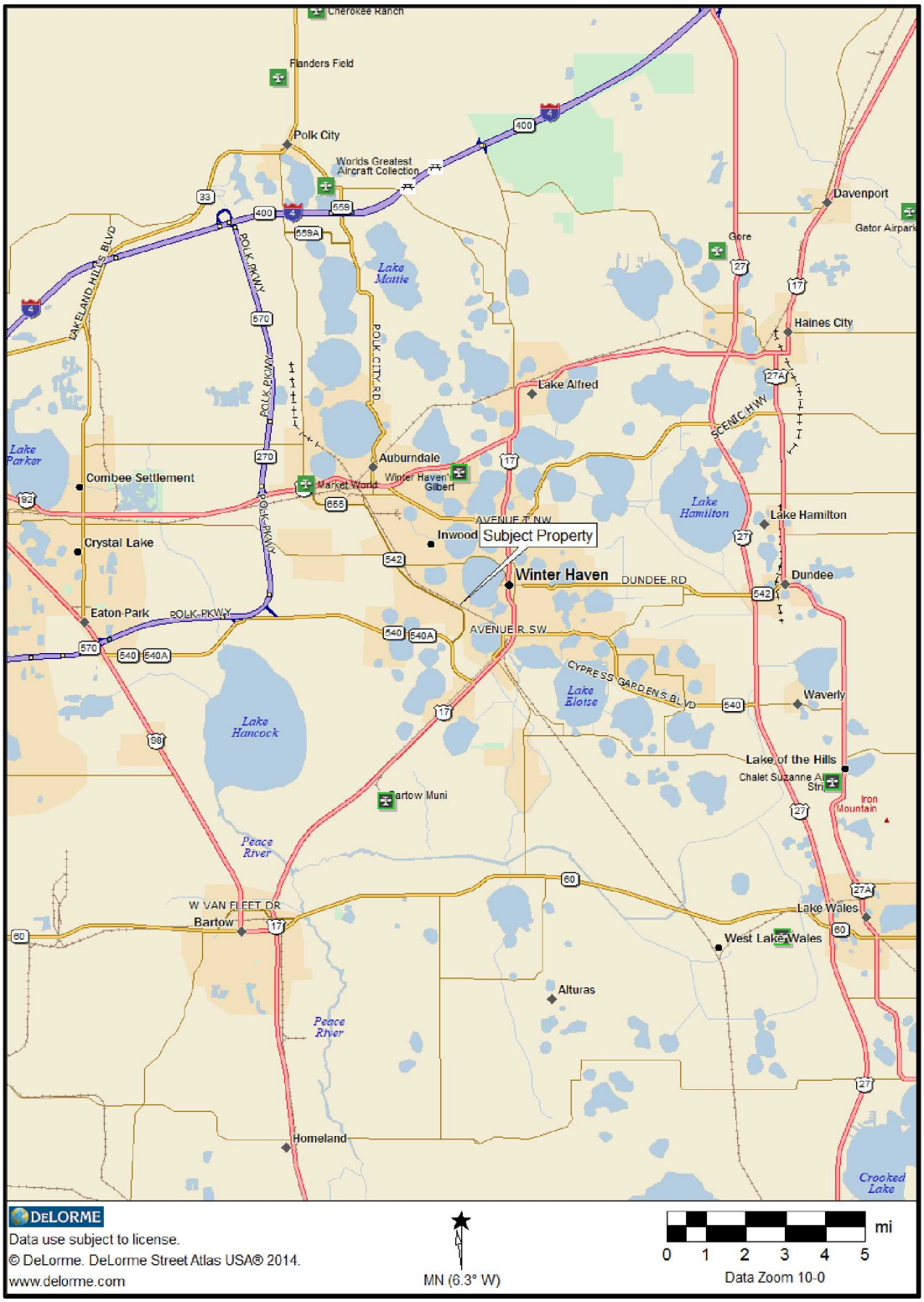
Flood Zone: According to the Federal Flood Insurance Maps maintained in my files, Community Panels No. 12105C0345G and 12105C0365G, dated December 22, 2016, the majority of the eastern portion of the subject property is classified as being in Zone "AE", which is an area with base flood elevations determined. The western side of the site is classified as being in Zone "X" and "X5", which are areas not prone to flooding.

Zoning and Future Land Use Classification:

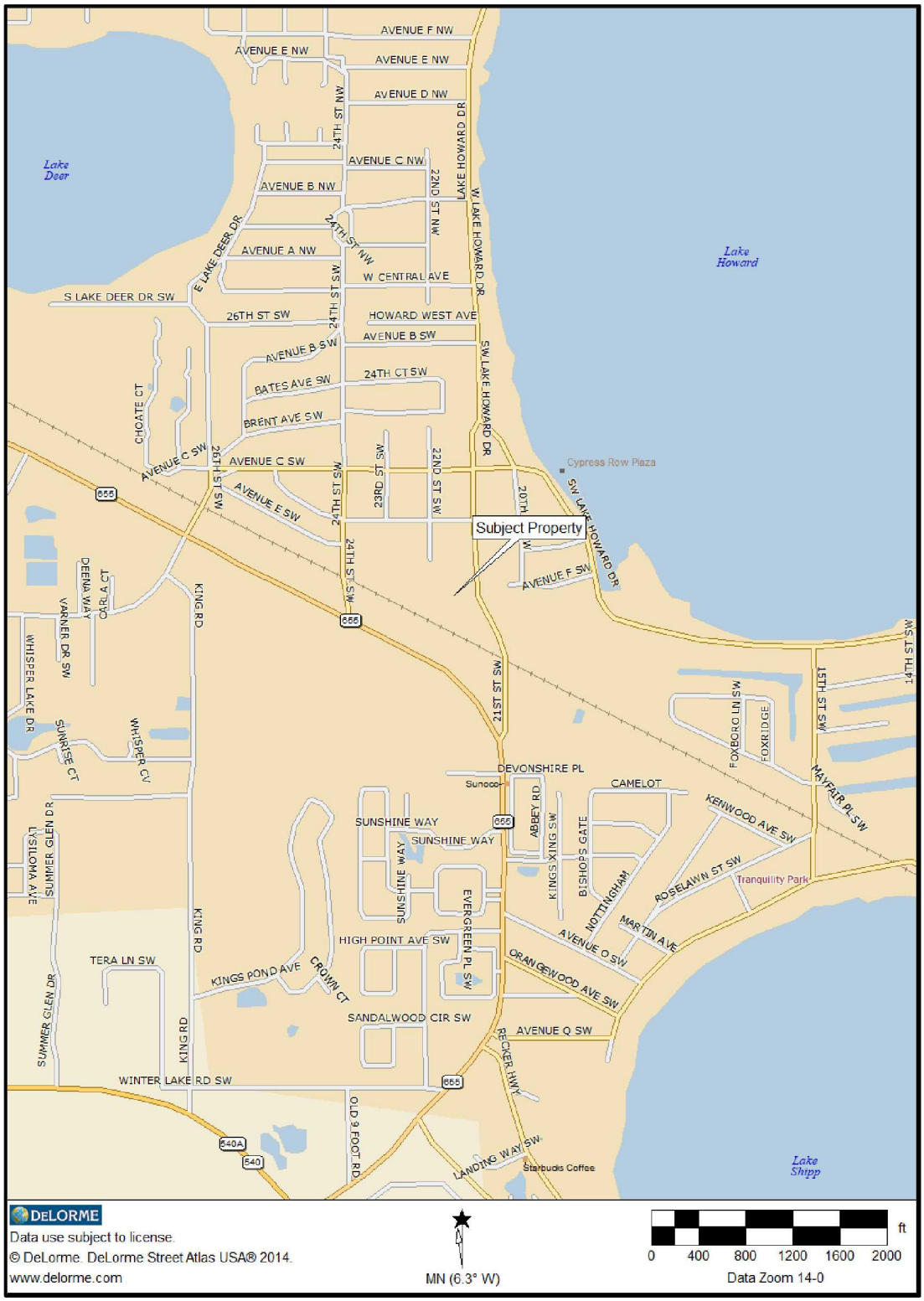
The subject property is located within the City limits of Winter Haven, and has a zoning classification of Residential Single Family (minimum 6,000 sq. ft.). The purpose of this district is to provide areas for single-family, low density residential development, with the necessary and incidental accessory uses that are normally located with the principal use. The maximum density in this R-2 district shall not exceed five dwelling units per gross acre (5du/1ac). Permitted uses include single family standard construction, modular home, garage apartment; adult family care home, family day care home, family foster home; bed and breakfast; golf course; public and private schools; public park/private park/open space; indoor and outdoor recreation.

The subject property has a future land use classification by the City of Winter Haven of Traditional Neighborhood Area. Low to medium density residential areas located within the Central Urban Core shall be designated on the Future Land Use Map as Traditional Neighborhood Areas. Primary uses within Traditional Residential Areas include accessory residential units, apartments, condominiums, townhouses and single-family residences. Secondary uses may include houses of worship, schools, low-intensity commercial uses such as home-based businesses, personal services, small offices, child care, and accessory retail shops, and low intensity recreational uses.

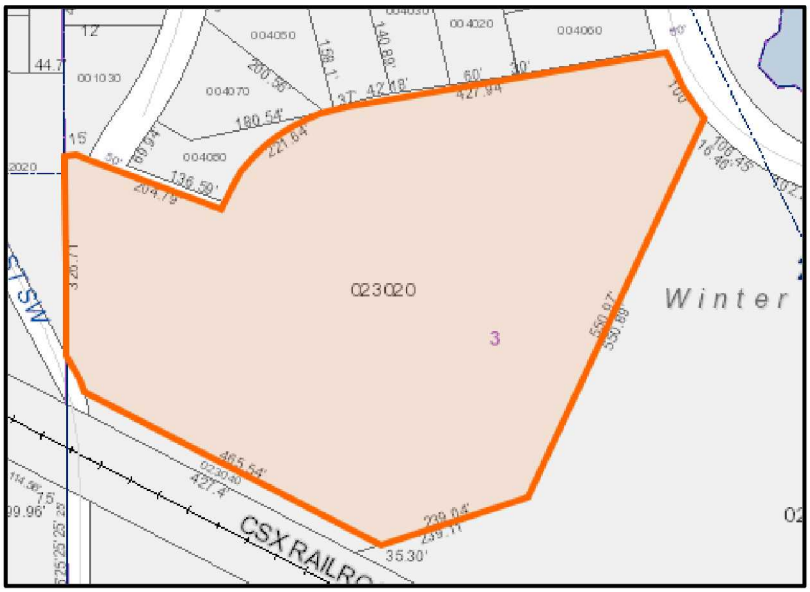
LOCATION MAP



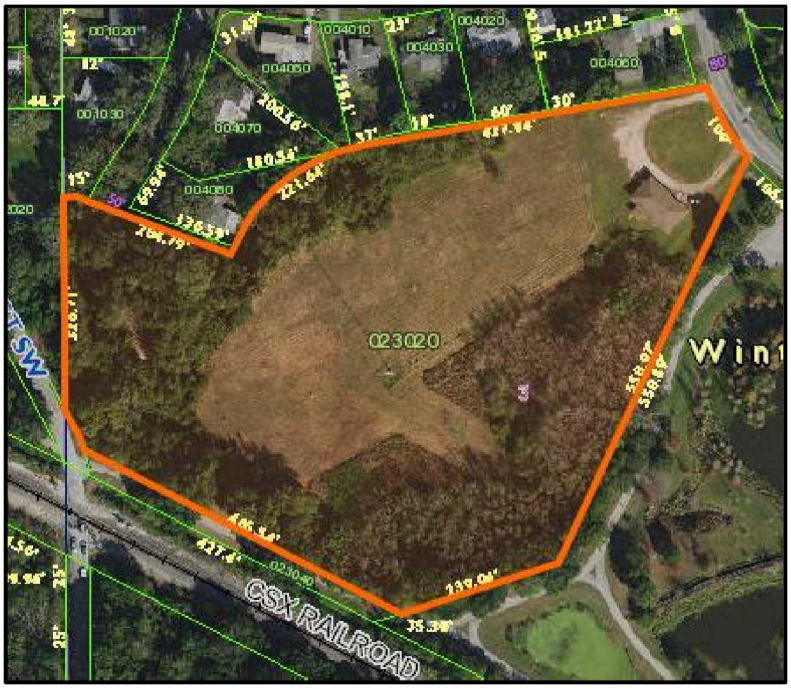
NEIGHBORHOOD MAP



PLAT OF SUBJECT



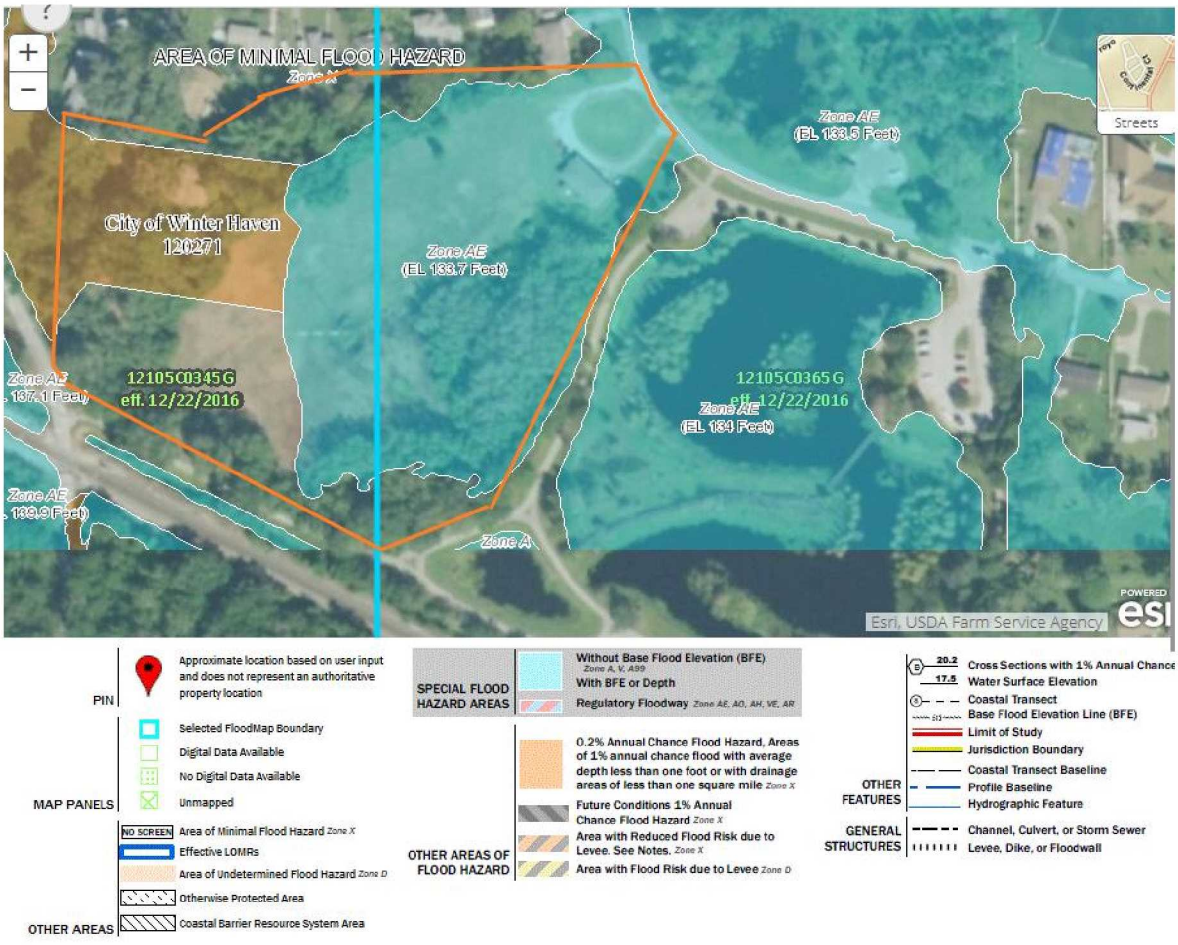
AERIAL PHOTO



WETLANDS DELINIATION MAP



FLOOD MAP


AREA OF MINIMAL FLOOD HAZARD
Zone X
City of Winter Haven
120271
Zone AE
(EL 133.7 Feet)
Zone AE
(EL 133.5 Feet)
12105C0345G
eff. 12/22/2016
12105C0365G
eff. 12/22/2016
Zone AE
(EL 134 Feet)
Zone A
Streets
Esri, USDA Farm Service Agency
POWERED
PIN
Approximate location based on user input and does not represent an authoritative property location
MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped
OTHER AREAS
NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

SOILS MAP

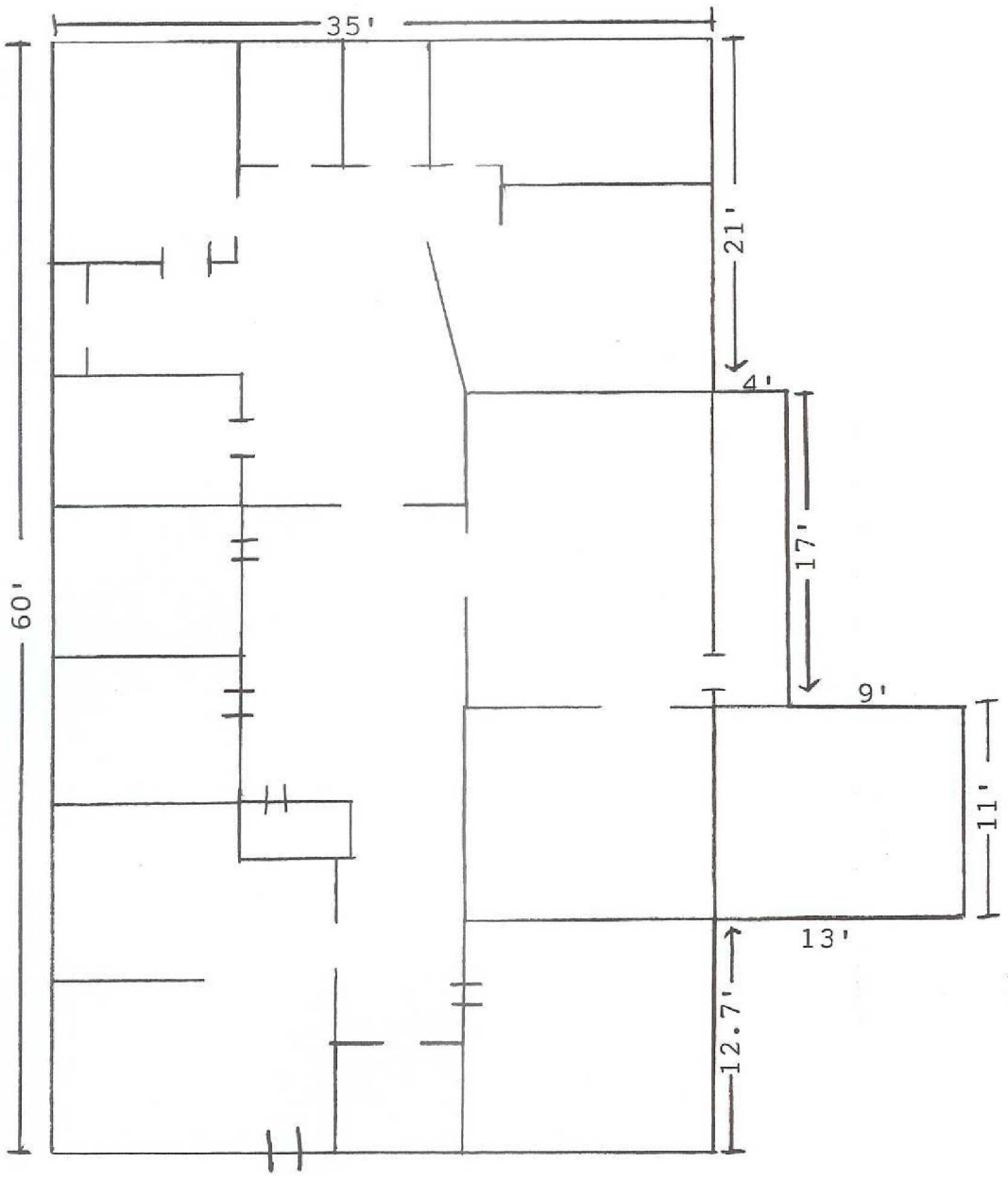


Soil Map—Polk County, Florida

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
7	Pomona fine sand	1.9	22.9%
13	Samsula muck, frequently ponded, 0 to 1 percent slopes	4.3	51.5%
17	Smyrna and Myakka fine sands	1.3	15.4%
25	Placid and Myakka fine sands, depressional	0.0	0.0%
51	Pomona-Urban land complex	0.8	10.1%
Totals for Area of Interest		8.3	100.0%

FLOOR PLAN OF SUBJECT BUILDING





Front view of subject building improvement



Rear and side elevation of subject building



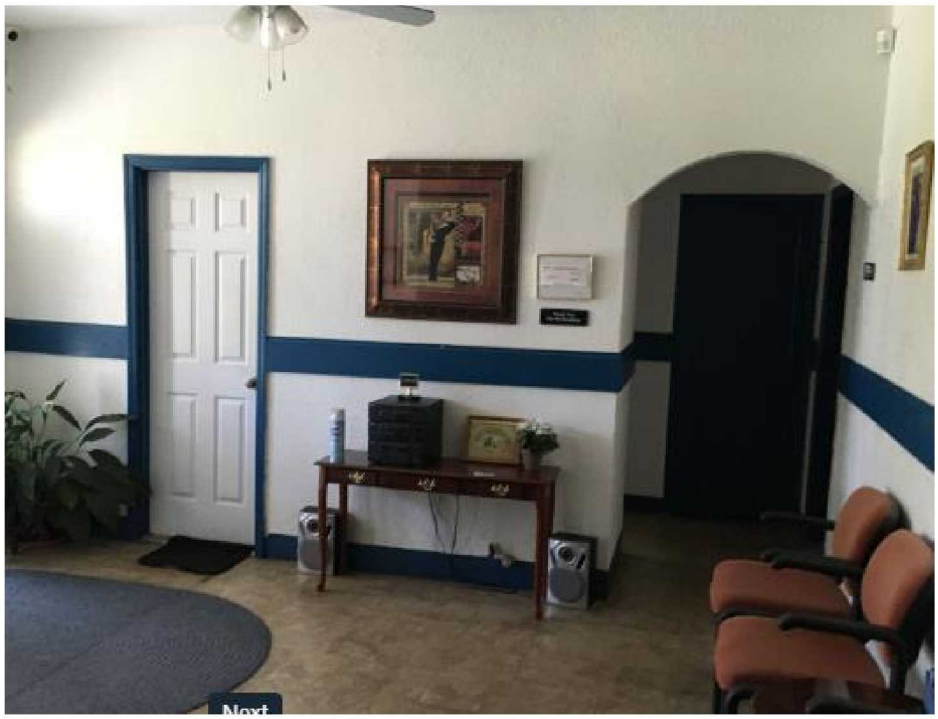
Front and side elevation of subject building



View of land area lying north of subject building



View of Excess land area behind or west of subject building



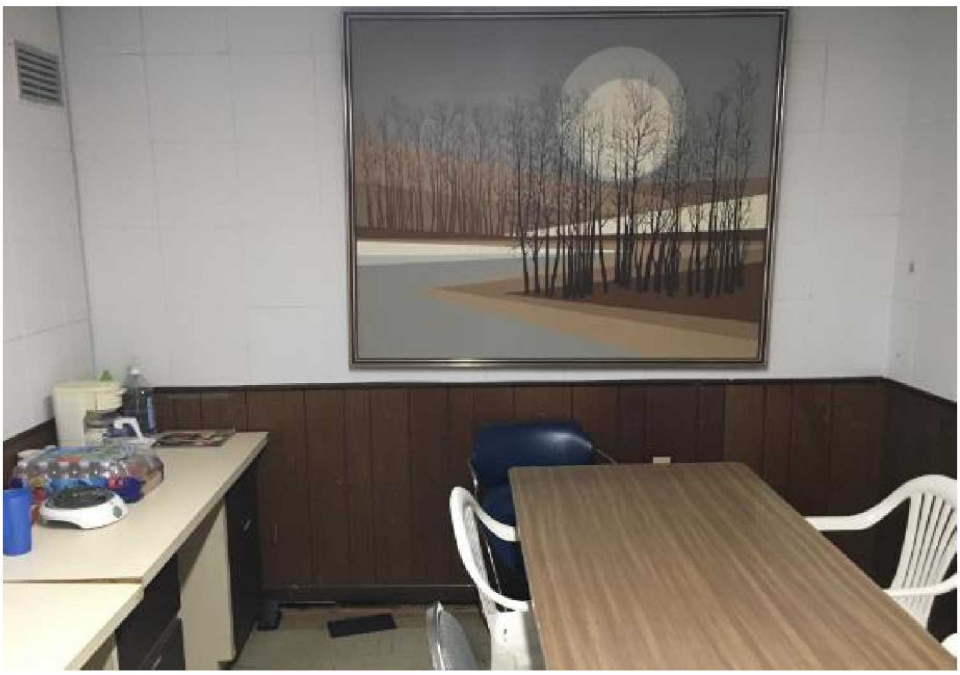
View of subject's interior



Private Office



View of subject broadcast room



Subject breakroom



Southwesterly View of Subject Property

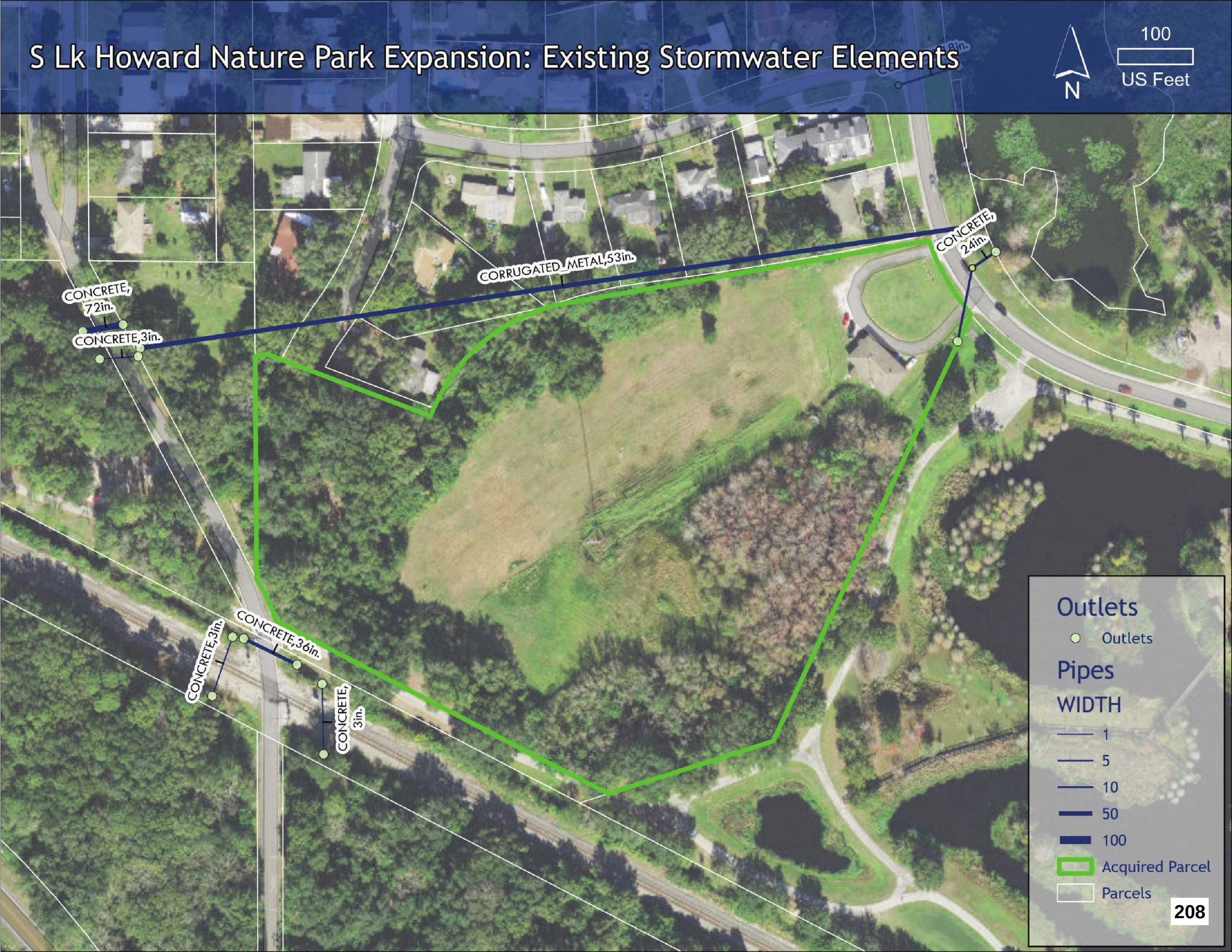


View of Excess Land



View of Along Lake Howard Drive Looking Northwesterly

S Lk Howard Nature Park Expansion: Existing Stormwater Elements





LAKE HOWARD | Master Plan

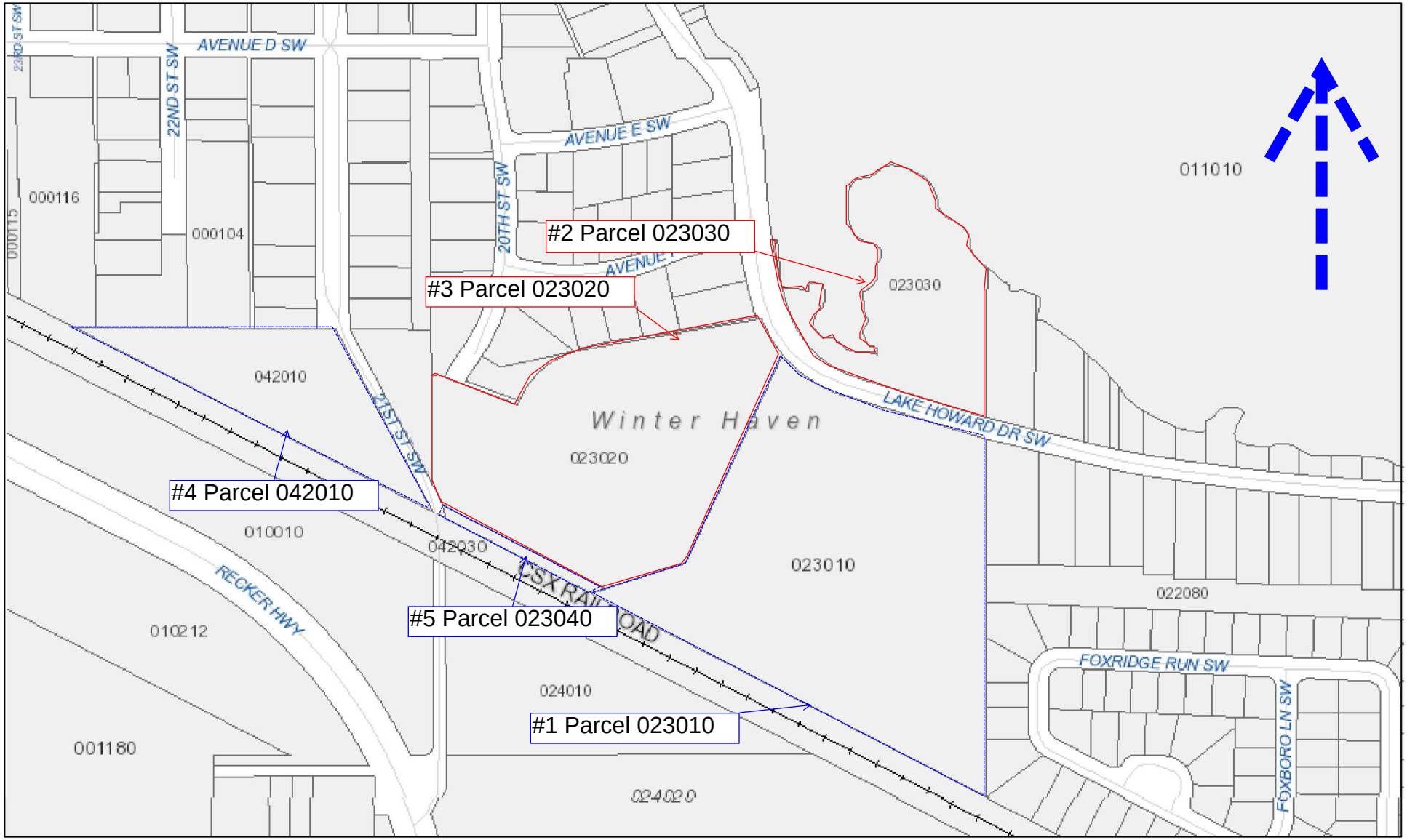
WINTER HAVEN

9.14.2021

Exhibit K
Boundary Map & Legal Descriptions

1. Project Area Boundary Map - Depicting Existing Park & Expansion Parcels
2. Project Area Legal Descriptions

South Lake Howard Trail Nature Park Expansion Boundary Map



Existing Park Parcels

Park Expansion Parcels

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Marsha M. Faux, CFA, ASA
Property Appraiser
Polk County, Florida
October 1, 2021

Exhibit K: South Lake Howard Trail Nature Park Expansion Property Legal Descriptions

Legal Description #1: Parcel 26-28-30-000000-023010

COMM 1304.44 FT S OF NW COR US GOV LOT 3 N 80 DEG 36 MIN E 15 FT S 68 DEG 59 MIN E 204.79 FT NELY ALONG CURVE 221.64 FT N 80 DEG 36 MIN E 427.94 FT (THE AFOREMENTIONED LINES RUNNING ALONG S BNDRY OF NORTH SECTION LAKE HOWARD COVE OF PINES AS REC IN PB 16 PG 40) S 29 DEG 31 MIN E 100 FT TO INT S LINE OF PROPERTY DESC IN OR 2940 PG 1694 WITH SLY R/W LAKE HOWARD DR AND POB S 45 DEG 42 MIN 54 SEC E ALONG R/W 16.46 FT S 53 DEG 43 MIN 34 SEC E ALONG R/W 106.45 FT S 69 DEG 49 MIN 10 SEC E ALONG

Legal Description #2: 26-28-30-000000-023030

THAT PART OF US GOVT LOT 3 LYING W OF NLY EXTENSION OF E BNDRY LINE OF GOVT LOT 3 TO WATERS EDGE LAKE HOWARD & LYING NLY OF MAINT R/W LAKE HOWARD DR & LYING S OF THE EXTENSION OF NORTHERNMOST LINE OF PROPERTY DESC IN OR 2625-738 TO WATERS EDGE OF LAKE HOWARD

Legal Description # 3: Parcel 26-28-30-000000-023020

BEG 1304PT44 FT S OF NW COR OF US GOV LOT 3 RUN N 80 DEG 36 MIN E 15 FT S 68 DEG 59 MIN E 204PT79 FT NELY ALONG ARC OF CURVE 221PT64 FT N 80 DEG 36 MIN E 427PT94 FT S 29 DEG 31 MIN E 100 FT S 25 DEG 21 MIN W 550PT97 FT S 72 DEG 40 MIN W 239PT04 FT TO N R/W SAL RR N 62 DEG 20 MIN W 427PT4 FT ALONG RR R/W N 326PT71 FT TO POB LESS RD R/W & LESS COMM 1304.44 FT S OF NW COR GOVT 3 S 298.70 FT TO POB S 28.23 FT TO NLY R/W SCL R/R S 62 DEG 20 MIN 39 SEC E 427.52 FT N 72 DEG 33 MIN 33 SEC E 35.30 FT N 62

Legal Description # 4: Parcel 26-28-30-000000-042010

THAT PORTION OF NE1/4 OF SW1/4 & SE1/4 OF SW1/4 N & E OF SAL RR & S OF AVE F SW W OF 21ST STREET SW

Legal Description #5: Parcel 26-28-30-000000-023040

COM 1304.44 FT S OF NW COR GOVT 3 S 298.70 FT TO POB S 28.23 FT TO NLY R/W SCL R/R S 62 DEG 20 MIN 39 SEC E 427.52 FT N 72 DEG 33 MIN 33 SEC E 35.30 FT N 62 DEG 20 MIN 39 SEC W 465.54 FT TO POB LESS RD R/W

Affidavit of Prime Bidder

Non-Collusion The contractor/vendor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws City of Winter Haven will not intentionally award City contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

(Signed)_____
Name

_____
Title

ATTACHMENT A

PROPOSER INFORMATION / CERTIFICATION

1. Legal Name of Proposer. Indicate is the Proposer is a Corporation, Joint Venture, Partnership, etc.: _____
2. Name/Title of contact person for the Proposer: _____
3. Local business and mailing address: _____
4. Primary business and mailing address: _____
5. Telephone Number: (__)_____Fax: (__)_____

The above-named Proposer affirms and declares:

A. That the Proposer understands all requirements for the RFQ and states that as a serious Proposer they will comply with all the stipulations included in the RFQ package.

B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.

C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.

D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasure is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.

E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

F. All statements made by the Proposer in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

_____
Witness

_____
Witness

CORPORATE SEAL
(Where Appropriate)

PROPOSER:

BY: _____(SEAL)
(Authorized Signature in Ink)

_____
(Printed Name of Signer)

_____
(Printed Title of Signer)

_____
(Date)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as _____ of _____, a _____ corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

RFQ-23-41 Submittal Cover Page

Date

Name of Company

Authorized Signature

Printed Name Title/Position

Physical Address

City State Zip

Email address

Telephone Number / Fax Number

Received Addenda #'s

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

Key Team members and addresses of principal office:

Exhibit 'B'

DESIGN BUILD SERVICES FOR:

SOUTH LAKE HOWARD NATURE PARK EXPANSION

RFQ-23-41



WINTER HAVEN
The Chain of Lakes City

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

THE LUNZ GROUP

CARTER|KAYE ENGINEERING

Catalyst DESIGN GROUP

SUBMITTED BY:
WHITEHEAD CONSTRUCTION

RFQ-23-41 Submittal Cover Page

AUGUST 28, 2023
Date

EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION
Name of Company


Authorized Signature

E. RYAN WHITEHEAD — PRESIDENT
Printed Name — Title/Position

601 6th ST SW
Physical Address

WINTER HAVEN — FL — 33880
City — State — Zip

RYAN@WHITEHEADCONSTRUCTION.COM
Email address

(863) 293-6473 / (863) 299-2879
Telephone Number / Fax Number

Received Addenda #'s 0

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

THE LUNZ GROUP

CARTER/KAYE ENGINEERING

CATALYST DESIGN GROUP

Key Team members and addresses of principal office:

BRADLEY LUNZ, Principal Architect — 40 WEST CENTRAL AVENUE, #350, WINTER HAVEN, FL 33881

KIRSS KAY, Principal Engineer — 137 5TH ST NW, WINTER HAVEN, FL 33880

BRUCE HALL, Principal Landscape Architect — 941 W. MORSE BOULEVARD, #100, WINTER PARK, FL 32789

5.1.1

City of Winter Haven
Financial Services Department
551 3rd St. NW
Winter Haven, FL 33881

RE: RFQ-23-41: Design-Build Services for South Lake Howard Nature Park Expansion

Whitehead Construction has assembled a highly qualified team of Design and Construction Professionals with Community Parks and Facilities expertise to provide The City of Winter Haven with the **Design-Build Team** that has an unsurpassed knowledge of the area. Our team has been organized to provide the following KEY benefits:

- Whitehead Construction will contract directly with The City of Winter Haven and then hire and lead the Design-Build Team of industry experts.
- NO LEARNING CURVE – All team members have completed multiple City projects with remarkable success and previously partnered with one another on numerous projects in our community.

5.1.2 Team Overview/Florida Professionals:

Whitehead Construction (General Contractor)

General Contractor currently operating under 3rd generation leadership in Winter Haven with a focus on Design-Build Projects.
Key Personnel: Ryan Whitehead (***License #: CBC1251320***), Wayne Mullen (***License #: CGC1506376***), and Terry Pittman.

Carter & Kaye Engineering (Engineer)

A solution-oriented civil/environmental engineering firm with experience in hundreds of public infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than $500 million.
Key Personnel: Kriss Kaye (***License #: PE50607***), Carter David (***License #: PE31915***), Robert Dubois (Pennoni – *Principal Surveyor), and Michael Joyce (Pennoni – Senior Technical Specialist)*

Catalyst (Landscape Architect)

Catalyst Design Group is an innovative, multidisciplinary firm with combined expertise in planning, civil engineering, and landscape architecture. Our project approach equally blends these three disciplines, resulting in our ability to deliver creative solutions to complex development and construction challenges
Key Personnel: Bruce Hall, PLA, ASLA **(*License #: LA0001367*),** Jay Hood, PLA, ASLA **(*License #: LA0001277*)** and Bobby Ellis (*Ellis Turf Services – Field Specialist*)

The Lunz Group (Architect)

The Lunz Group is a full-service architectural firm with offices throughout the Central Florida region, providing professional services including architectural design, interior design, master planning, programming, and visualization. Edward Lunz established the firm in 1987 in Lakeland, Florida. Today, our firm continues to grow and innovate by creating a distinct, client-centered experience focused on delivering the best of our institution's talents, solutions, and processes. With Extensive Fire Station and Public Safety Experience, our team is composed of experts in all things Fire Station design, our team strives to deliver designs that achieve the highest levels of quality.
Key Personnel
Bradley T. Lunz, (**License #: AR94778**)

Our team of experts and professionals are truly and uniquely dedicated to working hand in hand with The City of Winter Haven to deliver a first-class design-build project. After all, we will work and live here long after the projects are complete! We look forward to the opportunity to further present our team's qualifications to be your Design-Builder for the South Lake Howard Nature Park Expansion project.

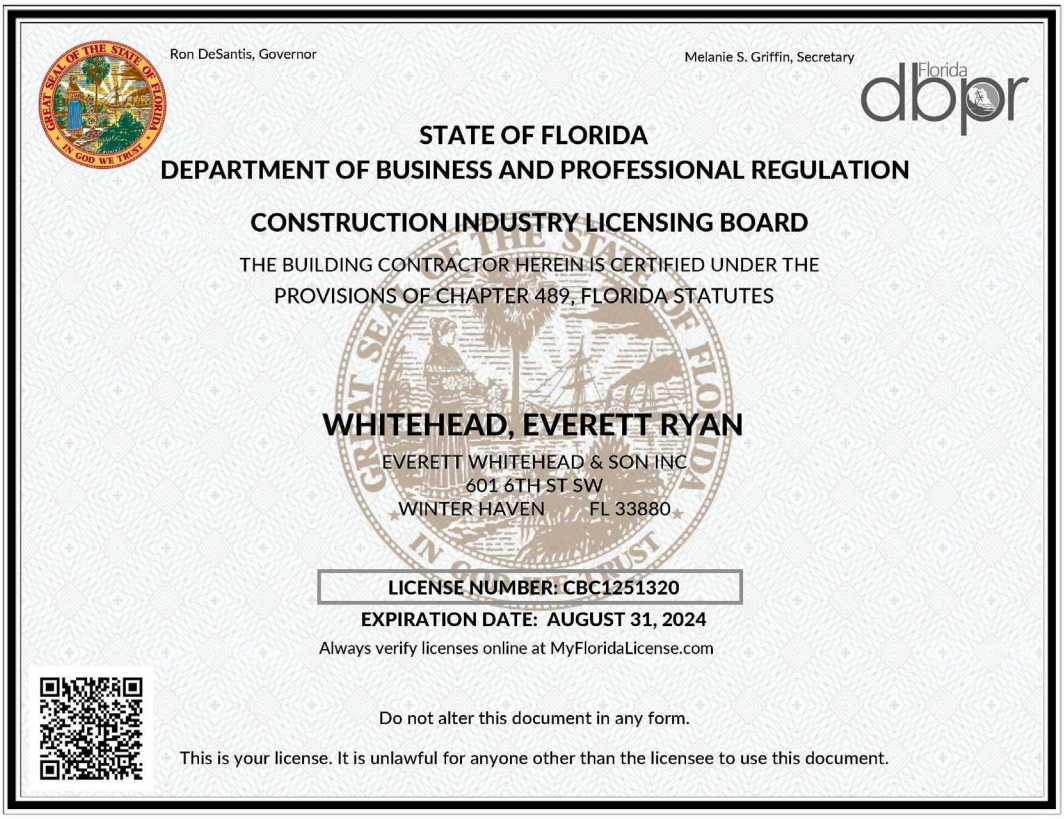
With kind regards,



E. Ryan Whitehead
President

5.1.2 Whitehead Construction Key Personnel Licenses

E. Ryan Whitehead, President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHITEHEAD, EVERETT RYAN

EVERETT WHITEHEAD & SON INC
601 6TH ST SW
WINTER HAVEN FL 33880

LICENSE NUMBER: CBC1251320
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Frederick Wayne Mullen, Project Manager



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLEN, FREDERICK WAYNE

EVERETT WHITEHEAD & SON INC
601 SIXTH ST SW
WINTER HAVEN FL 33880

LICENSE NUMBER: CGC1506376
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Note: See Appendix for additional *independent* licensure of key TEAM members.

5.2 EXPERIENCE AND QUALIFICATIONS



Project Owner
City of Winter Haven, FL
Reference Information
T. Michael Stavres CPM, CPRP
Deputy City Manager
(863) 291-5600
mstavres@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$3,177,000
Final Construction Cost
$3,200,000
Timeline | Completion Date
170 Days | 2012
Architect & Engineer
C&K Architects|Interiors, Inc.
Carter|Kaye Engineering

Description: Turnkey development of an entire city block, including demolition for a new 3-story, 267-space precast parking garage. The façade of the garage was designed to match the character of the surrounding downtown district.



Project Owner
City of Winter Haven, FL
Reference Information
T. Michael Stavres CPM, CPRP
Deputy City Manager
(863) 291-5600
mstavres@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$1,722,000
Final Construction Cost
$1,663,000
Timeline | Completion Date
160 days | 2020
Architect & Engineer
Team Pain
Pennoni

Description: Construction of a new 16,000sf skate park including both a street course and flow bowl, along with the demolition and renovation of the adjacent Lake Silver Amphitheater and parking lot.



Project Owner
City of Winter Haven, FL
Reference Information
T. Michael Stavres CPM, CPRP
Deputy City Manager
(863) 291-5600
mstavres@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$2,509,000
Final Construction Cost
$2,123,000
Timeline | Completion Date
200 days | 2018
Architect & Engineer
The Lunz Group
Pennoni

Description: Construction of a new tennis center for the City of Winter Haven including a new pro shop/clubhouse with second floor viewing area, (8ea) new clay tennis courts, (4) pickle ball courts, (1ea) 10 and under asphalt court and pre-engineered shade structure.

5.2 EXPERIENCE AND QUALIFICATIONS

Project Owner
City of Winter Haven
Reference Information
Andy Palmer, CPRE
Recreation Superintendent
(863) 291-5600
apalmer@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$410,000
Final Construction Cost
$705,000
Completion Date
2009 & 2011
Architect & Engineer & Dock Designer
City of Winter Haven Technical Services Division
Larry Gohn Marine Construction



Description: Lake Maude Nature Park features: a parking lot, two picnic pavilions, concrete walking paths throughout the park, restrooms, fishing piers/bridge, and other enhancements for the wetland area surrounding Lake Maude Nature Park.

Project Owner
City of Winter Haven, FL
Reference Information
Andy Palmer, CPRE
Recreation Superintendent
(863) 291-5600
apalmer@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$1,490,000
Final Construction Cost
$1,590,000 +/-
Completion Date
February 2022
Architect & Engineer
Straughn Trout Associates
Carter|Kaye Engineering



Description: A revitalization design-build that continues the work previously at the Skate Park and Amphitheater on Lake Silver. The community of Winter Haven will enjoy a monument to Dr. King, new landscaping, an overlook platform with concessions and restroom facilities, a shoreline stage for ski tournaments and shows.

Project Owner
City of Winter Haven, FL
Reference Information
Andy Palmer, CPRE
Recreation Superintendent
(863) 291-5600
apalmer@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$2,900,000
Final Construction Cost
$2,900,000 +/-
Completion Date
Spring 2022
Architect & Engineer
The Lunz Group - Architect
Carter|Kaye Engineering



Description: This design-build project renovated the 5 existing baseball fields in the 6-acre park. Improvements consisted of the replacement of all dugouts, bullpens, scoreboards, fencing, LED lighting, corrections regarding the stormwater and drainage issues of the complex, and a trail system that connects to Lake Shipp Park. This project will benefit the community, for many generations to come.



BVL Library Cyber Patio

KISSIMMEE, FL

PROJECT DESCRIPTION

Osceola County brought the our team onboard in 2021 to provide architectural design and engineering services for the BVL Library Cyber Patio. The Lunz Group designed a 250 square foot covered porch that included data and power sources for electronic devices.

During the COVID-19 pandemic, outdoor spaces were in high demand in multiple communities. The BVL Library saw the need for an outdoor space option, thus The BVL Cyber Patio came into existence. This area provides visitors a change of scenery at the library. Visitors have the opportunity to enjoy an outdoor seating option to work, study, and use electronic devices outside.

ROLE Architectural Design

SIZE 250 SF

COST $ 540,000.00

PROJECT REPRESENTATIVE
Conrad Ballance,
Facilities Management,
Osceola County Board
of Commissioners
1 Courthouse Square
Suite 2300, Kissimmee,
FL 34741
p. 407.742.0525
conrad.ballance@
osceola.org

COMPLETION
2022

FIRM RESPONSIBILITY
Prime Architect of
Record

CHANGE ORDERS/VALUE
N/A



Polk Nature Discovery Center

LAKELAND, FL

PROJECT DESCRIPTION

The new Environmental Education Center is a joint project of Southwest Florida Water Management District and the Polk County Natural resources Department. Composed of Four (4) buildings, the complex provides multiple activities for the public. The project was designed in the style of "Old Florida" and located in a pristine 1,200 acre nature preserve. Traffic flow, varied uses and multiple age groups are all accommodated in this accessible, natural setting.

ROLE Architectural Design

SIZE 12,000 SF

COST Withheld

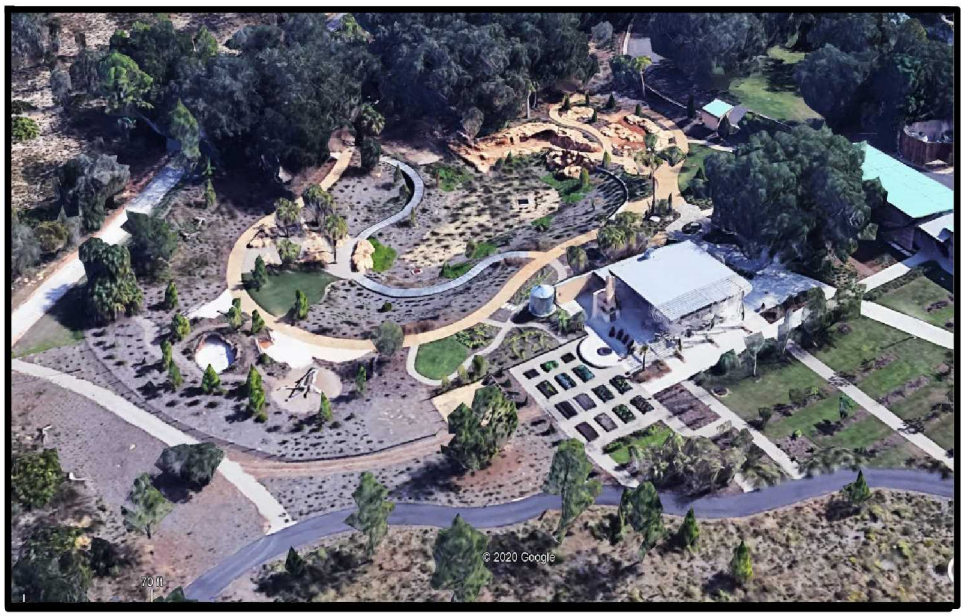
PROJECT REPRESENTATIVE
David Peach
Polk County Facilities Management
(p) 863.534.5523
(e) davidpeach@polk-county.net

COMPLETION
2008

FIRM RESPONSIBILITY
Prime Architect of Record

CHANGE ORDERS/VALUE
N/A

Bok Tower Gardens Artificial Wetland/Manmade Lake



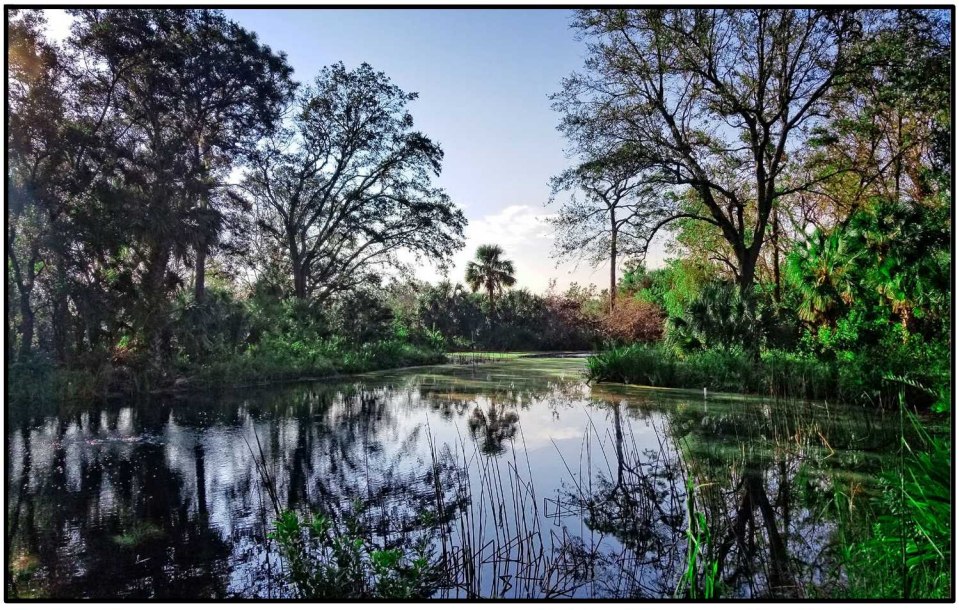
Project Owner:
Bok Tower Foundation, Inc.
Reference Information:
Mr. Christopher Lutton
(863) 632-2487 (mobile)
former Dir. Facilities

Role of Firm/Individual(s):
Kriss Kaye, PE, Engineer of Record
Original Construction Budget
$9 million
Final Construction Cost:
$15 million
Completion Date: 2017

Description:
Bok Tower Gardens (a National Historic Landmark originally designed by Frederick Law Olmstead Jr.) conducted its largest expansion in 90 years over a 40+/- acres area. The EOR's engineering work included The new wetland, lake and bog area provides visitors with an immersive natural learning experience. The lake was lined with an EPDM liner to provide 400,000 gallons of surface water habitat and ecosystem.

Awards:
-ACEC/FES Engineering Excellence Grand Award
-ASCE Engineering Project of the Year
-American Planning Association Outstanding Contribution Award

Winter Lake Stormwater Treatment Train Design



Project Owner
Kemp Properties, Inc.
Reference Information
Mr. Adam Kemp –
(863) 291-5600 (office)
Role of Firm/Individual
Kriss Kaye, PE, Engineer of Record

Original Construction Budget
$9 million
Final Construction Cost
$9+/- million
Completion Date: 2023

Description:
This system design was required to reduce pollutants to pre-development conditions, reducing the pollutant loads by 98 percent. This design included a treatment train approach consisting of reducing the DCIA, a development outfall to a pretreatment system of retention, which cascades into a permanent pool design. The permanent pool provides residence time using a wet detention system which outfalls to a side-bank filtration system prior to discharging from the site to the Lake Howard Drainage Basin.

Lake Conine Wetland Nature Park



Project Owner:
City of Winter Haven
Reference Information:
Mr. Andy Palmer
(863) 327-5931

Role of Firm/Individual(s):
Kriss Kaye, PE, Engineer of Record
Original Construction Budget
$900k (Phase 1 surcharge only)
Final Construction Cost:
$900k (Phase 1 surcharge only)
Completion Date: 2024

Description:
Engineer of Record for Winter Haven's 34-acre park. The new park stormwater system was designed with a pollutant reduction system which reduced the phosphorus concentrations by an estimated 80 percent. The site elements include: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area. During the design it was realized there were mucky soils under the area of the proposed park improvements. As a result, the team devised a plan to surcharge the site to consolidate the underlying soft soil it stabilize the material and create a more solid foundation for the final park improvements.

Lake Maude Recreational Complex



Project Owner
City of Winter Haven
Reference Information
Mr. Travis Edwards –
Leisure Services' Director
(863) 291-5600 (office)
Role of Firm/Individual
Kriss Kaye, PE, Engineer of Record

Original Construction Budget
$3 million
Final Construction Cost
$3.5+/- million
Completion Date: 2019

Description:
26-acre recreational improvement project included game fields, concession, restrooms, fields/facilities for local football practice and games, picnic areas, and a trail system that interconnects with the adjacent Lake Maude Nature Park Trail. To confirm the community's desires and determine what additional facilities should be incorporated, a publicly vetted programming and master planning process was conducted. Engineering assistance included permitting and various designs, i.e. layouts, lighting, entrances, parking, potable water distribution, sanitary sewer collection and transmission/lift station, site stormwater management, irrigation, landscaping and erosion control.

COMPARABLE PROJECTS | COMPLETED BY PROPOSED TEAM



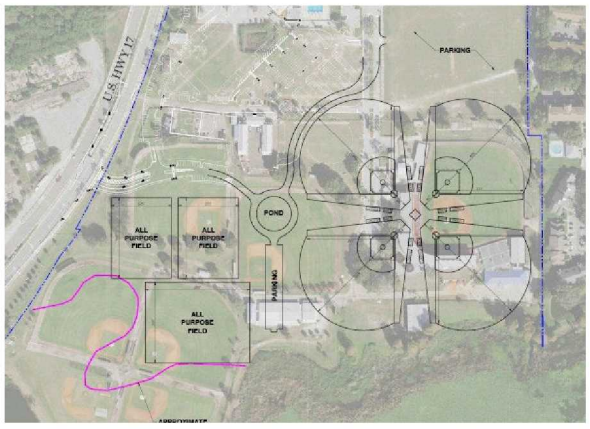
LAKE CONINE STORMWATER PARK
Winter Haven, Florida
A 34-acre passive and interpretive park designed around a proposed stormwater treatment facility for the City of Winter Haven. Through a design charrette process, the team integrated various elements into the site (which included open water and wooded areas) to deliver a recreational and educational amenity for the surrounding neighborhoods. Elements included: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area.

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating)
Construction Cost (Original/Final) | $1.9 million / N/A
Construction Completion Date | February 2021
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com



CITY OF WINTER HAVEN - DR. MARTIN LUTHER KING, JR. PARK
Winter Haven, Florida
Located on the shore of Lake Silver, this renovation project was designed to improve the existing interpretive features for Dr. King and enhance the park's facilities. Project features a new monument sign, interpretive panels, "quote spots" throughout the park, ADA accessibility and a new restroom/ concession building with an overlook deck for guests to watch water skiing tournaments.

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating, Construction Documents, Construction Phase Services)
Construction Cost (Original/Final) | N/A / $1.6 million
Construction Completion Date | January 2022* (est)
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com



CHAIN OF LAKES PARK MASTER PLAN
Winter Haven, Florida
Provided the 2016-2017 initial master planning for the City of Winter Haven's Chain of Lakes Park. The project features the addition of a 60,000-square-foot fieldhouse, an upgraded theater and recreation building, aquatics center renovation, and an overall new design for the existing open space areas of this lakefront park. The new open space facilities include four collegiate baseball fields; a large "commons;" two multipurpose fields; two multipurpose/ event parking fields; and a waterfront promenade that features a restaurant, amphitheater, playground and docks for visiting boats and seaplanes. *Catalyst is currently updating the master plan with the City in order to accommodate changes to the site due to the construction of the fieldhouse and surrounding parking.*

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating)
Construction Cost (Original/Final) | $40 million / N/A
Construction Completion Date | N/A (MP update complete Dec. 2021)
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com

Projects completed by proposed Catalyst staff while under previous employment

COMPARABLE PROJECTS | CONTINUED



CITY OF WINTER HAVEN - LAKE HOWARD STORMWATER PARK
Winter Haven, Florida
Expansion to the existing stormwater park, encompassing 28 acres. The project, as part of the overall master plan, included a backup/secondary stormwater treatment system and expansion to the trail system. Master plan included: 1,000+ feet of boardwalks; the creation of a wetland marsh; settlement ponds and diverter structures; indoor/outdoor classrooms; a bat house; expanded parking; a roundabout; lake overlook picnic pavilions; exercise stations; and a dock on Lake Howard for lake maintenance staff.

Role | Landscape Architect (Master Planning, Public Involvement)
Construction Cost (Original/Final) | $2.8 million / N/A
Construction Completion Date | N/A
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com



CITY OF MIAMI - BRITTANY BAY PARK
Miami, Florida
The park, situated along 1,000 feet of the Biscayne Bay waterway, was designed to meet the City of Miami Beach's desire to address sea level rise and a failing seawall. Project included a waterside promenade and "living shoreline" environment between the existing seawall and the new seawall. A floating deck also spans the created environment. Park design improves pedestrian circulation, and includes 10 exercise stations along the walkway, flexible open spaces, and landscape enhancements.

Role | Landscape Architect (Master Planning, Construction Documents)
Construction Cost (Original/Final) | N/A / $1.8 million
Construction Completion Date | 2021
Owner | City of Miami Beach



CITY OF AUBURNDALE - PILAKLAKAHA (PK) AVENUE STREETSCAPE
Auburndale, Florida
The five-block streetscape project fundamentally changed the corridor from a flood-prone, high-speed arterial into a safe, sustainable, multimodal street. Design included a lane reduction from four lanes to two lanes, a multipurpose trail, on-street parking, enhanced pedestrian safety measures, and rain gardens along this 3,300-foot section of roadway (the roadway links residential neighborhoods to the City's historic downtown core). *Grand Award, American Council of Engineering Companies of Florida, 2019; Design Award, American Society of Landscape Architects, 2019.*

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating, Construction Documents, Construction Phase Services)
Construction Cost (Original/Final) | $55,000 CDs (LA only) / $2.8 million
Construction Completion Date | June 2019
Owner | Jeff Tillman, City of Auburndale, FL, 863.965.5530, jtillman@auburndalefl.com

Projects completed by proposed Catalyst staff while under previous employment

COMPARABLE PROJECTS | CONTINUED



CITY OF LAKELAND PARKS AND RECREATION - SE7EN WETLANDS TRAILS
Lakeland, Florida
Se7en Wetlands is a 1,600 acre reclaimed phosphate mine which serves as a wetland treatment system that provides additional and final treatment of the City's wastewater. Filled with a diversity of wildlife, interpretive stations and boardwalks, the park and trail system have seen over 25,000 visitors in three years since its opening with only a few miles of trails available and has become a frequent destination for school groups. Project has won numerous awards from 2018-2020, with TBAEP, NAEP, FWEA, WWD, and FSAWWA.

Role | Landscape Architect (Master Planning, Public Involvement, Construction Documents, Cost Estimating)
Construction Cost (Original/Final) | $1.5 million / TBD
Construction Completion Date | Ongoing (Phase 4)
Owner | Pamela Page, City of Lakeland Dept. of Parks and Recreation, 863.834.6088, pamela.page@lakelandgov.net



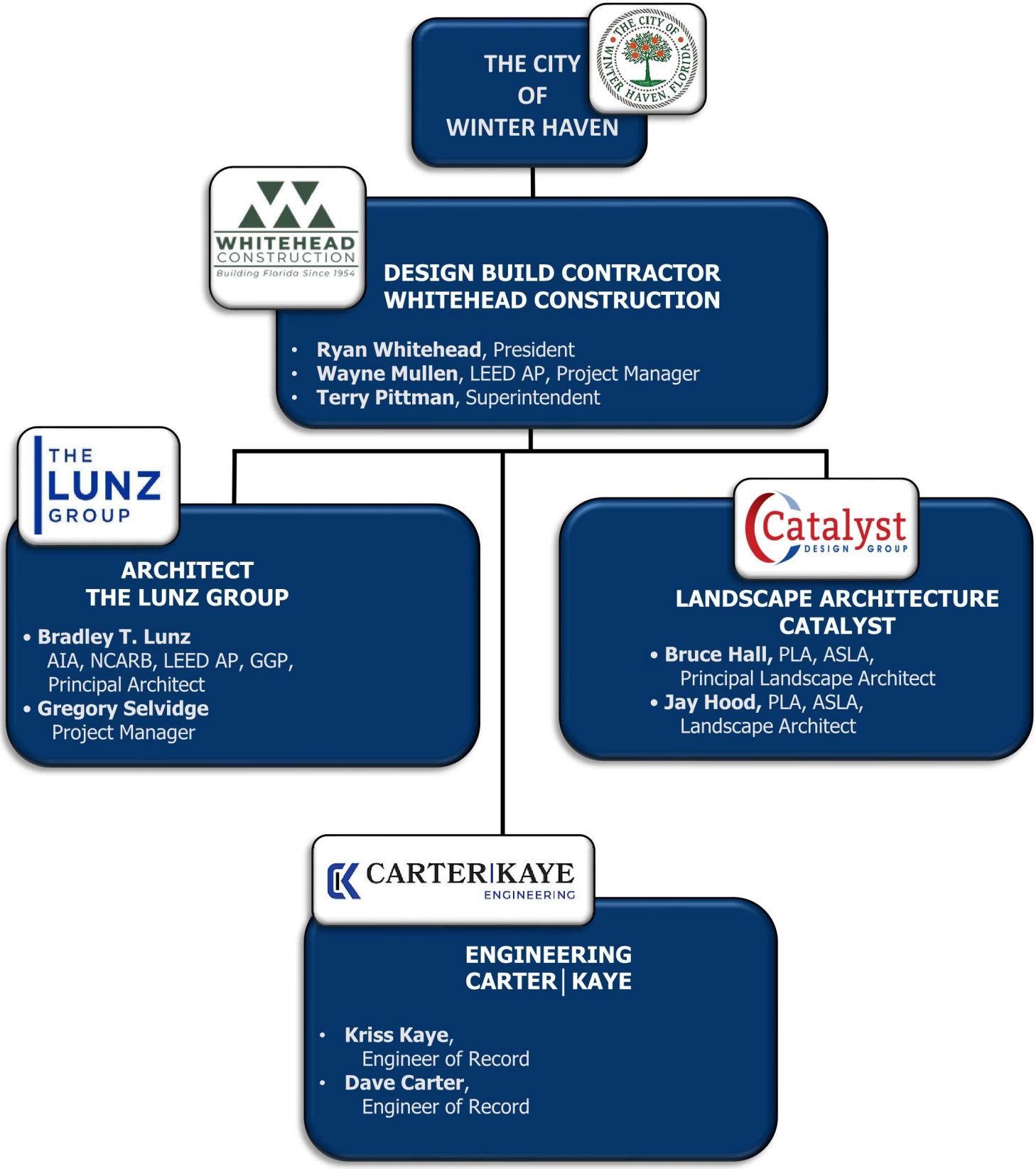
SOUTH CENTRAL PARK, STREETSCAPE AND TRAIL
Winter Haven, Florida
Located in downtown Winter Haven, the project encompassed a full city block and included two flexible plaza areas. These plaza areas were designed to serve as parking during the day and venues for concerts and events during the evenings and weekends. The project also included an extension of the Chain of Lakes Trail into the downtown environment which provided links to the multiple parks on the north end of downtown. *Project of the Year Award, Florida Engineering Society (FES), Ridge Chapter, 2019.*

Role | Landscape Architect (Master Planning, Construction Documents, Construction Phase Services)
Construction Cost (Original/Final) | N/A / $4.4 million
Construction Completion Date | Oct. 2018
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com

Projects completed by proposed Catalyst staff while under previous employment

5.3.1

Organizational Chart



See Appendix for Resumes

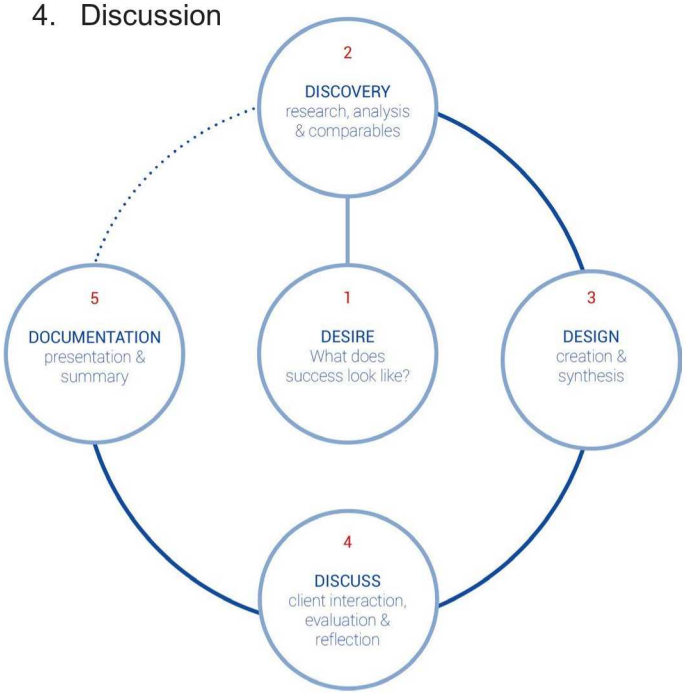
5.4.1

Our assembled team of professionals for this project share many years of working with one another and the successful planning, design, and construction of multiple active and passive recreational parks and civic facilities in the community. Our Whitehead Construction team members have worked together on Martin Luther King, Jr. Park, Lake Maude Park, and Fire Stations No. 3, 4, and 5. We have also individually have worked on additional projects within the Winter Haven community. As with other projects, our design team utilizes a proven project approach for delivering active and passive recreational facilities which facilitates the desires of City staff and key stakeholders through a collaborative "concept to construction" method; together, we will work to develop and implement a shared vision.

Known as the "5 Ds," the inclusive design process allows for thoughtful, creative design solutions grounded in community needs and context.

<u>The basic steps of our 5D Approach include:</u>

1. Desire
2. Discovery
3. Design
4. Discussion



1. DESIRE | CLIENT & USER NEEDS

During this first phase of the process, DESIRE, we "listen first" to fully understand your desires. We will ask the important question, "What does success look like for this project?" We will conduct a kickoff meeting with City staff and key stakeholders as we have on our previous projects to establish expectations and ideas for the project.

Our review topics will include:

- Project Overview
- Scope of Work
- Schedule
- Project Programming
- Phases of Implementation

From the RFQ, we understand that at a minimum, we address the following:

- Environmental Improvements
- Recreational Improvements
- Architectural Improvements
- Additional Connections & Offsite Improvements
- Public Involvement
- Surveying
- Infrastructure Improvements
- Fishing Pier
- Trailhead/Parking
- Accessible Playground & Theming
- Accessible Kayak Launching & Boating Facilities
- Expansion of the Existing Exercise Trail
- Disc Golf
- Nature Trail
- Site Amenities
- Low Maintenance/Florida Friendly Landscape

Following the kickoff meeting, the Whitehead Construction team will visit the project site with City staff and key stakeholders to expand on the discussions. During the site visit, opportunities and constraints observed will be discussed along with needs for any additional information.

2. DISCOVERY | RESEARCH, ANALYSIS & COMPARABLES

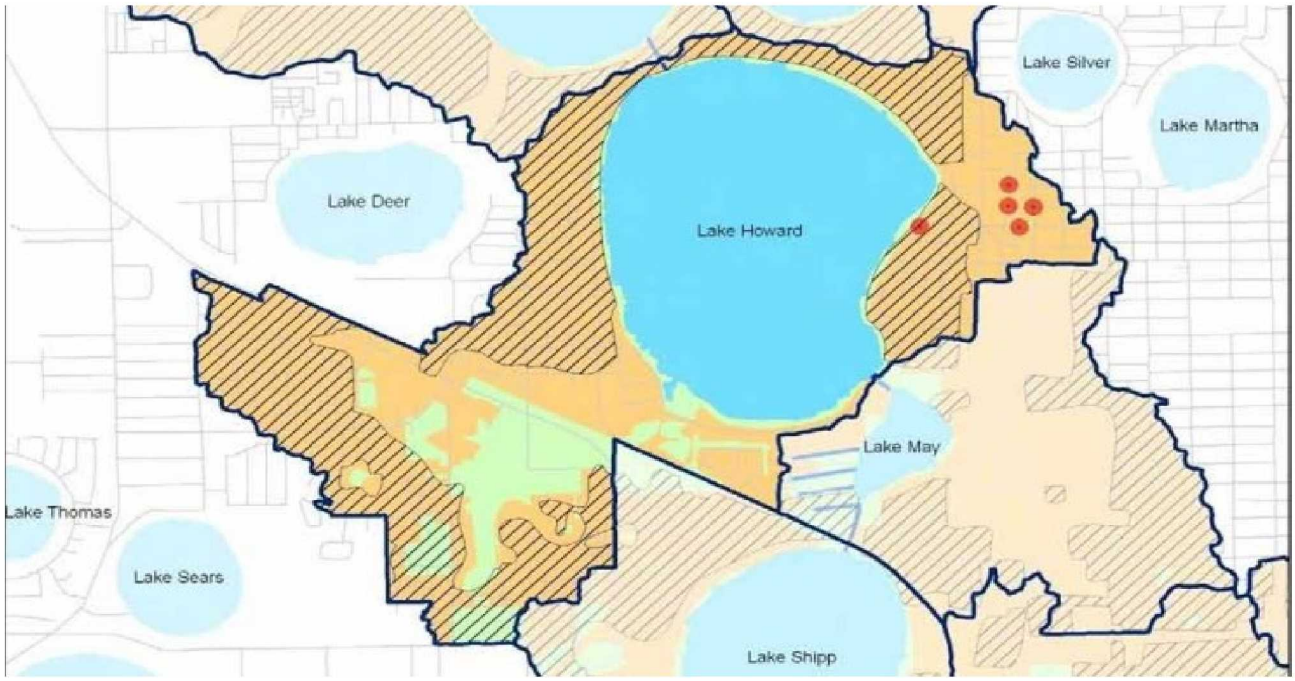
During the DISCOVERY phase, the project team will become more familiar with the site opportunities and constraints. We will reviewthe existing City permits and grant funding obligations, SWFWMD, FDEP and other agencies as applicable. We will also review available previously prepared construction drawings, drainage studies and reports, and any as-built documents. We will also review similar projects for opportunities to create a cost effective and unique experience for the users. Considering this is not only a park enhancement project but also a stormwater treatment improvement project, it will be important to utilize pollutant removal mechanisms, such as sedimentation, precipitation, sorption and biological. uptake



During this phase, it will be necessary to complete the project surveying as soon as possible in order to use it to prepare the base drawings for the 30% Construction Document Phase.







Source: PBSJ Water Quality Management Plan, Final December 2010

3. DESIGN | CREATION & SYNTHESIS

The DESIGN phase is informed by the findings from the Desire and Discovery phases, and this is the point where we will review the plan previously developed by Catalyst staff and we will bring the plan up to date with the present programming and design requirements. We will look to participate in a ½ day design charrette with City staff and design team members to quickly develop a conceptual design and achieve a design consensus. Following the charrette, we'll look to advance the design in preparation of the public involvement exercise.



Integrating Engineering Techniques… to Control and Improve Stormwater



flow control: The regulation of stormwater runoff flow rates.

detention: The temporary storage of stormwater runoff in underground vaults, ponds, or depressed areas to allow for metered discharge that reduce peak flow rates.

retention: The storage of stormwater runoff on site to allow for sedimentation of suspended solids.

filtration: The sequestration of sediment from stormwater runoff through a porous media such as sand, a fibrous root system, or a man-made filter.

infiltration: The vertical movement of stormwater runoff through soil, recharging groundwater.

treatment: Processes that utilize phytoremediation or bacterial colonies to metabolize contaminants in stormwater runoff.

WHITEHEAD CONSTRUCTION Building Florida Since 1954 | THE LUNZ GROUP | CARTER|KAYE ENGINEERING | Catalyst DESIGN GROUP

4. DISCUSSION INTERACTION & EVALUATION



The purpose of the DISCUSSION phase is to confirm the decisions made up to this point and continue to build consensus regarding the final conceptual design. During this phase, we will consolidate what we have heard from the City and review the project with the public to inform them about the project and to receive their input on the design and programming preferences.

Following the first public meeting, we will return to the design phase and update the design to reflect the input received and to develop estimates of probable construction costs. With the updated information in hand, and following review with City staff, we will participate in another presentation with the public to confirm with them that we "heard" them and that the final design is reflective of their desires.

5. DOCUMENTATION | SUMMARY, DELIVERABLES, & RECORDING

During DOCUMENTATION, we will develop the construction documents and project specifications based on public input and the approved conceptual design. We will begin with 30% construction documents and at the completion of the 60% construction documents, Whitehead Construction team will submit documents to the SWFWMD to begin the permitting phase. At the completion of the 90% construction document phase, we will begin City permitting in order to meet the City's schedule of construction beginning in the Spring of 2024.

The Whitehead Construction team's proven approach and experience will allow the City of Winter Haven to further enhance Lake Howard Park, the surrounding parkland, and facilities as a community asset. The proposed team has been fortunate to have been involved in the planning, design, permitting, and construction of stormwater passive parks and we understand the requirements of a successful park project.

We know from our experience "what works" and what doesn't, and that the keys to successful projects include:

- Clearly stated expectations
- Accessible local staff and team members for frequent communication and coordination
- Creative and timeless design
- Principled Design that includes function followed by form
- Recognition of maintenance and operations requirements
- Stakeholder and public support
- Collaborative design process
- Detailed scheduling and milestones
- Regular interim reviews and approvals
- Frequent review of estimated construction costs
- Clearly defined review and approval processes
- Thorough understanding of permitting requirements/processes
- Frequent construction review and coordination
- Commitment to quality, service, schedule and budget

General - With the above referenced 5 "D"s representing the basis of our design approach, our team will proactively look for opportunities to accomplish the following:

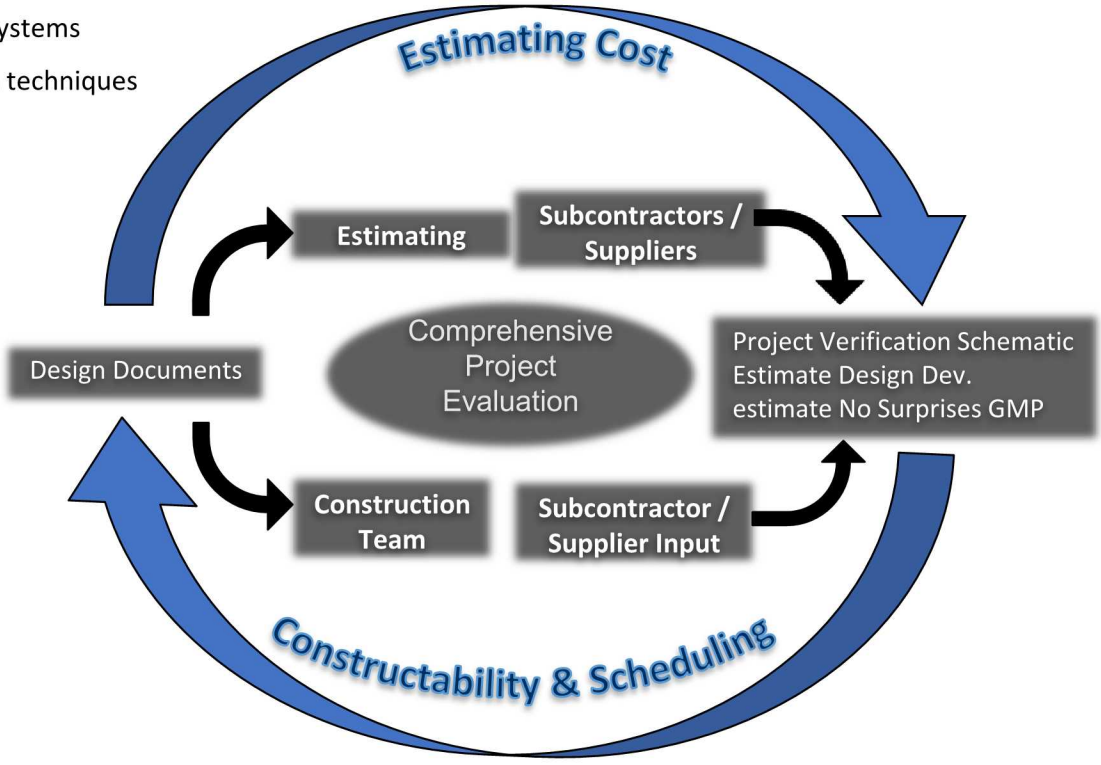
- Reduce the cost, shorten the schedule and improve the design of the facility.
- Ensure continuity of design intent and adherence to sustainable goals.
- Incorporate proven techniques and methodologies.
- Ensure the project meets all program requirements and the Owner's goals.
- Provide a facility that minimizes maintenance for the end-user.

Estimating – Whitehead Construction's approach to estimating will begin in the early preconstruction phase. This is the time for optimizing value while meeting the design requirements and staying within budget constraints. This Design-Build team has extensive knowledge and experience in successfully accomplishing the objective of cost control from design through construction.

At various stages of the design, estimates will be prepared to determine if costs are in line with budget. Potential cost issues will be identified as early as possible and the team will work to mitigate the impact through the use of alternate design solutions, value engineering, etc.

Pre-Construction Phase

- Detailed estimate at every stage of design
- Evaluation building systems
- Analyze construction techniques
- Project analysis
- Value engineering
- Optimize budget
- Cost comparison
- No Surprise GMP



Scheduling – All schedules are prepared "in-house" by Whitehead Construction's own project staff. Outside consultants are never required or used for scheduling. Whitehead Construction uses and provides computer-generated schedules on all of its projects. These schedules include all phases of the project from preconstruction and design through construction, project closeout, and warranty phases. The latest version of Primavera Sure Trak Project Manager is utilized to develop, maintain, and update project schedules at all stages of construction. Sure Trak Software is used to schedule and track progress in the field on a daily basis.

Whitehead Construction utilizes subcontractor input throughout the project to ensure the accuracy of scheduled durations and logic for various components of the work. During the bidding and pre-construction phase, pre-bid meetings are held to determine project durations, particularly on items that may be long-lead procurement.

Management - Assigning a knowledgeable operations team to manage this project is important. Various software programs will be implemented to assist the staff in managing the project, including Procore, which is a document control software used to track submittals, shop drawings, and RFI's, aid with cost control, and prepare meeting minutes. Several other tools are also used by our operations team such as material expediting and submittal schedules, which track material submittals, approval, fabrication, and delivery to ensure critical items are delivered when they are needed and don't impact the construction schedule. Purchasing schedules are also used to track the buy-out of the project and ensure the critical subcontractors such as site, civil, and MEP are contracted in a timely manner.

Dispute resolution – Our team will work together to create a simple method for dispute resolution. Essentially, problems are to be solved following a "chain of command" with a time frame for resolving the problem. Emphasis is placed on empowering employees at the working level to make decisions, resolve problems, and settle disputes. For example, first, the foreman will work with the electrician to solve a problem. If the problem is not resolved in 24 hours, it is escalated to the next level. At the second level, if the project superintendent and the electrician's supervisor cannot resolve the issue within the set time frame, then it moves up to the next level, and so on. This process continues, if necessary, up to the principals. Disputes are to be resolved by the most economical means available, keeping in mind the integrity of the project and the requirements of the contract documents. Time, money, and changes are all subject to the strict interpretations of the appropriate contract clauses.

Safety - On every project, Safety is of paramount importance. Whitehead has an excellent safety record and is committed to safety on our projects from beginning through completion and Owner occupancy. Along with our safety concerns for clients and staff, we are committed to providing the best possible working conditions for our employees. Our safety program will address safety issues for construction personnel, as well as the staff and the general public in proximity to the project. All subcontractors will be responsible for the administration and implementation of the Safety Program as it applies to their scope of work. Each subcontractor performing work on the project will be required to designate a safety & and health representative for the duration of their participation. Whitehead's Safety Program requires that all supervisors attend weekly safety meetings that address the current and future work activities. The Safety Manager will be responsible for conducting employee safety meetings. It is our position that safety is everyone's responsibility.

The Whitehead Construction Team is comprised of professionals with more than 67 years of experience in the planning, design, and construction of passive recreational and interpretive facilities in and around environmental lands such as the Lake Conine Nature Park's stormwater treatment wetland. Our team members have worked together on several recent Winter Haven and Polk County projects including Martin Luther King, Jr. Park, Lake Maude Park, Chain of Lakes Master Plan, Fire Station No. 3 Neighborhood Park, Sertoma Park, and each phase of Lakeland's Se7en Wetlands project. Our proven process for delivering active and passive recreational facilities will facilitate the desires of City Staff and Key Stakeholders through a collaborative "concept to construction" approach in which we will work together to develop and implement a shared project vision as we have in our previous projects with Winter Haven.

Quality Control – Whitehead Construction quality control policy is built on over 67 years of experience in the construction industry. Our approach to quality control begins during the development of the design and specifications at which time we establish a proactive, job-specific Quality Control Program intended to catch problems with non-conforming work before they begin.

The key elements of this program are as follows:

- Careful review of the shop drawings & submittals to ensure full compliance with plans & specs.
- Review of the project specifications, codes and standards, instructions to bidders, and the Quality Control Program with the subcontractor's key personnel before starting work. This allows the project team to discuss the critical elements of construction, review the required codes and standards, and to clarify the requirements and expectations for quality, safety & schedule.
- Early procurement and installation of mock-ups and samples to ensure compliance with specifications and design intent and to allow modifications if required.
- Quality control testing of materials conducted and monitored to ensure compliance with the design specification requirements.
- Daily field inspections by our project superintendent to ensure the work is being performed in accordance with the specifications. The project manager also walks the project daily to review the progress and observe the quality of the work and make corrections as needed.
- Weekly safety meetings and composite jobsite cleanup crews contribute to a safe and clean site which results in a higher overall quality.
- Establish weekly quality meetings and tours of the project with key participants to review and approve the first installed samples of work or mock-ups.
- Inspection and acceptance testing of key systems for compliance with the specified codes and standards.
- Notation, correction and sign-off on conditions that do not meet established standards before the next inspection and while the subcontractor is still on site.
- Start-up and commissioning of all equipment and systems conducted by qualified firms or individuals in the presence of the Owner, users, designers, and construction manager.

Preliminary Design & Schedule

SCHEDULE

The RFQ has identified a very aggressive schedule which requires construction to begin during the spring of 2024. Our team's preliminary schedule is as follows:

Award of Contract	Fall 2023
Concept Plan & Public Involvement	Winter 2023
Final Plans	Spring 2024
Commencement of Construction	Spring 2024

Integrated into the RFQ's schedule, our preliminary schedule for the project is a 26 week schedule to get from Kickoff to Final Construction Documents. This is subject to refinement based on the public involvement desired and will be reviewed at the kickoff meeting.

Preliminary Design & Schedule (continued)

CONCEPTUAL PLAN (Fall & Winter 2023)

Project Kickoff Meeting & Site Visit	Week 1
Conceptual Design Update Charrette & Refinement	Weeks 1- 3
In Person or Virtual Review Meeting	Week 3 (end of week)
Public Involvement Meeting	Week 5
Draft Final Conceptual Master Plan	Week 6 - 8
Final In Person or Virtual Review Meeting	Week 9
Surveying	Weeks 1 - 6

Input received during the final review meeting will become the basis of the 30% Design Documents.

PLANS, SPECIFICATIONS AND CONSTRUCTION ESTIMATES (Winter 2024 – Spring 2024)

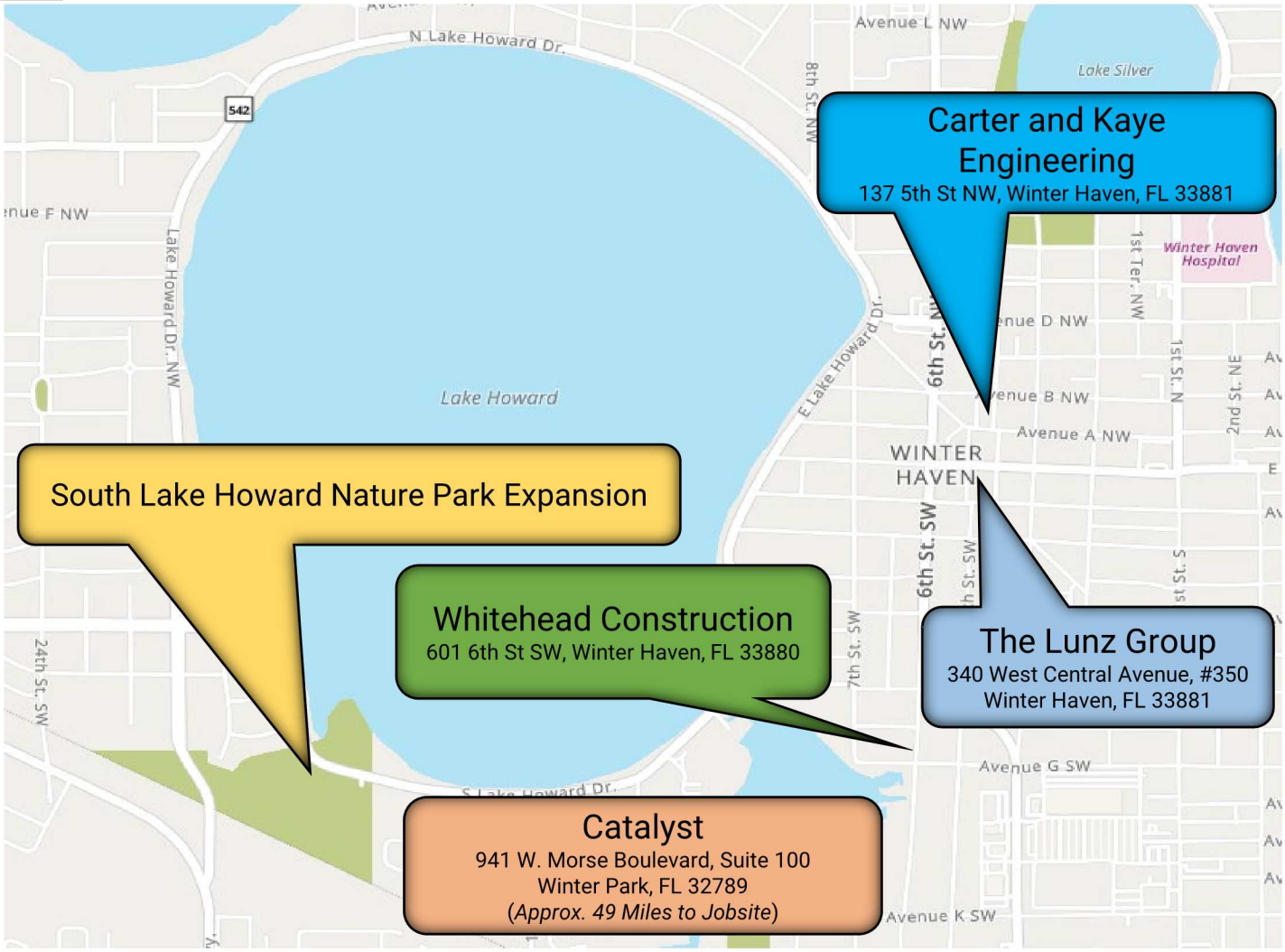
30% Construction Documents & Initial Estimate of Probable Construction Costs	Weeks 1– 8
City Review	Week 9
Page Turn Review with City	End of Week 9
60% Construction Documents • Engineering, Architectural, MEP & Landscape Architecture • Specifications Outline • Preliminary Estimate of Probable Construction Costs	Weeks 10 – 14
City Review	Week 15
Page Turn Review with City	End of Week 15
SFWMD Permitting	Weeks 16 – 27
90% Construction Documents • Engineering, Architectural, MEP & Landscape Architecture • Specifications • Estimate of Probable Construction Costs Revised • Bid Documents & Line Item Bid Form	Weeks 21 - 24
City Review & Permitting Submittal	Week 16 -25
Page Turn Review with City	End of Week 18
100% Construction Documents	Weeks 25 – 26
Preconstruction Meeting	June 2024

5.5 LOCAL PARTICIPATION AND STAFFING

5.5.1

Whitehead Construction proactively seeks local trade participation in every project, with more than 67 years of construction in Winter Haven, we can proudly boast that we have built a strong alliance among local subcontractors and suppliers that we rely on to deliver our projects. Each employee of Whitehead Construction resides in Winter Haven/Polk County. Over the past 5 years, Whitehead Construction can proudly say that approximately 95% of the work we've completed was performed by local subcontractors, suppliers, and vendors. We will promote the use of local, minority, and small business firms in a proactive manner. This practice helps support both local businesses and allocate funds back into the community of Winter Haven. We expect to meet or exceed our 95% utilization rate of local resources on the proposed project.

5.5.2



As demonstrated above, Whitehead Construction has assembled a team of truly local businesses to provide the City of Winter Haven Design-Build services for the South Lake Howard Nature Park Expansion project.

Location of our Team's principal office:

Whitehead Construction	General Contractor	Local
The Lunz Group	Architect	Local
Carter Kaye Engineering	Engineer	Local
Catalyst	Landscape Architect	Central Florida

5.6.1 Whitehead Construction Insurance Overview:

General Liability	-	$1,000,000/$2,000,000
Professional Liability	-	$2,000,000/$2,000,000
Excess/Umbrella	-	$5,000,000/$5,000,000
Worker's Comp	-	$1,000,000/$1,000,000

Whitehead Construction is bonded by Berkley Insurance Company, an "A+XV" rated surety in the AM Best Guide with bonding limits of $15,000,000/$25,000,000.

EMR Rating: .74

SouthState

August 24, 2023

Please accept this letter regarding Whitehead Construction. It has been my pleasure to provide banking services to this company and the owner for over 15 years. During that time an excellent banking relationship has been established and maintained.

I can confirm that the company maintains all loan and deposit accounts in a most satisfactory manner. Whitehead Construction has earned an outstanding reputation for their financial stability while providing top quality construction at competitive prices. Whitehead Construction has completed several successful projects for the Bank over the years.

I consider the company and owner to be among my very best customers. If I can be of further assistance, please contact me directly.

Sincerely,

Alex Jordan
Vice President / Commercial Banker
(863) 577-6804
AJordan@southstatebank.com

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5.6.2

Whitehead Construction has never failed to perform any Contract, had any Contract canceled, or been involved in litigation with regards to contractual performance.

"Building Florida Since 1954"

RYAN WHITEHEAD



PROJECT ROLE
Principal

LICENSE NUMBER
CBC 1251320

LOCATION
601 6th Street SW, Winter Haven, FL 33880

YEARS OF EXPERIENCE
25 years

CONTACT

PHONE:
863-293-6473

WEBSITE:
whiteheadconstruction.com

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

WORK EXPERIENCE & QUALIFICATIONS

- Managed projects in excess of 100 million dollars
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, development and maintenance of project schedule, submittal review & submission, cost control and billing, change order preparation and management, project supervision, coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.), Procore, Primavera Scheduling Software, Prolog and Expedition.

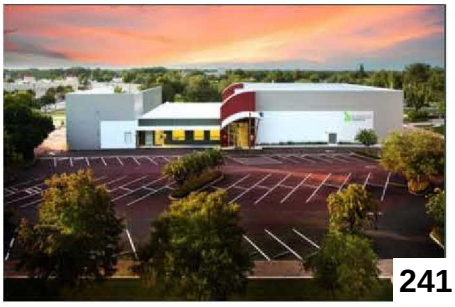
PRIMARY PROJECT FUNCTION

- Leads the Pre-construction team
- Oversight and approval of estimating at each stage of design
- Supervises all Project Managers
- Executes all Contract Documents
- Approves all purchase trade subcontracts and purchase orders
- Oversight and control of accounting









"Building Florida Since 1954"



WAYNE MULLEN

PROJECT ROLE
LEED AP Senior Project Manager

LICENSE NUMBER
CGC 1506376

EDUCATION
Bachelor of Science in Building Construction, University of Florida

LOCATION
601 6th Street SW, Winter Haven, FL 33880

YEARS OF EXPERIENCE
30 years

CONTACT

PHONE:
863-293-6473

WEBSITE:
whiteheadconstruction.com

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

WORK EXPERIENCE & QUALIFICATIONS

- Ten years of extensive K-12 experience with occupied campuses.
- Managed individual projects in excess of 30 million dollars.
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, development and maintenance of project schedule, submittal review & submission, cost control and billing, change order preparation and management, project supervision, coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.), Procore, Primavera Scheduling Software, Prolog and Expedition.

PRIMARY PROJECT FUNCTION

- Pre-construction support
- Assists with estimating at each stage of design
- Purchase trade subcontracts and purchase orders
- Full-time on-site management
- Develop and maintain progress schedule
- Generate procurement/ purchasing schedules
- On site control of accounting
- Cost control and change order mitigation
- Reporting/ project management information system
- Prepare subcontracts and issue purchase orders
- Review submittals and shop drawings
- Prepare close out documents









"Building Florida Since 1954"

Terry Pittman



PROJECT ROLE
Superintendent

LOCATION
601 6th Street SW, Winter Haven, FL 33880

YEARS OF EXPERIENCE
38 years

CONTACT

PHONE:
863-293-6473

WEBSITE:
whiteheadconstruction.com

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

WORK EXPERIENCE & QUALIFICATIONS

- Construction supervisory experience equally divided between the private and public sectors.
- Familiar with different project delivery methods including Construction Management, Cost Plus, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.) and Primavera Scheduling Software

PRIMARY PROJECT FUNCTION

- Day to day on site supervision
- Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion
- Perform quality control duties and responsibilities regarding the work being performed
- Communicate with project team regarding ASI's, RFI's, and Material Submittals
- Ensure that subcontractor is fully executing and complying with his contracted scope of work
- Coordinate required inspections with local jurisdictions
- Identify subcontractor non-compliance with safety, health, and environmental quality standards
- Identify conflicts in construction progress and communicate them to project team for resolution
- Maintain daily log (written) of activities on the jobsite
- Ensure subcontractor has corrected all deficiencies identified by project team
- Walk project daily to monitor activities and assist in future planning
- Conduct weekly subcontractor meetings designed to coordinate the work
- Ensure that the job site is always kept in a clean and organized manner
- Perform job progress and completion punch list identification and completion









BRADLEY T. LUNZ

AIA / NCARB / LEED AP / GGP

Principal In Charge



- Master of Architecture, Savannah College of Art & Design
- Bachelor of Architecture, Savannah College of Art & Design
- Registered Architect in the State of Florida
- LEED and Green Globes Professional
- 15 Years with The Lunz Group
- 21 Years of Total Experience

Mr. Lunz has worked on a variety of building typologies including fire stations, county and state government buildings, and educational buildings. He brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations. He also strives to engage local manufacturers and suppliers by locally sourcing materials.

RELATED EXPERIENCE

Austin-Tindall Regional Park Expansion

Client: Chastain-Skillman
Role: Principal In Charge
Status: Completed 2016

Mr. Lunz led the expansion and renovation of Austin-Tindall Regional Park, located just ten miles from Orlando International Airport. The expansion included two multi purpose buildings for storage, concessions, restrooms and a pavilion. The project also included five new fields, additional parking, press box, scoreboard and stadium seating to accommodate 3,000 spectators.

Bonnet Springs Park

Client: Sasaki
Role: Principal In Charge
Status: Completed 2022

The Lunz Group is serving as local architectural consultant on the Bonnet Springs Park project, aiding in the design of several structures throughout the park including a greenhouse, tea house, treehouse and entry gate pavilion. Mr. Lunz's team is also providing visualization services for the park.

Additional Select Experience:

- Polk County Park Prototypes
- Barnett Athletic Complex
- St. Leo University NCAA Stadium
- St. Leo University Softball Stadium
- Dunedin Blue Jays Stadium Renovation
- Dunedin Blue Jays PDC
- Polk County Nature Discovery Center
- Lake Myrtle Sports Complex
- World Equestrian Center
- Sumter County Fairgrounds
- Polk County Northeast Regional Park
- Auburndale Community Center
- Campbell City Community Center
- Plant City Community Center

THE LUNZ GROUP

GREGORY SELVIDGE

Project Manager



- Georgia Institute of Technology
- University of Tennessee School of Architecture
- Registered Residential Contractor in Florida
- 23 Years with The Lunz Group
- 28 Years of Total Experience

Mr. Greg Selvidge has a strong background in construction, architectural and product design. As a current and past owner and decision maker of several construction design firms, he is well aware of all facets of construction administration and project management. Mr. Selvidge is also a Registered Contractor in the state of Florida, which further demonstrates his knowledge and ability to oversee construction and the entire project team.

RELATED EXPERIENCE

Lake Myrtle Sports Complex

Client: City of Auburndale
Role: Project Manager
Status: Completed 2016

The Lunz Group provided services for the development of Lake Myrtle, a 30+ acre site that provides varied recreational activites and houses several organizations. Championship soccer and baseball stadiums were developed in addition to concession stands and maintenance buildings. Areas were sized to accommodate tents, vendors and team gathering areas. The stadium includes grandstands, a press box and a score board. Multiple concessions buildings are located throughout the complex surrounding various fields to conveniently service visitors.

Additional Select Experience:

- Saint Leo Univeristy NCAA Stadium
- Polk County Sports Marketing HQ
- Florida Youth Soccer Association HQ
- Barnett Athletic Complex
- World Equestrian Center
- Sumter County Fairgrounds
- Polk County Northeast Regional Park
- Auburndale Community Center
- Polk County Park Prototype Concession Stands
- Carter Road Park Concession Stand
- Lake Ariana Park Ph 1 Community Center
- East Central Park Storage Building
- East Central Park Concession Stand

State of Florida
Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of January, 2023



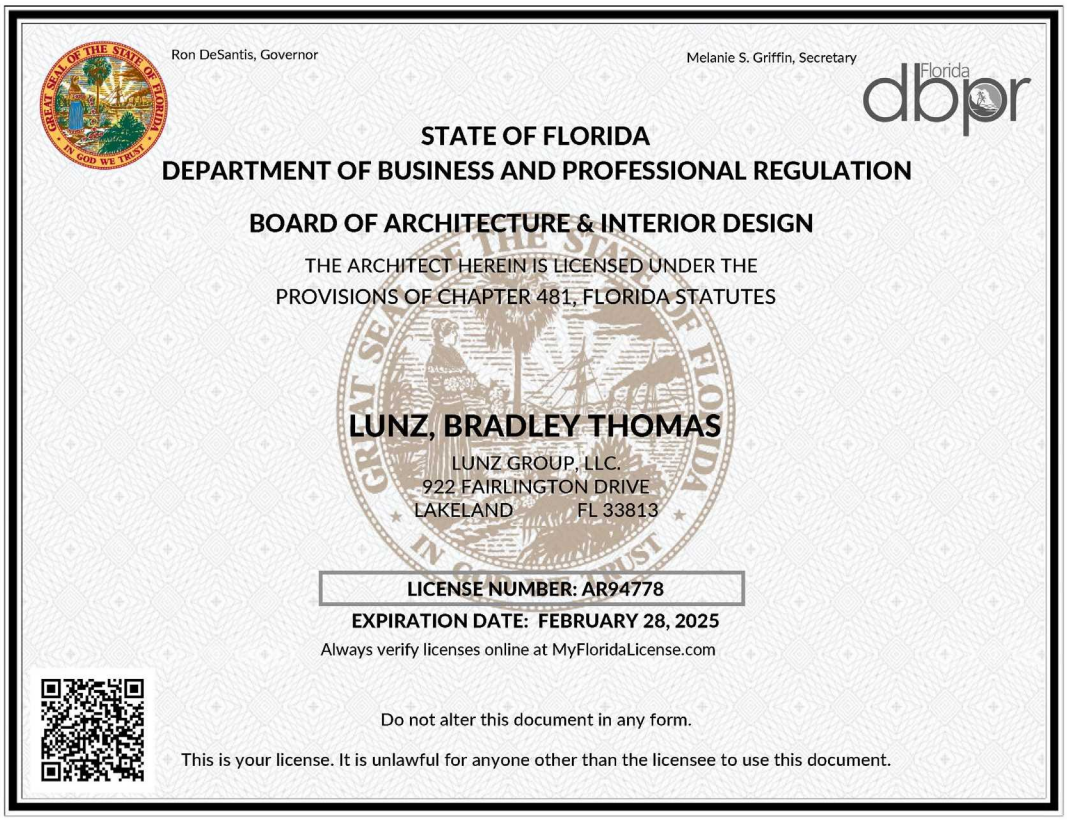
Secretary of State

Tracking Number: 9610411637CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

The Lunz Group Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

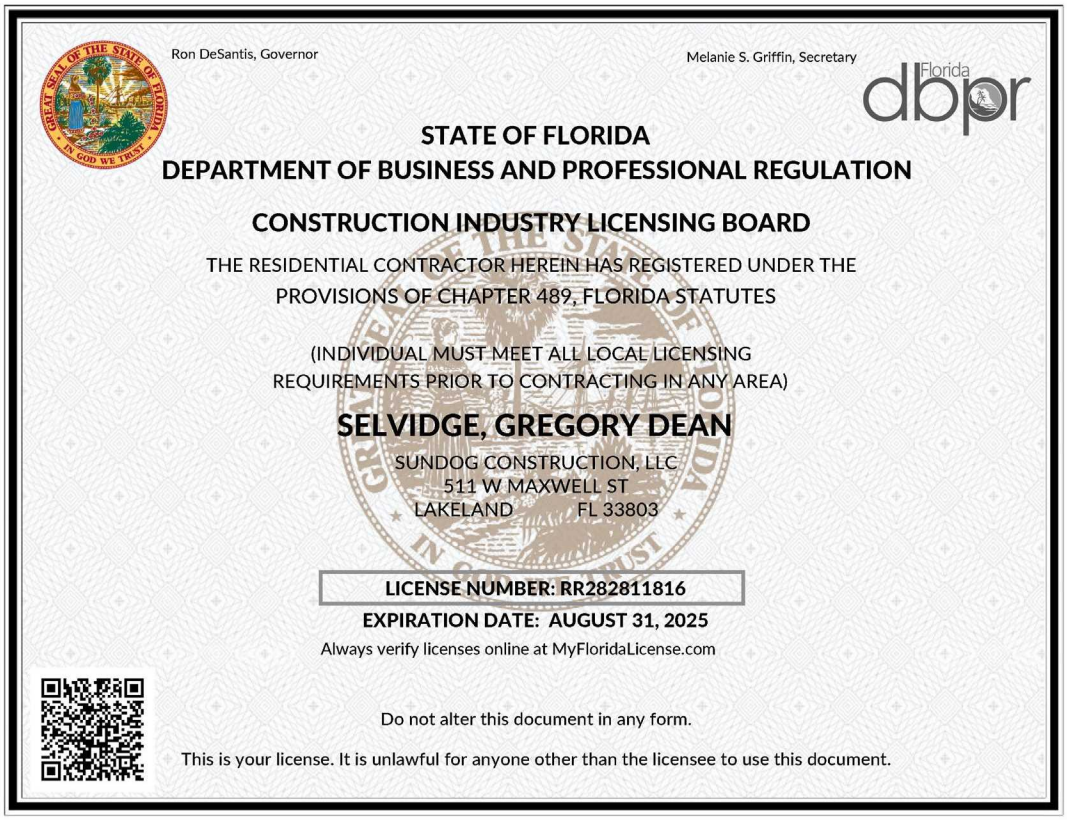
LUNZ, BRADLEY THOMAS

LUNZ GROUP, LLC.
922 FAIRLINGTON DRIVE
LAKELAND FL 33813

LICENSE NUMBER: AR94778
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

SELVIDGE, GREGORY DEAN

SUNDOG CONSTRUCTION, LLC
511 W MAXWELL ST
LAKELAND FL 33803

LICENSE NUMBER: RR282811816
EXPIRATION DATE: AUGUST 31, 2025
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CARTER|KAYE ENGINEERING

DAVID C. CARTER, PE



EDUCATION
Penn State University, University Park, PA - B.S. Civil Engineering

PROFESSIONAL REGISTRATIONS
Professional Engineer: FL (31915, exp. 2-28-2023)

CONTINUING EDUCATION
- SWFWMD, FEMA drainage analysis
- Wetlands delineation
- Financial management
- Utility design, and engineering ethics
- Low Impact Design for residential sites
- FDOT drainage & MOT
- Lake dredging methods
- Rain Garden Design
- HEC-2/FEMA Analysis
- Tailwater Determinations
- Erosion Control

PROFESSIONAL AFFILIATIONS
- Polk County Stormwater Technical Advisory Com.- Chairman
- Florida Home Builders Association – Past President
- Florida Home Builders Association Government Affairs - Past Chairman
- Florida Home Builders Association Impact Fee Task Force –Past Chairman
- Florida FDEP Stormwater Technical Advisory Committee
- Florida Impact Fee Review Task Force - Past Member

EXPERIENCE SUMMARY

Mr. David Carter has served on a number of both statewide and local technical committees that have helped to shape public water policy. He served on the Florida DEP Statewide Stormwater TAC, which coordinated revamping of the state drainage rules. He served and chaired for many years the Department of Health's Research Review and Advisory Committee, which reviews ongoing significant septic tank studies. He served as president of the Florida Home Builders Association, and in that role had the privilege of lobbying the state legislature on issues affecting the industry, and federal agencies on drainage, floodplain and wetlands issues. Many of those issues required public outreach with stakeholders involved in the process. He served on the Florida Impact Fee Review Task Force, which deliberated on ways to equably pay for new infrastructure construction.

Locally Carter serves as chair of the Polk County Stormwater TAC, which evaluates both existing and new techniques for implementing the county's NPDES permit requirements. He has served and chaired a committed involved with writing and refining Polk County's Land Development Code. He currently serves as the Consulting Engineer for the Lakes Region Lakes Management District and has extensive knowledge of the design and operation of the many canals and boat ramps throughout the district. He has personally developed residential property and represents a large number of developers in the local area, giving him knowledge of how water resource challenges are handled by the private sector.

2020 to Present: Carter and Kaye Engineering, LLC – Principal in Charge
1992 to 2019: David C. Carter Consulting Engineers, Inc. - Owner

Responsible for various administrative, marketing and technical responsibilities at Carter and Kaye Engineering, LLC (CarterKaye). Provides consulting assistance to clients regarding site selection, development cost estimates, zoning, comprehensive plans, and permitting decisions. Very familiar with local and state regulations and government staff policies and preferences. Experienced in both negotiations with staff and presentations to elected officials on above subjects. Project experience includes resolution of difficult and complex development issues. Technically proficient, and extensive experience in engineering design of municipal potable water, sanitary sewer, roadway, stormwater management, wetland mitigation, and traffic facilities.

1983 to 1992: Pickett and Associates, Inc.- President, Director (1986 - 1992) - Coordinated and oversaw all aspects of the Engineering Department. Administratively responsible for company finances, personnel policies, accounting, computer software and hardware purchases and implementation, for 50+ employee firm.

PROJECT EXPERIENCE

City of Winter Haven Fire Station No. 3 Neighborhood Pocket Park – Project Manager – Retained by the City to act as a Project Coordinator and liaison for Fire Station No. 3 located along Eloise Loop Road and W. Lake Ruby Drive. The project scope consisted of the design and permitting 11,500+/- sq. ft. of building and apparatus bay. The project has a dog park with a parking area, walking path and a dog park with wash station.

CARTER|KAYE ENGINEERING

KRISS Y. KAYE, PE, Env SP

Recipient of the 2018 ACEC-FL Engineering Excellence Award



EDUCATION

MS, Environmental Engineering; University of Central Florida (1993)

BS, Environmental Engineering; University of Central Florida (1991)

MBA Studies Univ. Lincoln Nebraska

PROFESSIONAL REGISTRATIONS

PE - Professional Engineer: FL (50607, exp. 2-28-25)

CERTIFICATIONS/TRAINING

ENV SP - Envision Environmental Sustainability Professional (exp. 11/2024)

CFM - Certified Floodplain Manager, FL (#US0401320, exp. 1-31-24)

ICPR 4 Modeling Training, Streamlining Technologies, Inc. (2021, no exp.)

FDOT Work Groups 3.1, 3.2, 10.1)

BMPTRAINS Model Training, ERD (2017, no exp.)

Complete Streets for All-One Block at a Time (2016, no exp.)

Project Management, Pennoni (2015, no exp.); 1st Place Team Competition

Hazardous Communication, ERCS (2014, no exp.)

Stormwater Management Inspector, FL (#1983, no exp.)

EXPERIENCE SUMMARY

Mr. Kaye, Managing Partner at Carter and Kaye Engineering, LLC, has more than 25 years of experience as the lead civil/environmental professional engineer of record for hundreds of public and private land development infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than $330 million.

Mr. Kaye's facility experience includes: Stormwater treatment systems, stormwater master planning; parks/recreation facilities; rain gardens; pollutant load reduction designs; shoreline restoration; baseball and multi-purpose fields; amphitheaters; concession buildings; corridors/trails and plazas; tourism-sport complexes; banks; emergency operation centers; bike/pedestrian automobile dealerships; churches; distribution facilities, FDOT LAP transportation improvements; financial institutions; government facilities (e.g. operations/offices, fire stations, libraries, town and city hall; elections facilities, transit facilities); hotels; independent/assisted leaving facilities; landfill facility closures; institutional and educational facilities (K-12 public schools & charter schools); manufacturing and industrial facilities; medical facilities (clinics\hospital building expansions); minor highway entrances, turn lanes and road widening; mixed-use commercial/shopping centers; national historic area improvements; outdoor cafés; restaurants; retail facilities; single/multi-family multi-story residential developments; streetscaping/road corridor design; watershed/drainage studies and warehouse facilities.

Mr. Kaye's supporting infrastructure systems experience includes: low impact strategies, BMPs techniques (sorption media, volume controls, bio-swales, nutrient controls); master grading and drainage systems; stormwater retention/detention and pumping systems; watershed retrofits; subsurface exfiltration systems; storm sewers; master gravity sanitary sewer collection and transmission systems; master lift stations/force mains; potable water distribution systems; directional and jack & bores; artificial wetland and lake designs; decentralized wastewater treatment and low-pressure dosing drain fields; fire system designs; flood compensation/wetland mitigation systems; groundwater remediation systems; irrigation & landscape design; traffic control and detour systems; reclaimed water systems; and utility relocation designs.

Mr. Kaye's permitting experience includes: CDBG Grant/HMGP FEMA Grant Assistance; FEMA flood map amendments; NPDES Construction/MS4 permitting; OSTDS permitting; USFWS ecological mitigation/impact avoidance; DHR clearances; ACOE approvals; FDEP/Health Department permitting; landfill operating and closures; domestic wastewater treatment; potable line permitting; SWFWMD/SJRWMD/SFWMD/FDEP Environmental Resource Permitting (180+ ERPs); and FDOT Drainage/Driveway Connection Permits.

PROJECT EXPERIENCE

Winter Lake Stormwater Treatment Train Design Engineer of Record – Responsible for the reduction of pollutant load stormwater master system design. This system design was required to reduce pollutants to pre-development conditions, reducing the pollutant loads by 98 percent. The system attenuates runoff to an FDOT conveyance system. More than 36 storm events were simulated. This design included a treatment train approach consisting of reducing the DCIA, a development outfall to a pretreatment system of retention, which cascades into a permanent pool design. The permanent pool provides residence time using a wet detention system which outfalls to a side-bank filtration system prior to discharging from the site. The system was permitted through the Southwest Florida Water Management District and Florida Department of Transportation.

Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

CARTER|KAYE ENGINEERING

KRISS Y. KAYE, PE, Env SP

Recipient of the 2018 ASCE Project of the Year Award

PROFESSIONAL AFFILIATIONS

FES/ACEC Stormwater State-Wide Rule Subcommittee

Polk County Stormwater Technical Advisory Committee, Vice Chair

FES/FDOH Technical Advisory Comm & FES Conservation Env Quality Comm

PCBA FDOH RRAC and Govt Affairs Committees

ASCE Ridge Chapter, Secretary

Florida Eng. Society, Ridge Chapter, Vice President

Leadership Winter Haven Class '36

American Soc. of Floodplain Managers

HONORS/AWARDS

Statewide Engineering Excellence Grand Award, FICE/ACEC-FL

Young Engineer of the Year Award, FES

Outstanding Contribution Project, Heart of Florida Am. Planning Assoc

Project of the Year, ASCE

Grand Marketer, CSI

PUBLICATIONS/PRESENTATIONS

Kaye, K.Y., "Florida's Emerging TMDL Program", Journal of Stormwater, May/June 2001.

Yousef, A, Yousef, L'Yu Lin, K. Y. Kaye, and J. Sloat, "Maintenance Guidelines for Runoff", FDOT WPI 0510381, May 1991

Kaye, K.Y. "Modeling of Phosphorus Accumulation in Bottom Sediments of Retention/Detention Ponds"

3rd Biennial Stormwater Research Conference, Oct 1993

Bok Tower Gardens Foundation, Inc. – Wild Garden Artificial Wetland and Lake Water Quality Treatment System, Lake Wales, FL Engineer of Record – Performed all the planning, engineering, construction oversite, and permitting of the redesign of a 50-year old lake and a new artificial manmade wetland with a 170-foot boardwalk. The new wetland, lake and bog area provides visitors with an immersive natural learning experience. The lake was lined with an EPDM liner to provide 400,000 gallons of surface water habitat and ecosystem. The original lake declined over the years via nutrient enrichment/eutrophication and was redesigned for a deeper and larger filtered water body to improve the habitat and storage of water and planted with a rich variety of Florida natives to attract birds and wildlife. A new state-of-the-art artificial wetland was designed to accommodate the new lake with a water recirculation and filtration system to convey water from the new lake to hydrate the wetland while filtering the water to reduce the potential eutrophication in the lake. Water-loving plants and a special fired-clay media were used to sorb nutrients and fecal coliform bacteria that contribute to algae growth and a contaminated waterbody. The water from the reconstructed lake circulates through the wetland system via a pumping and micro-filtration system. The surface water in the wetland is then gravity-fed back to the pond via gravity and overland flow. The wetland system consists of a 3-ft deep geo-fabric lined depression planted with wetland plants in a patented Bold and Gold media developed by Dr. Marty Wanielista, P.E., at the University of Central Florida. The main hydrologic regime for hydrating the wetland system is with a subsurface up-flow and horizontal flow design. By utilizing the upland flow wetland system, the suite of locally adapted plant species and sorption media retains pollutants in the wetland system, resulting in improved lake water quality.

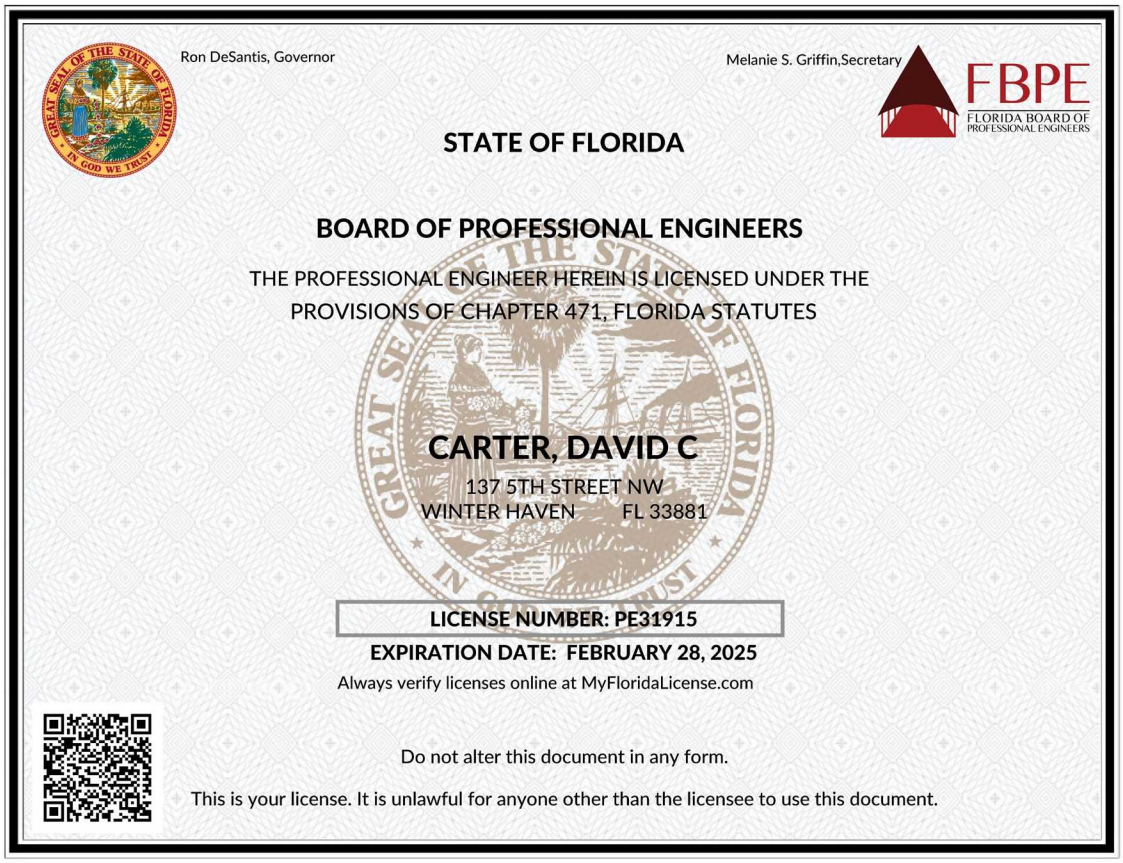
Bok Tower Gardens Foundation, Inc. - Bok Towers Gardens Expansion, Lake Wales, FL - Engineer of Record – Managed, designed and oversaw the engineering, permitting and construction administration efforts Bok Tower Gardens', a National Historic Landmark, largest expansion (over the main gardens of 40+/- acres) in 90 years. This project, originally designed by the legendary landscape architect Frederick Law Olmsted, Jr., was redesigned to enhance the visitors' experience of the entire garden area with new visitor activity areas such as the Children's' Garden, accessible pathways, a shuttle route, a spectacular new oval lawn and special event lawn and new trails. The improvements included a new entrance gateway near the Visitors Center to the Singing Tower, an expanded and improved Wild Garden and Window by the Pond, the Pinewood Center Estate entrance, creation of an artificial lake and wetland, the edible outdoor kitchen, patron leisure ellipse, and the new Children's Garden. Supporting infrastructure includes more than 8,000 lineal feet of new handicap accessible trails, the largest onsite disposal and treatment system in Polk County (with approximately 9,000 square feet of low pressure drainfield and expandable space), new potable water lines, sanitary sewer lines, stormwater management retention/detention facilities, potable water mains, paved trails, ADA compliance. Obtained multiple permit approvals and assisted with construction administration activities and served as the client interface and coordinator among multiple contractors and designers.

City of Winter Haven – Lake Conine Stormwater Park, Winter Haven, FL
Engineer of Record for Winter Haven's 34-acre stormwater treatment facility park. The new park was designed with a pollutant reduction system which reduced the phosphorus concentrations by an estimated 80 percent. The site elements included: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area.

Recipient of the 2017 APA Outstanding Contribution Award

Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

Carter|Kaye Licenses



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CARTER, DAVID C

137 5TH STREET NW
WINTER HAVEN FL 33881

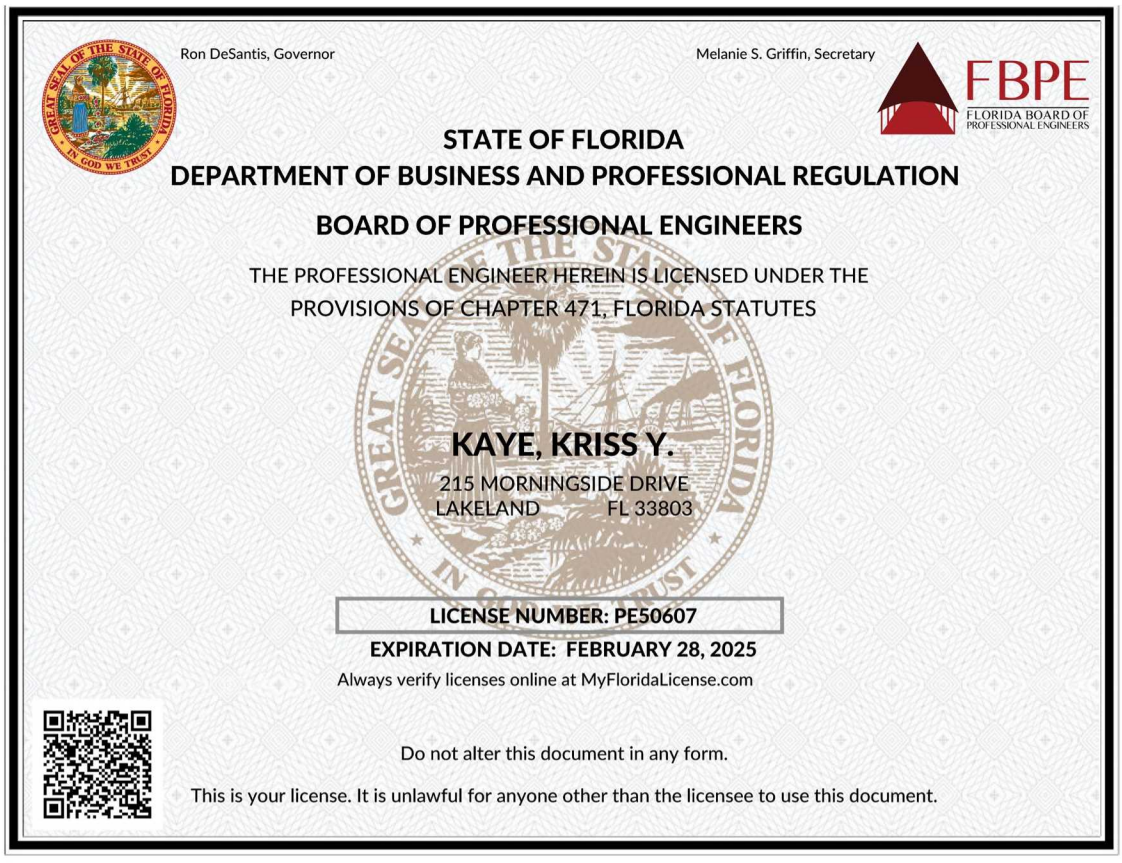
LICENSE NUMBER: PE31915

EXPIRATION DATE: FEBRUARY 28, 2025

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KAYE, KRISS Y.

215 MORNINGSIDE DRIVE
LAKELAND FL 33803

LICENSE NUMBER: PE50607

EXPIRATION DATE: FEBRUARY 28, 2025

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BRUCE HALL, PLA, ASLA

Principal Landscape Architect

Bruce has over 34 years of experience with site design and landscape architecture. Areas of specialty include active and passive recreation; streetscape design; residential and mixed-use master planning and design; and multipurpose pedestrian and bicycle facilities.

EXPERIENCE
34 years

EDUCATION
Bachelor of Landscape Architecture
University of Florida, 1988

REGISTRATIONS
Registered Landscape Architect: FL

CERTIFICATIONS
American Society of Landscape Architects; Florida Recreation and Park Association

Lake Howard Nature Park, Winter Haven, FL
Bruce served as Principal Landscape Architect for the master planning of the 28-acre stormwater treatment nature park on Lake Howard's south shore. The project combines the existing site, including: 1,000 feet of boardwalks on the 600-acre lake (and over stormwater treatment basins); a walking path; interpretive exhibits; and a restroom building with newly acquired property. The additional land enabled the master plan to add a wetland marsh stormwater treatment basin to provide flexibility in the overall system through the use of additional settlements ponds and diverter structures. The plan also includes additional walking paths, improved public access parking areas, renovation of an existing building into an indoor and outdoor classroom, additional street network, traffic calming through the use of on-street parking and a roundabout, a bat house, exercise stations, a lake maintenance dock for City staff and improved boardwalks with picnic pavilions on the southern shore.

Lake Conine Stormwater Park, Winter Haven, FL
Bruce served as the Principal Landscape Architect for Winter Haven's 34-acre stormwater treatment facility. Through a design charrette process, the team integrated various elements into the site (which included open water and wooded areas) to deliver a recreational and educational amenity for the surrounding neighborhoods. Elements included: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area. The design was vetted through a public workshop and was ranked for grant funding.

Lake Maude Park, Winter Haven, FL
Bruce served as the Senior Landscape Architect and Project Manager for the master planning of Lake Maude Park. The design team led the public involvement and master planning phase of the project, which included: two lighted multipurpose baseball and softball fields; one stadium field accommodating up to 2,000 spectators; a consolidated restroom/concession/team equipment storage building; an amphitheater stage building with two covered sport courts; and a lake access boardwalk and dock on the 25.5-acre site. Bruce and the design team also provided landscape, hardscape and site furnishings construction documents.

Lake Howard Trail – Phase 3A, Winter Haven, FL
Bruce served as Project Manager and Senior Landscape Architect for the 2,800-linear foot extension of Winter Haven's Lake Howard Trail. The third segment of this five-phase tail system is eight-foot-wide, and features two passive parks with amenities designed for adjacent homeowners and trail users. A key feature of two parks is the dry pretreatment ponds, which intercept and treat stormwater from Lake Howard Drive and intersecting streets, prior to discharge into Lake Howard.

Resume includes Bruce's individual experience.

BRUCE HALL, PLA, ASLA

Winter Haven Recreation Center, Winter Haven, FL
Bruce served as Principal Landscape Architect for the renovation of the City's Recreational and Cultural Center. Design elements include hardscape, site furnishings, pool deck surfacing and grading, a playground, sports courts, rain garden, and landscape.

Lake Ariana Lakefront Park and Community Center, Auburndale, FL
Bruce served as Principal Landscape Architect for the master planning of the renovation of the existing eight-acre park and community center. The design process (including a design charrette and public involvement) resulted in a new, two-story, 20,000-SF civic center; an event lawn; a wedding/small event garden; new boat ramp and docks; a picnic pavilion; waterfront concession/restroom building; a canoe/kayak launch; shoreline restoration and rain gardens. The project also introduced a roundabout and created a complete street along the park's frontage.

Se7en Wetlands Park & Trail Master Plan, Lakeland, FL
Bruce served as Project Manager and Principal Landscape Architect for the original master planning and three phases of master plan implementation. The 1,600-acre wastewater treatment facility features seven basins to treat wastewater prior to its outflow to the Alafia River or to TECO's powerplant. On the wetland's levees, three perimeter trailheads access the 22-miles of trails, interpretive facilities, restroom buildings, shade structures, boardwalks and wayfinding system have been positioned to take advantage of the wetlands, open waters and views of the abundant wildlife.

Brittany Bay Park, Miami Beach, FL
Bruce served as Principal Project Manager for the master plan and landscape architectural construction documents for the City's Brittany Bay Park. The park, situated along 1,000 feet of the Biscayne Bay waterway, was designed to meet the City of Miami Beach's desire to address sea level rise and a failing seawall. Project included a waterside promenade and "living shoreline" environment between the existing seawall and the new seawall; the new seawall is four feet higher in elevation and also serves as a seat wall for users to enjoy the views across the shoreline. A floating deck also spans the created environment. Park design improves pedestrian circulation, and includes 10 exercise stations along the walkway, flexible open spaces, and landscape enhancements.

Boynton Beach Boundless Playground & Park, Boynton Beach, FL
Bruce served as Project Manager and Landscape Architect for the City's Boundless Playground, a universally accessible play environment for kids of all abilities. The 10.5-acre first phase of the park includes three play areas, a splash pad, restroom building picnic pavilions, native landscaping and a central bioswale creek bed themed as a Florida swamp.

Lake Hiawatha Preserve Master Plan, Clermont, FL
Bruce served as Project Manager and Senior Designer for the City's new 219-acre lakefront park. The park master plan takes advantage of a narrow, linear wooded shoreline along Lake Minneola and a larger tract to the west which features wooded, pasture and wetland environments. On the waterfront, a themed lakefront house with playground, beach, parking and a portion of the South Lake Trail accommodate boat traffic and trail users. On the western site, the South Lake Trail travels along the perimeter of the site and center to the site a farm homestead themed restroom building, playground, pavilions, dog park and parking area anchor the site. Tree canopy walks, zipline courses, disc golf, unpaved trails, a multipurpose field and a north entrance are included.

Hernando's Landing at Lake Parker Park, Lakeland, FL
Bruce served as Senior Landscape Architect and Project Manager for the City of Lakeland's second destination playground, themed for Hernando de Soto's travels through the Lakeland area of Florida. The playground features de Soto's ship as the central feature element and includes natural themed play equipment, a treehouse, zip lines and Florida wildlife in a wooded setting.

Denton Johnson Waterfront Park, Eatonville, FL
As Principal Landscape Architect, Bruce led the master planning effort for the City's new waterfront park. Through a design charrette and public involvement process, the completed master plan features a community building with wedding garden, splash pad, multipurpose field stadium, restroom/concession building, multipurpose/event lawn, a lake overlook tower, wetland and waterfront boardwalks, walking paths, rain gardens, on-street parking and a launch for small boats.

Tranquility Shores Stormwater Linear Park Disc Golf Course Titusville, FL
Bruce served as Principal Landscape Architect for the design of an approximately 17-acre stormwater linear park as part of the project design for separate single-family and multifamily developments. The park features an 18-hole regulation disc golf course through an existing scrub pine area, 5 acres of stormwater ponds and bioswale systems for connectivity between ponds, open play lawns, bridges, pathways, playmounds, fishing piers and exercise stations for the community.

Resume includes Bruce's individual experience.



JAY HOOD, PLA, ASLA
Principal Landscape Architect

With 35 years of experience, Jay's experience includes a focus on site design and landscape architecture for streetscapes and public spaces. Jay has worked on a wide range of projects from regional network and corridor master plans to detailed streetscape design plans. He often presents at conferences and various universities, sharing his knowledge of Complete Street design, low impact development, and the benefits of strategic infrastructure investment.

EXPERIENCE
35 years

EDUCATION
Bachelor of Science in Landscape Architecture
Purdue University, 1987

REGISTRATIONS
Registered Landscape Architect: FL, CO, OH

CERTIFICATIONS
Council of Landscape Architectural Registration Boards (CLARB); American Society of Landscape Architects; Florida Recreation and Park Association; Purdue Landscape Architecture Professional Advisory Council, Board Member

Lake Howard Nature Park, Winter Haven, FL
Jay served as Principal Landscape Architect for the master planning of the 28-acre stormwater treatment nature park on Lake Howard's south shore. The project combines the existing site containing 1,000 ft of boardwalks on the 600-acre lake and over stormwater treatment basins, a walking path, interpretive exhibits, and a restroom building. Additional land enabled the master plan to add a wetland marsh stormwater treatment basin to provide flexibility in the overall system through the use of additional settlements ponds and diverter structures. The plan also includes additional walking paths, improved public access parking areas, renovation of an existing building into an indoor and outdoor classroom, additional street network, traffic calming through the use of on-street parking and a roundabout, a bat house, exercise stations, a lake maintenance dock for City staff, and improved boardwalks with picnic pavilions on Lake Howard's southern shore.

Lake Conine Stormwater Park, Winter Haven, FL
Jay served as the Technical Principal for Winter Haven's 34-acre stormwater treatment facility. Through a design charrette process, the team integrated various elements into the site (which included open water and wooded areas) to deliver a recreational and educational amenity for the surrounding neighborhoods. Elements included paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks, and parking. The design was vetted through a public workshop and ranked for grant funding.

Martin Luther King, Jr. Park Renovation, Winter Haven, FL
Jay served as Principal Landscape Architect for the renovation of Dr. Martin Luther King, Jr. Park, located on the shore of Lake Silver. The park was designed to improve the existing interpretative features for Dr. King and the facilities of the 2.3-acre park, including a new monument sign, interpretative panels, "quote spots" throughout the park, ADA accessibility, and a new restroom/concessions building with an overlook deck for observing and judging water ski tournaments.

South Central Park, Streetscape and Trail, Winter Haven, FL
Jay served as the Principal Designer for the downtown, multi-purpose civic park, adjacent streetscape, and trail. The project encompassed a full city block and included two flexible plaza areas, designed to serve as both parking and venues for concerts and events. The project also included an extension of the Chain of Lakes Trail into the downtown environment which provided links to the multiple parks on the north end of downtown. *Project of the Year Award, Florida Engineering Society, Ridge Chapter, 2019.*

Resume includes Jay's individual experience.

JAY HOOD, PLA, ASLA

Chain of Lakes Park Master Plan, Winter Haven, FL
Jay served as Principal Designer for the Park's master planning. The project features the addition of a 60,000-SF fieldhouse, an upgraded theater and recreation building, aquatics center renovation, and an overall new design for the existing open space areas of this lakefront park. The new open space facilities include four collegiate baseball fields; a large "commons;" two multipurpose fields; two multipurpose/ event parking fields; and a waterfront promenade featuring a restaurant, amphitheater, playground and docks for visiting boats and seaplanes.

Lake Howard Trail – Phase 3A, Winter Haven, FL
Jay served as Principal Landscape Architect for the 2,800-linear foot extension of Winter Haven's Lake Howard Trail. The third segment of this five-phase tail system is eight-foot-wide, and features two passive parks with amenities designed for adjacent homeowners and trail users. A key feature of two parks is the dry pretreatment ponds, which intercept and treat stormwater from Lake Howard Drive and intersecting streets, prior to discharge into Lake Howard.

Holland Park Playground and Splash Pad, Palm Coast, FL
Jay served as Principal Designer for Palm Coast's $2.3M playground and splash pad at Holland Park. The playground and splash pad include five themed zones that incorporate interpretive play elements, features and landscaping.

Brittany Bay Park, Miami Beach, FL
Jay served as Principal Landscape Architect for the master plan and landscape architectural construction documents for the City's Brittany Bay Park. The park, situated along 1,000 feet of the Biscayne Bay waterway, was designed to meet the City of Miami Beach's desire to address sea level rise and a failing seawall. Project included a waterside promenade and "living shoreline" environment between the existing seawall and the new seawall; the new seawall is four feet higher in elevation and also serves as a seat wall for users to enjoy the views across the shoreline. A floating deck also spans the created environment. Park design improves pedestrian circulation, and includes 10 exercise stations along the walkway, flexible open spaces, and landscape enhancements.

Lincoln Yard Park, Gainesville, FL
Jay served as Principal Landscape Architect for this neighborhood park project in East Gainesville. The park was historically used by the City for stormwater, including both a wet and dry pond. Under a Continuing Services Agreement for the 'Wild Spaces Public Places' program, the design team was engaged to develop a conceptual Master Plan for the Phase One portion of the Park. Park improvements included pond reconfiguration, a walking path loop, picnic shelters, a playground area, a gateway element, site furnishings and other amenities. The design team also facilitated public participation by leading stakeholder meetings, a public workshop and a final public meeting to present the conceptual Master Plan.

Barnett Family Park, Lakeland, FL
Jay served as Principal Designer for Lakeland's Barnett Family Park. The design is themed as the "discovery" of the natural wonders found within and surrounding the City. Guests can climb on child-sized insects: giant frogs, spiders, bees, inchworms, ants and dragonflies were integrated with playground equipment that resemble a spider's web, a beehive and an inchworm's body. The interactive water fountain is surrounded by tile mosaic murals displaying native flora and fauna. Barnett Family Park also has a labyrinth, a great open lawn and a new community building.

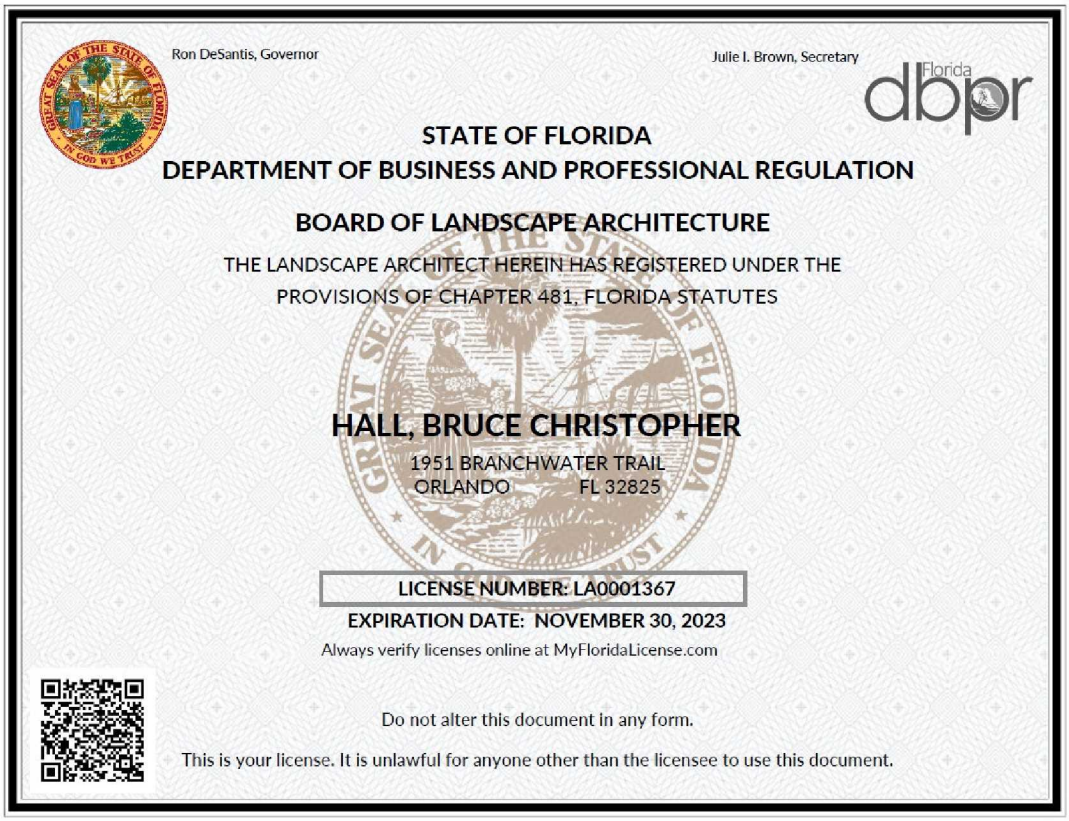
Boynton Beach Boundless Playground, Boynton Beach, FL
Jay served as Principal Designer for the City of Boynton Beach's Boundless Playground, which provides a universally-accessible play environment for kids of all abilities. The 10.5-acre first phase of the park includes three play areas, a splash pad, restroom building picnic pavilions, native landscaping and a central bioswale creek bed themed as a Florida swamp.

Miami Circle, Miami, FL
Jay served as the Principal Designer for this State of Florida and HistoryMiami project designed to preserve and tell the story of the Miami Circle: a 2,000-year-old archaeological site, located at the mouth of the Miami River on Biscayne Bay. The project extended the Miami Riverwalk, and included park amenities, overlooks, and wayfinding to share the area's history. Listed on the NPS National Register of Historic Places, coordination required with the NPS, the United States Coast Guard, the FDOT, the Florida Inland Navigation District and the Florida Division of Historic Resources.

Harry P. Leu Ravine Garden, Orlando, FL
Jay served as Principal Landscape Architect responsible for creating a picturesque walk that would address the Harry P. Leu Gardens staff's desire to showcase their tropical plantings. The concept of the ravine garden was "Experience the Tropics." Water flows through a series of pools to provide a varied guest experience, and a meandering path offers several lookouts along the ravine. The lush plantings at the ravine edge continue toward Lake Rowena where the plantings transition to native aquatic and shoreline plants.

Resume includes Jay's individual experience.

Catalyst Design Group Licenses



Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

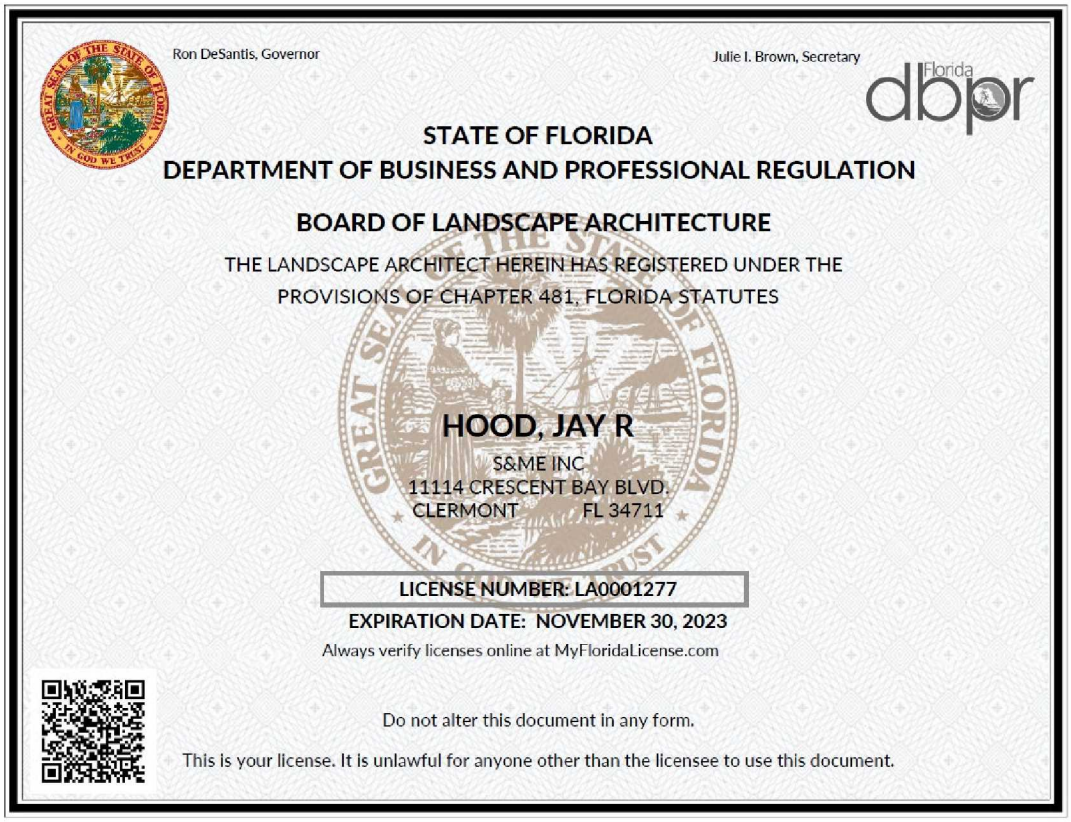
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HALL, BRUCE CHRISTOPHER
1951 BRANCHWATER TRAIL
ORLANDO FL 32825

LICENSE NUMBER: LA0001367
EXPIRATION DATE: NOVEMBER 30, 2023
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HOOD, JAY R
S&ME INC
11114 CRESCENT BAY BLVD.
CLERMONT FL 34711

LICENSE NUMBER: LA0001277
EXPIRATION DATE: NOVEMBER 30, 2023
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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Everett Whitehead & Son, Inc

2 Business name/disregarded entity name, if different from above

dba Whitehead Construction

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

601 6th Street SW

Requester's name and address (optional)

6 City, state, and ZIP code

Winter Haven, FL 33880

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	3	9	4	7	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 8-1-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT A

PROPOSER INFORMATION / CERTIFICATION

1. Legal Name of Proposer. Indicate is the Proposer is a Corporation, Joint Venture, Partnership, etc.: EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION
2. Name/Title of contact person for the Proposer: E. RYAN WHITEHEAD
3. Local business and mailing address: 601 6th ST SW, WINTER HAVEN, FL 33880
4. Primary business and mailing address: SAME AS ABOVE
5. Telephone Number: (863) 293-6473 Fax: (863) 299-2879

The above-named Proposer affirms and declares:

A. That the Proposer understands all requirements for the RFQ and states that as a serious Proposer they will comply with all the stipulations included in the RFQ package.

B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.

C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.

D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasure is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.

E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

F. All statements made by the Proposer in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

Witness

CORPORATE SEAL
(Where Appropriate)

PROPOSER:

BY: _____ (SEAL)
(Authorized Signature in Ink)

E. RYAN WHITEHEAD
(Printed Name of Signer)

PRESIDENT
(Printed Title of Signer)

08/28/2023
(Date)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 28TH day of AUGUST, 2023, by E. RYAN WHITEHEAD, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as PRESIDENT of EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION, a FLORIDA corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

Natasha Michele Parker (Name of Acknowledger Typed, Printed and Stamped)

NOTARY (Title or Rank)

HH398947 (Serial Number if Any)

NOTARY PUBLIC STATE OF FLORIDA
NATASHA MICHELE PARKER
MY COMMISSION # HH 398947
EXPIRES: June 21, 2027

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____(Signature of the Person taking Acknowledgment)

_____(Name of Acknowledger Typed, Printed and Stamped)

_____(Title or Rank)

_____(Serial Number if Any)

Affidavit of Prime Bidder

Non-Collusion The contractor/vendor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws City of Winter Haven will not intentionally award City contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

(Signed) _____
Name

E. RYAN WHITEHEAD, PRESIDENT
Title

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

January 19, 2024

City of Winter Haven
Attn: Mr. Andy Palmer
451 Third Street, NW
Winter Haven, FL 33881

RE: RFQ-23-41 South Lake Howard Nature Park Expansion
(WC #6866)

Mr. Palmer,
Whitehead Construction is pleased to provide the following Design Phase proposal for the Lake Howard Nature Park Expansion. Our proposal includes the following scope of work.

General Conditions

- Project Management and Estimating
- Insurance/Bonds

Surveying

- Provide spot elevations and topography across and just outside the Project Site based on NAVD88 vertical datum.
- Locate, depict, and label visible aboveground improvements inclusive of culverts, structures, inlets, manholes, etc.
- Depict the right-of-way, property boundaries, to NAD83 horizontal datum. NOTE: Boundary, R/Ws and Easement information will be depicted based on a recent boundary survey provided.
- Locate trees 6" and greater DBH within the specific shaded area delineated on Exhibit "A".
- Locate up to 5,500 feet of wetlands flagging.
- Collect bathymetry of sedimentation pond, locate storm pipes and conveyance ditches in project area.
- Illustrate flood zones based on final topography.
- Deliver 3 certified hard copies and digital files of data and surface in AutoCAD format.

Environmental/Soil Scientist

Task 1 – Site Review and Report Preparation

Conduct a field review of the proposed Project boundary. This review will include the following:

- *Desktop Review of Project limits* – Prior to any field surveys, a desktop review will be conducted of the site to determine any potential constraints that may currently exist. This includes, but not limited to, National Wetlands Inventory (NWI), National Resource Conservation Service (NRCS) Soils and United States Geographical Survey Topographic databases. Listed species databases will be reviewed as well including the Audubon Florida EagleWatch Bald Eagle Nest Locator and species-specific consultation areas.

- *Wetland/Waterbody Delineation* – ESA will delineate all wetlands and waterbodies in accordance with Chapter 62-331 and 62-340, Florida Administrative Code (FAC) that occur within the project footprint. The limits of all features will be collected with a sub-meter Trimble GPS unit and the files will be provided to Carter and Kaye upon completion.
- *Preliminary Listed Species Survey* – During the site review a preliminary listed species survey will be conducted at to confirm that there is no potential for the existence of state and federally listed species and/or their habitat within the project limits.
- *Environmental Report Preparation* – Upon completion of the field review of the proposed site, an Environmental Report will be written that defines the environmental constraints that exist within the project area. This memo will describe the onsite wetlands/waterbodies, listed species habitat, permitting, mitigation options, and avoidance and minimization measures for the proposed Project. Additional design support including site enhancement, supplemental plantings and engineering support will also be incorporated in this report.
- *Geographic Information System (GIS) Exhibit Preparation* – In support of the Environmental Report, GIS mapping will be utilized to produce the environmental graphics that will include Location, Project Aerial, Wetlands/Waterbodies, Land Use, Soils, Topographic and Listed Species Occurrence Maps

Task 2 – Design Support

Provide support during the design phase of the proposed Project. Services under this task will include:

- *Site Enhancements* – ESA will provide recommendations to improve the onsite natural wetland and upland communities. This includes providing insight on nuisance and exotic vegetation removal and control including mechanical and/or herbicide applications.
- *Supplemental Planting Support* – ESA will provide recommendations on appropriate vegetative types and zonation, including on-center calculations based on the Project engineer's design of the site in support of the permit application. This task does not include specific engineering drawings required by the permit such as cross sections. However, ESA can provide Carter and Kaye support during that phase of the Project.
- *Engineering Support* - ESA will review the Project's hydrologic design and provide recommendations based on appropriate hydroperiods in order to minimize impacts to existing wetland systems. ESA will estimate the theoretical nutrient (total nitrogen and total phosphorus) and total suspended solids removal efficiencies attributed to natural system treatment of the stormwater routed through the wetland system based on provided pollutant loading and retention times.

Task 3 – Permitting Support

Wetlands or waterbodies are proposed to be affected by the Project and as such, permitting through the Southwest Florida Water Management District (SWFWMD) and potentially the Florida Department of Environmental Protection (FDEP) 404 Program will be required. This will include the following:

- *Environmental Resource Permit (ERP) Application Preparation* – ESA will assist in the

preparation of the ERP application, by providing any environmental information required in Section C and potentially Section I of the application. This will include providing the required information in Table 1 – Project Wetland and Other Surface Water Impact Summary.

- *Attending Agency Required Meetings* – ESA will attend the pre-application and any other applicable meetings with agency representatives.
- *UMAM Preparation* – UMAM evaluations for direct and secondary impacts will be completed for the Project wetlands to determine the amount and type of compensatory mitigation that may be required. In addition, UMAM evaluations will also be conducted on the wetlands that are proposed to be avoided or enhanced, for the potential mitigation lift that could be provided as a result of the Project. The functional gain for each avoided wetland that has the potential to be placed under conservation will be calculated to determine if onsite mitigation is practicable and the most financially feasible alternative.
- *WOTUS Information Form Preparation* – During the permitting process, ESA will prepare a WOTUS Information Form and submit it to the agencies for their files.
- *Geographic Information System (GIS) Exhibit Preparation* – In support of the permit applications and the WOTUS Information Form, GIS mapping will be utilized to produce the environmental graphics that include Location, Project Aerial, Land Use, Soils, Topographic, Wetlands/Waterbodies and Listed Species Occurrence.
- *Field Meeting with Agencies* – ESA will coordinate and meet with representatives of SWFWMD and if required, the FDEP 404 Program to review the wetland delineations and existing site conditions. This SOS covers two (2) meetings with the agencies.
- *RAI responses* – Responses for up to two Requests for Additional Information, (RAI) from the SWFWMD and potentially the FDEP 404 Program.

Considerations

- This SOS is for the design phase of the Project only.
- Formal listed species surveys or permitting are not included in this SOS.
- Hydrologic modeling is not included in this SOS.
- Water quality monitoring/sampling is not included in this SOS.
- Formal cultural resource surveys are not included in this SOS.
- Section 7 or Section 10 Consultation is not included in this SOS.
- A Mitigation Plan is not included in this SOS.
- Maintenance and monitoring services are not included in this SOS.
- Phase I site assessments are not included in this SOS.
- An Alternative Analysis is not included in this SOS.
- Land survey services are not included in this SOS.
- Permitting and/or Mitigation Fees are not included in this SOS.
- ESA is not responsible for any property encumbrances.
- Site Access will be provided by the client.

Geotechnical

The site is currently a cleared field with wetlands. This proposal assumes that the test boring locations will be readily accessible using an ATV-mounted drilling rig. We have not included an allowance for limited site clearing and difficult site access.

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate the subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance prior to the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others prior to our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Based on our understand of the project, the proposed scope will consist of performing:

- Ten (10) Standard Penetration Test (SPT) borings to a depth of 10 feet below existing land surface (bls) within the parking and hiking trail areas.
- One (1) SPT boring within the wet stormwater pond to a depth of 15 feet bls
- Two (2) SPT borings within the picnic/classroom areas to a depth of 15 feet bls.
- Perform two (2) pavement cores along 21st Street SW to determine the existing pavement section.

Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)) guidelines.

UES will prepare a geotechnical engineering report for the property, which will respond to the proposed property development. The report will be prepared under the direction of a professional geotechnical engineer registered in the State of Florida who specializes in consulting engineering. The report will summarize the field and laboratory services performed

and provide an engineering analysis of the site soil and groundwater conditions with special attention to potential subsurface conditions that may hinder development.
The final report will contain the following information at a minimum:

- Boring location plan with soil boring logs with USCS classifications
- Existing groundwater levels and estimated seasonal high levels at the boring locations
- Foundation design parameters for the proposed structures including allowable bearing pressure and estimated settlements.
- Stormwater pond design parameters (for use by civil engineer)
- Site preparation recommendations including stripping, excavations, compaction and backfilling.
- Presence of unsuitable soils and remediation recommendations (if warranted)
- Flexible and rigid pavement design recommendations
- Existing pavement component thicknesses along 21st Street SW and milling/resurfacing considerations.

Traffic Study

- Review the corridor traffic and physical characteristics including site visit as required.
- Obtain counts at the trail/pedestrian crossing and location (AM, PM and Noon).
- Review/Evaluate existing pavement markings and signage and provide appropriate recommendations.
- Prepare conceptual drawing for improvements to incorporate a roundabout and showing speed controls, trail crossing/pedestrian crossing including strips, rapid flashing beacon and signage.

Landscape Architecture

Conceptual Master Plan Verification and Update

- Attend one (1) site visit with the Client and Owner to review the existing conditions, document site furnishings and discuss the Project programming.
- Participate in a one (1) day design charrette to revisit the existing site plan (Exhibit C) and develop a new site plan based upon observations made, Owner provided programming and stormwater operations, newly acquired property and other input that may be received during the charrette.
- Based upon the input received at the conclusion of the day, update the conceptual master plan and provide an updated illustrative rendering which will become the basis of the construction document phase.

Schematic Design

- Based upon the Owner approved conceptual master plan and CAD base plan provided by the civil engineer, We will develop 30% Schematic Design Documents for the Project programming. The documents will include hardscape, site furnishings and landscape design as noted in the programming list in plan, schedule and as photo imagery to illustrate the design intent.
- Attend one (1) review meeting with the Client, design team and Owner. As part of this meeting the design team will review the documents with City department staff for potential shared opportunities and/or conflicts. Input received will be included in the 60% Design Development Documents.

Design Development Documents

- Based upon the Client and Owner review of the schematic design documents, CDG will develop 60% Design Development Documents for the project. The documents will address the project programming and include plans, details and schedules for the Project.
- Work with the civil engineer and their environmental scientist to develop a planting plan for tree and wetland impact mitigation. The engineer and/or their environmental scientist shall be responsible for providing the tree removal calculations and removal plan along with the required and areas of wetland mitigation planting.
- Attend one (1) review meeting with the Client, design team and Owner. As part of this meeting the design team will review the documents with City department staff for potential shared opportunities and/or conflicts. Input received will be included in the final construction Documents.

Final Construction Documents

- Provide hardscape construction documents including plan, details, notes and schedule for accent hardscape areas.
- Provide design intent drawings for boardwalks which will include plan, materials and dimensions.
- Provide site furnishing construction documents including plan, details, notes and schedule.
- Provide landscape construction documents including plan, details, notes and schedule.
- Provide irrigation construction documents which will include plan, details, notes and schedule.
- Attend one (1) review meeting with the Client, design team and Owner. CDG will provide minor adjustments to the documents. Substantial changes will be considered and additional service.

Permitting

- Provide signed and sealed permitting documents for submission to the City.
- We anticipate one (1) round of comments and will provide updated documents and written responses to the comments for the client's resubmission. Additional submissions may be considered an additional service.

Architectural Services

Services provided by our team will be limited to Architectural Design, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, and Fire Protection Engineering. An Allowance of $10,000 has been included for Structural Engineering if needed.

Task 1: Schematic Design

The Lunz Group shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to our services. The Lunz Group will evaluate the Owner's program, schedule and budget during schematic design phase.

We will deliver schematic floor plans and elevations for Owner's review. Based on owner's review, we will deliver final schematic design plans and elevations for final approval.

Task 2: Design Development Documents

Based on the Owner's approval of Schematic Design Documents, and on their authorization of any adjustments in the Project requirements, The Lunz Group shall prepare Design Development

Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents including plans, sections elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, mechanical, and

electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. We anticipate commentary and are prepared for two (2) rounds of changes based on feedback.

Any Value Engineering after the approval of the Design Development Documents will be additional services.

Task 3: Construction Documents

This task will be delivered in three (3) milestones.

Task 3a: Construction Documents (Issued for Owner Approval)

Based on Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for the Owner's approval. The level of completion will be approximately 75% complete for the project. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.

Task 3b: Construction Documents (Issued for Building Permit/Bid)

Based on Owner's approval of issued for Owner Approval set, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for Issuance for Building Permit / Bid.

Task 3c: Construction Documents (Issued for Construction)

Pending any review comments from the building department and inclusion of addenda bidding, The Lunz Group will develop a final Issued for Construction set. The Owner and Architect acknowledge that, in order to perform the work, the contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which The Lunz Group shall review during Construction Administration.

Civil Engineering

Assumptions related to our proposed scope of services and fees are as follows:

1. An adequate signed and sealed topographic survey with property boundary lines, wetland, and record survey information will be provided (in an adequate AutoCad format and hard copy)

by the Client to Whitehead with all pertinent information (e.g., subsurface utility information, wetland and field floodplain determinations) in and around the Project Site.

2. The City will endeavor to assist the surveyor to camera, evaluate and expose the existing storm conveyance pipe for field locates.

3. No offsite (outside of the Project Site) modeling, improvements or design (e.g., FoxRidge, road extensions, intersections, drainage) will be required.

4. The Owner has provided all of the property easements, access/land use approvals, dedications and encumbrances for the existing boundary surveys.

5. The improvements to water quality will consist of a possible sedimentation pond that collect onsite runoff prior to discharge.

6. An ecologist will coordinate with the Owner to establish the plant species and soils to be used to improve the water quality in any stormwater treatment systems, marshes and wetlands, etc.

7. There is no contamination that will affect the proposed improvements. No stormwater retention will be required by the SWFWMD; however, a presumptive use stormwater detention BMP (i.e., sedimentation basin) will be included if practicable to improve runoff water quality. It is assumed the proposed system will not require water quality criteria measurements and the post-development condition will easily match the predevelopment condition.

8. The permitting will be completed before issuance of the GMP for construction.

9. Although there are no known water quality criteria reductions required, we will endeavor to improve the water quality in the system via the use of onsite detention.

10. There are currently no flood reduction improvements required. The site is currently in a floodplain; flooding has occurred across Lake Howard and into FoxRidge; proposed improvements are not intended to improve or mitigate existing flooding. Floodplain compensation is not proposed and therefore the amount of improvements could be restricted by the onsite floodplain/zones.

Task 1 – Planning, Programming, Schematic Design and Preliminary Engineering Services

1.1 Attend a schematic kick-off meeting with the Client to review the conceptual plan scope, details on current scope of improvements and other pertinent information needs.

1.2 Following the kick-off meeting, the Owner and design team will meet onsite after the project is designed to review the existing conditions and discuss tree removals, and other elements of the project. If deemed necessary by CarterKaye prepare schematic exhibits and attend one

permit application meeting with the SWFWMD to review the Project Site and to discuss the stormwater management permit requirements for this Project.

1.3 Review the signed and sealed survey (showing all pertinent title work elements, known utilities); and AutoCad drawing at the outset of the Project.

1.4 Schedule, prepare exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project.

(1) Prepare one preliminary Site Plan for permitting meetings which will be an advancement of the conceptual plan prepared by Catalyst showing the proposed improvements and exhibits based on: (1) a signed and sealed Topographic and Boundary survey (provided in AutoCad showing all pertinent elements including easements); (2) geotechnical findings, and (3) one LA-provided conceptual site plan (in AutoCad format) with ADA access accommodations for the Project Site. The Preliminary Plan will show the proposed general development characteristics associated with the recreation improvements.

1.5 Notify the County, City, electric, gas, and telephone companies of the proposed construction and request locations, conflict information, comments, and detail on their existing utilities and service to the Site in attempt to avoid conflicts. Due to source information limitations, there is no assurance that all existing utilities will be accurately defined as to their depth and extent within the vicinity of the Project Site. We are not responsible for information limitations, utility research, location, and capacity verification information costs for utilities owned by others. *As an Associate Member of the Sunshine State One Call of Florida, and as your engineering consultant, we may incur these costs associated with your Project, and if so, we will include them on our invoices as a direct reimbursable cost.)*. To improve on the uncertainty associated with subsurface utilities, you may choose to have some degree of subsurface utility excavation or ground penetrating radar performed.

1.6 Assist in the review the soil scientists and geotechnical engineers soil boring tests across the Project Site, including but not limited to: (A) Seasonal high-water elevations, soil conductivity (Kvsu & Khsu), permeabilities, storativity and restrictive zones as required for the Environmental Resource Permit (ERP) application package; (B) Detailed flexible/rigid pavement evaluations/design (e.g. reinforcement, joints), soil modulus; and (C) Site preparation (e.g. soil replacement, karst and sink hole, subsurface drainage) asphalt/concrete mixes design recommendations. Please note that the soil scientist and geotechnical engineer will bill you directly for their services.

Task 2 – Permitting and Agency Coordination Services

2.1 If deemed necessary by Whitehead, schedule, prepare schematic exhibits, and attend a pre-application meeting with the City of Winter Haven to review the Project Site and to discuss the permitting requirements for this Project.

2.2 If deemed necessary by Whitehead, schedule, prepare schematic soil and topographic

exhibits for, and attend one permit application meeting with the SWFWMD to review the Project Site and to discuss the improvements and an exemption request for this Project.

2.3 Prepare an Environmental Resource Permit inquiry and submit to the SWFWMD for review for the proposed trails.

2.4 Attend one additional design progress meeting with the Client and the City of Winter Haven to review the status of the civil engineering plans and discuss any changes or revisions requested.

2.5 Prepare civil engineering design plans, specifications, and application package to the City of Winter Haven for review.

2.6 Review the ecologist's data as a result of performing an ecological valuation/permitting/wetland delineation.

2.7 If deemed necessary by Whitehead, assist in the preparation and submittal of the National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI) by providing the Grading and Drainage Plan and site information for the Client's SWPPP and NOI submittal.

Task 3a – Design Development and Final Engineering Services

3.1 Based on the pre-application meeting(s) (if needed) with the City of Winter Haven and SWFWMD, final geotechnical data, completed survey, utility owner's feedback, final LA architectural information and Client's approval of the 30 percent plans, we will prepare design development (80 percent substantially complete) 22" x 34" engineering plans to include one Dimensioned Site Plan; Site Grading and Drainage Plan, and Details for the Project Site for the City of Winter Haven, and SWFWMD permit application submittals.

3.2 Based on the aforementioned pre-application meetings, geotechnical data, completed topographic (with property boundaries) survey, utility requests feedback, the LA's design (in CAD format) information and Owner's approval and review of 30 percent plans, prepare 70 percent complete civil engineering 22" x 34" construction plans for permit submittals for the civil engineering improvements supporting infrastructure to include elements such as parking, pavement improvements, stormwater management and drainage systems in and around the parking lot and playground and ADA access.

3.3 Technical specifications will be contained on the construction drawings.

Task 4a – Final Engineering Services

4.1 After feedback from the agencies prepare 100 percent complete civil engineering 22" x 34" construction plans, to include a Dimensioned Site Plan, Grading and Drainage Plan, Utility Plan (does not include dry utilities) and technical specifications for the civil engineering

improvements for the supporting infrastructure. The Plans will show elements such as parking, pavement improvements, stormwater management and drainage systems in and around the parking lot and playground and ADA access.

4.2 Technical specifications will be contained on the construction drawings. CarterKaye assumes that the EJCDC or AIA Standard General Conditions will be used by the Client to define the standard conditions for the construction contract, e.g., substantial completion, submittals/shop drawing review requirements, etc. which support and complement CarterKaye's specifications. The Client acknowledges CarterKaye's construction plans contain contract requirements which cannot be excluded by the Client (Contractor) as part of the Project unless explicitly approved in writing by CarterKaye's Engineer of Record.

Task 4b Prepare only a conceptual design of 21st SW improvements for a pedestrian crossing and traffic calming device.

Exclusions:

- Offsite improvement design, upgrade to existing city utilities, construction administration services
- Excluded work efforts include but are not limited to: 404d mitigation permitting; Archeological, Cultural, Historical, and Protected Ecological Species Studies and Permitting; Structural Engineering; Walls, Boardwalks, Piers; CSX Design and Permitting; Offsite Drainage Evaluation; FIRM revision; Floodplain Hydroperiod Studies, Impacts and Compensation; Geotechnical Studies and Engineering (demucking, dewatering, surcharging, soil drains); Green Ampt Modeling; In-lake Design (below the OHWL); Groundwater Contamination Assessments, Modeling, Detection; Modification or Evaluations of the Existing Stormwater Management System; No drawdown/SHWL impacts; Regional Water Resources Modeling/Engineering; Redesign for Cost-Cutting/VE post 30 percent; Subsurface Utility Evaluations (SUE); Surface Water Quality BMPs or Treatment Efficiency Justification; Ecological Evaluations, Permits, and Mitigation; Wetland Evaluations, Permits, and Mitigation; Soil Mitigation/Amendments, TMDL Evaluation and Compliance; Utility Relocation/Vacation Work; Water Well Permitting; and all other services or work tasks and meetings not specifically identified in the Scope of Services herein.

Estimating

- Provide budget estimate at 30% and 60% design documents
- Provide GMP estimate and proposal at completion of 100% construction documents

The Design Phase Cost Breakdown is as follows:

• Project Management & Estimating	$ 19,800.00
• Permit Fee Allowance	$ 10,000.00
• Surveying	$ 39,215.00
• Geo Tech/Soil Scientist	$ 12,850.00
• Environmental Consultant	$ 23,483.00
• Architectural	$ 27,629.00
• Structural Engineer (Allowance)	$ 10,000.00
• Traffic Study	$ 6,900.00

- Landscape Architecture $ 55,085.00
- Civil Engineering $ 76,075.00

South Lake Howard Nature Park Expansion Design Phase Total = $281,037.00

Please contact me directly with any questions you may have regarding this proposal. We look forward to working with you on this project.

Kindest regards,



E. Ryan Whitehead
President



K:\Clients\EVWHS – Everett Whitehead and Sons, INC\EVWHS23006 Phase 2 Lake Howard Nature Park\ACAD\EXHIBITS\240115 ProjectSiteEco KK AJO.dwg

PROJECT SITE

LAKE HOWARD NATURE PARK
SECTION: 30, TWP: 28S, RGE: 26E

SOURCE:
AERIAL: MICROSOFT

PROJECT No.:
COWHN23002

Plot Date:
Jan 17, 2024 – 11:04am

CARTER|KAYE ENGINEERING
137 5th Street N.W. • Winter Haven, FL 33881
T: (863) 294-6965 • Web: www.carterkaye.com

DATE: February 15, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charlie Bird, Assistant City Manager – Public Safety

FROM: Natalie Wilson, Special Event Coordinator

SUBJECT: Florida Department of Transportation Temporary Road Closure Request for the 2024 Winter Haven Police Department 5k

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BACKGROUND

The City of Winter Haven's Police Department is hosting its annual 5k for Special Olympics Florida on March 9, 2024. The Florida Department of Transportation (FDOT) requires a Request for Temporary Closing/Special Use of State Road Form to be submitted along with a map and documenting City Commission action approving the requested Closure.

The 5k will be staged with the start and finish line in Joyce B. Davis Park. once the race begins, runners will head north on the trail until they reach S. Lake Silver Drive and will continue east on Lake Silver Dr. NE until they reach Avenue M NW by using the lane closest to the lake. Runners will continue north on Unity Way NE. At this point, the 5k runners will use the TECO building as a turnaround and will utilize the trail south until they return to Joyce B. Davis Park.

FINANCIAL IMPACT

There is no financial impact associated with this action.

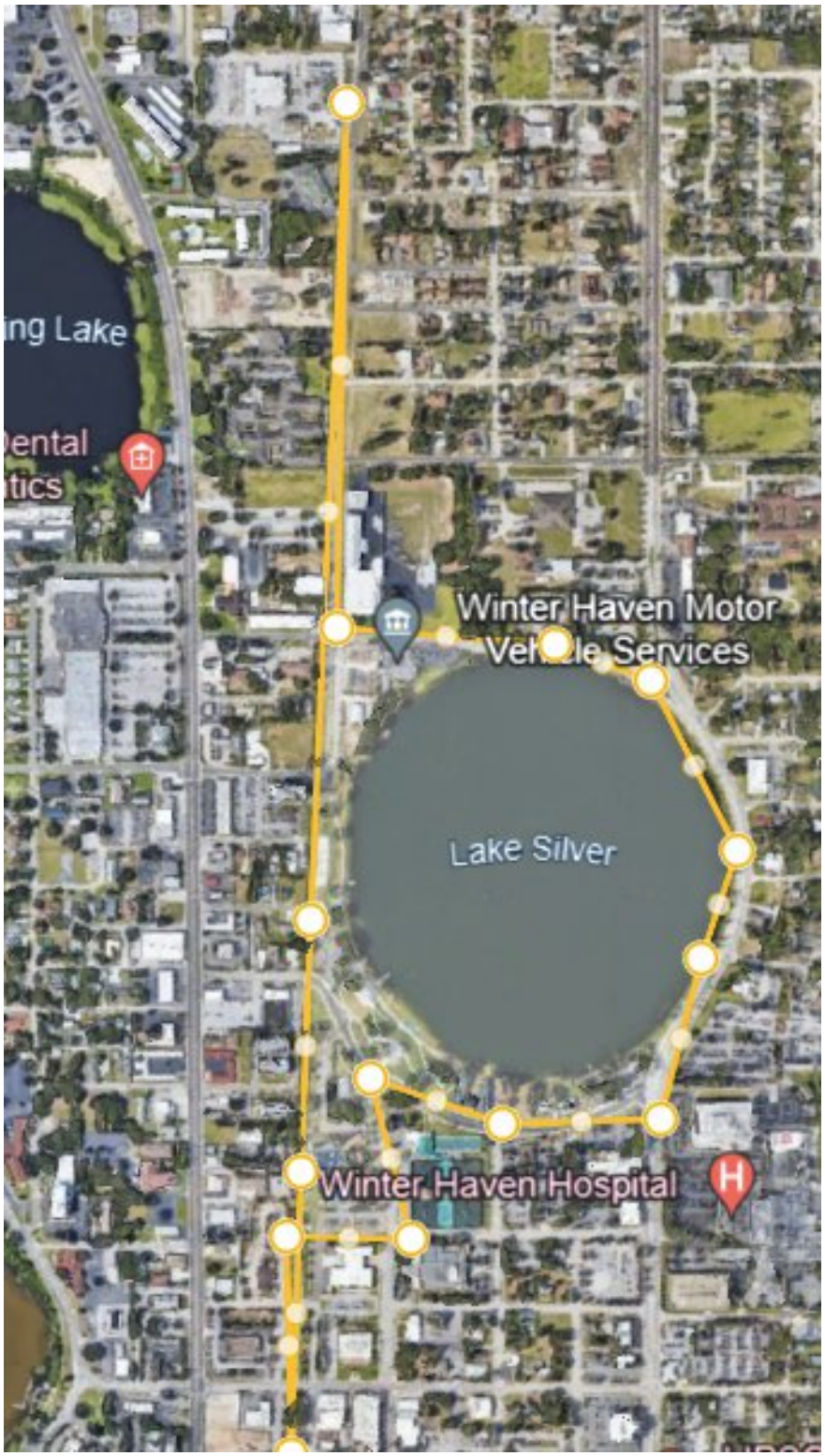
RECOMMENDATION

Staff recommends City Commission authorize staff to take all necessary action to apply for and submit a road closure permit application for the 2024 WHPD 5k.

ATTACHMENTS

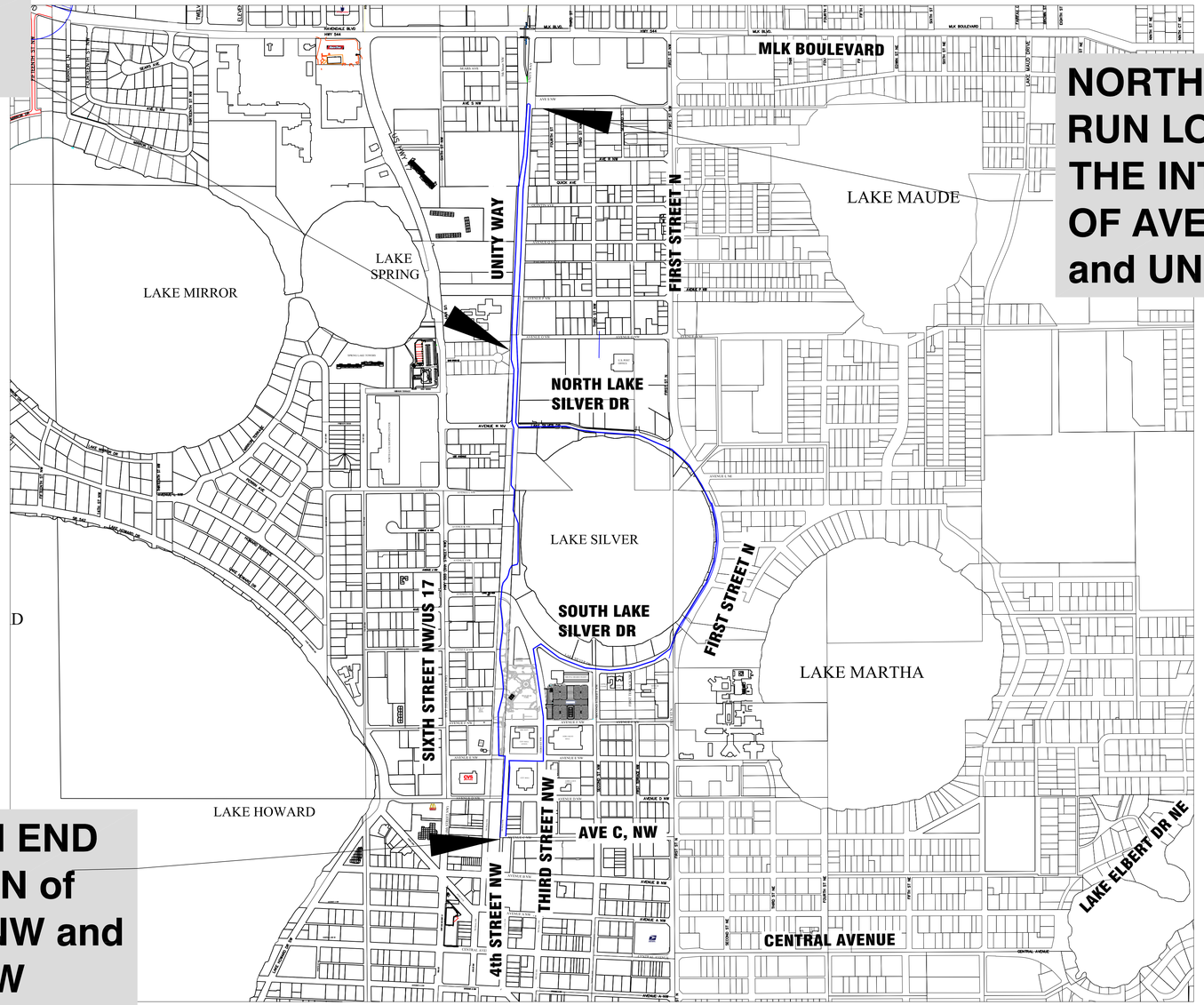
- 2024 WHPD PD 5k Race Route Map
- MOT Plan and Detour Map

WHPD 5k Route



WINTER HAVEN POLICE 5K RUN ROUTE AND DETOURS

5K RUN ROUTE



NORTH END OF 5K RUN LOCATED AT THE INTERSECTION OF AVENUE S, NW and UNITY WAY

5K START and END INTERSECTION of 4th STREET, NW and AVENUE C, NW

VICINITY MAP

DRAWING INDEX

SHT No.	DESCRIPTION
1.	Cover
2 - 4	5K RUN ROUTE MOT

490 3rd STREET N.W.
WINTER HAVEN, FL 33881
PHONE: 863-291-5850
FAX: 863-291-5211

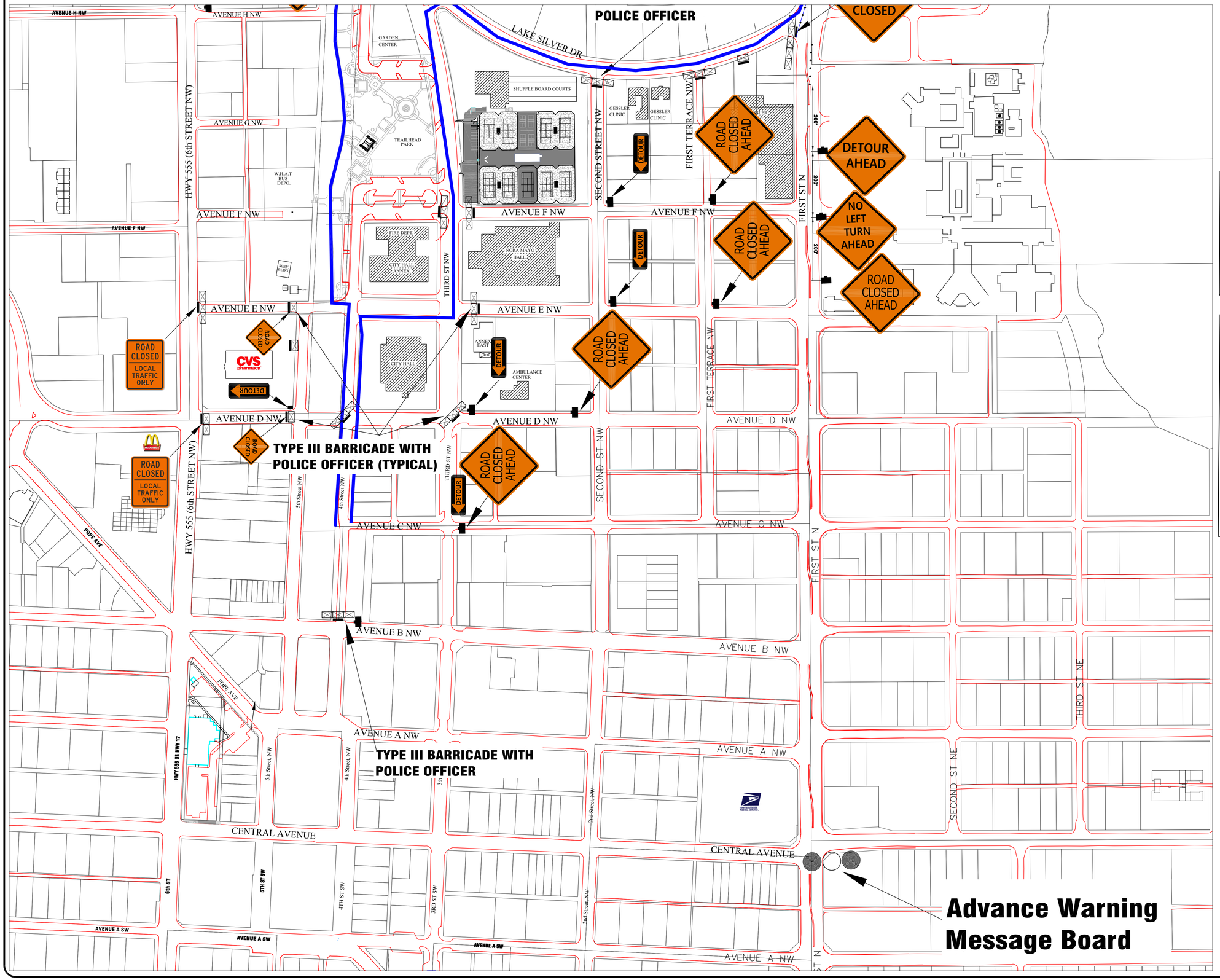
WINTER HAVEN
The Chain of Lakes City

ENGINEERING SERVICES DIVISION

PROJECT No.: 24-024-IH DATE: FEBRUARY 2024

Drawing: F:\Engineering Drawings\In Progress\2024\24-024 MOT Police 5K\22-012 Base 2024.dwg
Layout: Cover
Feb 06,2024,8:11am

CONTINUED ON SHEET 3



SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

5K RUN ROAD CLOSURE WILL STARTING AT INTERSECTION OF AVENUE C, NW AND 4TH St, NW AND WILL RUN NORTH AROUND THE EAST SIDE OF LAKE SILVER, NORTH ALONG UNITY WAY THEN RUN SOUTH ALONG UNITY WAY BACK TO START ALONG 4TH STREET NW AND END AT THE INTERSECTION OF AVENUE C, NW. THE WEST LANE OF THE SOUTH BOUND TRAFFIC ALONG 1ST STREET WILL BE CLOSED TO TRAFFIC FROM NORTH LAKE SILVER DRIVE TO SOUTH LAKE SILVER DRIVE.

ROAD CLOSURE IS SCHEDULED TO BE FROM 7:45 A.M. TO 9:00 A.M. SATURDAY MARCH 9TH.

CITY OF WINTER HAVEN POLICE WILL HAVE OFFICERS POSTED AT FDOT CROSS STREETS.

REVISION DESCRIPTION	NO.
DESIGNED JMC	
DRAWN JMC	
CHECKED	
APPROVED	
PROJECT NO. 24-024-H	
DATE MARCH 2024	

WINTER HAVEN
The Chain of Lakes City
ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
5K RUN ROUTE

WINTER HAVEN POLICE 5K RUN M.O.T. PLAN

SHEET NO.
2

Drawing: F:\Engineering Drawings\In Progress\2024\24-024 MOT Police 5K\22-012 Base 2024.dwg
Layout: MOT PLAN 5K RUN ROUTE P2
Feb 06,2024.8:15am

CONTINUED ON SHEET 4

TYPE III BARRICADE WITH POLICE OFFICER

Advance Warning Arrow Board

CHANNELIZING DEVICE (TRAFFIC CONES TYP)

TYPE III BARRICADE WITH POLICE OFFICER

CHANNELIZING DEVICE (TRAFFIC CONES TYP)

TYPE III BARRICADE WITH POLICE OFFICER (TYPICAL)

LAKE SILVER

TYPE III BARRICADE WITH POLICE OFFICER

CONTINUED ON SHEET 2

SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

5K RUN ROAD CLOSURE WILL STARTING AT INTERSECTION OF AVENUE C, NW AND 4TH St, NW AND WILL RUN NORTH AROUND THE EAST SIDE OF LAKE SILVER, NORTH ALONG UNITY WAY THEN RUN SOUTH ALONG UNITY WAY BACK TO START ALONG 4TH STREET NW AND END AT THE INTERSECTION OF AVENUE C, NW. THE WEST LANE OF THE SOUTH BOUND TRAFFIC ALONG 1ST STREET WILL BE CLOSED TO TRAFFIC FROM NORTH LAKE SILVER DRIVE TO SOUTH LAKE SILVER DRIVE.

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NO.	REVISION DESCRIPTION

DESIGNED JMC
DRAWN JMC
CHECKED
APPROVED
PROJECT NO. 24-024-##
DATE MARCH 2024

WINTER HAVEN
The Chain of Lakes City
ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
5K RUN ROUTE

WINTER HAVEN POLICE 5K RUN M.O.T. PLAN

SHEET NO.
3

Drawing:F:\Engineering Drawings\In Progress\2024\24-024 MOT Police 5K\22-012 Base 2024.dwg
Layout: MOT PLAN 5K RUN ROUTE P3
Feb 06,2024.8:15am

SEARS AVE

5th Street NW

UNITY WAY

DETOUR

ROAD CLOSED

AVE S NW

AVE S NW

AVE S NW

TYPE III BARRICADE WITH POLICE OFFICER

US HWY 17

SIXTH ST NW

FOURTH ST

THIRD ST NW

SECOND ST

FIRST ST NW

AVE R NW

QUICK AVE

DETOUR

ROAD CLOSED AHEAD

QUINTIN AVE

TYPE III BARRICADE (TYPICAL)

DETOUR

ROAD CLOSED AHEAD

AVENUE Q NW

DETOUR

ROAD CLOSED AHEAD

PALMETTO AVE NW

DETOUR

ROAD CLOSED AHEAD

AVENUE P NW

AVENUE P NW

TYPE III BARRICADE (TYPICAL)

THIRD ST NW

DETOUR

ROAD CLOSED AHEAD

DETOUR

AVENUE O NW

AVENUE O NW

AVENUE O NE

NO RIGHT TURN AHEAD

RIGHT LANE CLOSED AHEAD

200'

200'

200'

FIRST ST N

U.S. POST OFFICE

LAKE TOWERS

RETAIL CENTER

BANK

MIRROR TERRACE

U S HWY 17

ASSISTED LIVING FACILITY

EXPANDED RETENTION POND

SOCCER FIELD

(LAKE SPRING CT)

PARRISH

GYMNASIUM

ROAD CLOSED LOCAL TRAFFIC ONLY

TYPE III BARRICADE WITH POLICE OFFICER

CONTINUED ON SHEET 3

N

SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

5K RUN ROAD CLOSURE WILL STARTING AT INTERSECTION OF AVENUE C, NW AND 4TH St, NW AND WILL RUN NORTH AROUND THE EAST SIDE OF LAKE SILVER, NORTH ALONG UNITY WAY THEN RUN SOUTH ALONG UNITY WAY BACK TO START ALONG 4TH STREET NW AND END AT THE INTERSECTION OF AVENUE C, NW. THE WEST LANE OF THE SOUTH BOUND TRAFFIC ALONG 1ST STREET WILL BE CLOSED TO TRAFFIC FROM NORTH LAKE SILVER DRIVE TO SOUTH LAKE SILVER DRIVE.

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CITY OF WINTER HAVEN POLICE WILL HAVE OFFICERS POSTED AT FDOT CROSS STREETS.

NO.	REVISION DESCRIPTION

DESIGNED JMC
DRAWN JMC
CHECKED
APPROVED
PROJECT NO. 24-024-##
DATE MARCH 2024

WINTER HAVEN
The Chain of Lakes City
ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
5K RUN ROUTE

WINTER HAVEN POLICE 5K RUN M.O.T. PLAN

SHEET NO.
4

Drawing:F:\Engineering Drawings\In Progress\2024\24-024 MOT Police 5K\22-012 Base 2024.dwg
Layout: MOT PLAN 5K RUN ROUTE P4
Feb 06,2024.8:16am

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance Above Ground Hazard
3	Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
4	Flagger Control Survey Work Zones Signs
5	Work Zone Sign Supports
6	Commonly Used Warning and Regulatory Signs In Work Zones
7	Manholes/Crosswalks/Joints Truck Mounted Attenuators Signals Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards
8	Drop-Offs In Work Zones
9	Business Entrance Temporary Asphalt Separator
10	Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.

2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.

3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 2
TAPER LENGTH "L"

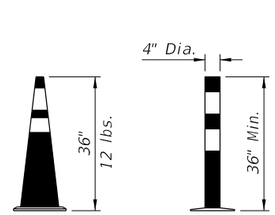
Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$
Where: W = width of offset in feet S = speed in mph	

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500
* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.	

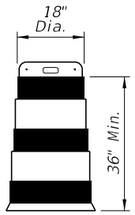
TABLE 4
BUFFER LENGTH "B"

Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.	

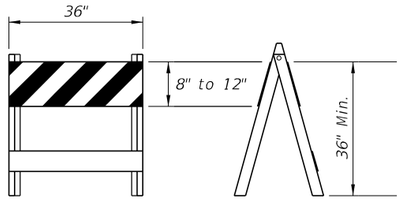


CONES

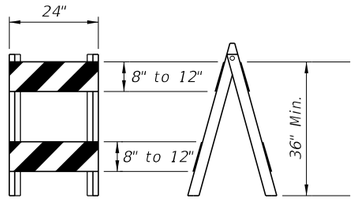
TEMPORARY TUBULAR MARKER



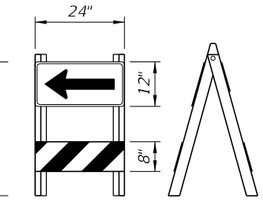
PLASTIC DRUMS



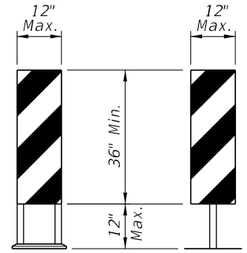
TYPE I BARRICADE



TYPE II BARRICADE

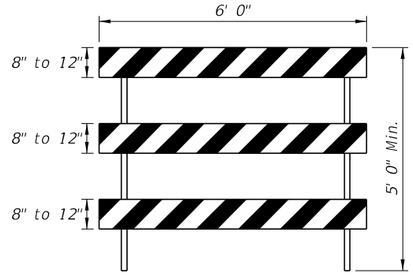


DIRECTION INDICATOR BARRICADE



A-FRAME POST MOUNT

VERTICAL PANEL



TYPE III BARRICADE

CHANNELIZING DEVICES

CHANNELIZING DEVICE NOTES:

1. The details shown on this sheet are for the following purposes:
   a. For ease of identification and
   b. To provide information that supplements or supersedes that provided by the MUTCD.

2. The Type III Barricade shall have a unit length of 6'-0" only. When barricades of greater lengths are required those lengths shall be in multiples of the 6'-0" unit.

3. No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).

4. Ballast shall not be placed on top rails or any striped rails or higher than 13" above the driving surface.

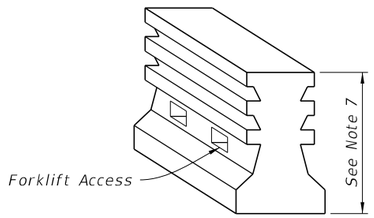
5. The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the intended travel lane.

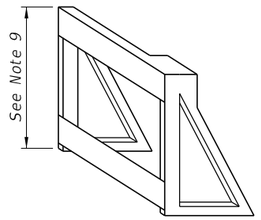
6. The splicing of sheeting is not permitted on channelizing devices or MOT signs.

7. For rails less than 3'-0" long, 4" stripes shall be used.

8. Cones shall:
   a. Be used only in active work zones where workers are present.
   b. Be reflectorized as per the MUTCD with Department-approved reflective collars when used at night.

9. For pedestrian longitudinal channelizing devices, the device shall have a minimum of 8" continuous detectable edging above the walkway. A gap not exceeding a height of 2" is allowed to facilitate drainage. The top surface of the device shall be a minimum height of 32" and have a ⅛" or less difference in any plane at all connection points between the devices to facilitate hand trailing. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian drop-off protection is required, the device shall have a footprint or offset of at least 2', otherwise the device must be at least 42" in height above the walkway and be anchored or ballasted to withstand a 200 lb lateral point load at the top of the device.





PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES

TEMPORARY BARRIER NOTES:

1. Where a barrier is specified, any of the types below may be used in accordance with the applicable Index:

Index	Description
102-100	Temporary Barrier
102-120	Low Profile Barrier
536-001	Guardrail

2. Trailer Mounted Barriers may be used to provide positive protection for workers within the work areas. APL drawings may be used as a guide to develop project specific Temporary Traffic Control Plans that are signed and sealed by the Contractor's Engineer.

DATE: February 2, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Julie Adams, Parks, Recreation & Culture Department Director

FROM: Andy Palmer, Parks Planning & Strategic Initiatives Manager

SUBJECT: Florida Citrus Building HVAC Renovation Project: Mechanical Services of Central Florida Inc. Evaluation and Development Phase Scope of Work & Sourcewell Participation Agreement Authorization

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BACKGROUND

In 2017, the City entered into a 50 year lease with the State of Florida to utilize the Florida Citrus Building for public use. These uses include a community rental & meeting facility and offices to support municipal operations. The lease specifies that the City is responsible for the upkeep and general costs of the building and any modifications including short and long term maintenance. The City leases the building for $300 per year.

The lease agreement included a "Land Use Plan" which outlined specific uses for the building. These uses included initial upgrades to the rental hall in 2017 as well as longer term uses such as renovations to accommodate various office spaces. To continue these operations, it is necessary to ensure the building systems and envelope are maintained and upgraded as necessary. The HVAC system for the building was last upgraded in the early 1990s and has shown a need for an overall renovation. The City's FY 2023/2024 Budget includes $1.5 Million to address the renovation needs.

City staff has received a proposal from Mechanical Services of Central Florida, Inc. to perform these renovations. The proposal is broken into two phases. The first phase, which this agenda item is in regards to, is an Evaluation and Development Phase. This phase will document the current system and create a plan for needed upgrades and renovations including new controls. The phase will also include cost estimation throughout the process keeping the project's budget at the forefront. Once the Evaluation and Development Phase is complete, a subsequent proposal, based on the results of Phase 1, will be presented for consideration which will be the Equipment Purchasing & Installation Phase (Phase 2). Phase 1 is expected to take 60-90 days while Phase 2 will be dependent on final equipment selections. Certain equipment for Phase 2 could have significant lead times of 30-45 weeks.

The City is proposing to enter into a Sourcewell Participation Agreement with Mechanical Services of Central Florida for the procurement of their services. The Agreement will cover both phases of work.

Sourcewell is a purchasing cooperative with contracts for services and equipment that have been previously been competitively bid, similar to State Contract.

Mechanical Services Of Central Florida have provided services similar to the proposed work at the Florida Citrus Building around the State. Staff has received positive references for similar work from the colleges and school districts around Central Florida. Any major modifications being proposed by this project will be coordinated with the State as necessary based on the terms of the Lease Agreement.

FINANCIAL IMPACT

The City has $1.5 Million budgeted in FY 2023/2024 for the project. Phase I "Evaluation and Development" will costs $79,915. Phase II will be completed under a future agenda item with a costs to be determined based on the result of Phase I.

RECOMMENDATION

Staff recommends the City Commission approve the Scope of Work with Mechanical Services of Central Florida, Inc., authorize the City Manager to execute the Sourcewell Participation Agreement and take any other actions necessary regarding the Scope of Work and Participation Agreement.

ATTACHMENTS

- Mechanical Services of Central Florida, Inc. Evaluation and Development Phase Scope of Work
- Sourcewell Participation Agreement

EMCOR Services
MSI-Mechanical Services

MSI - Mechanical Services
Contact: Amy Strickland
9820 Satellite Blvd.
Orlando, FL 32837
Phone: 1 (407) 902-3246
Email: astrickland@msifla.com
Web: http://msifla.com

City of Winter Haven

Citrus Building Mechanical Renovation
500 3rd Street NW, Winter Haven, Florida 33881

Phase 1: Evaluation & Development

Date: January 23, 2024
Project: Citrus Building Mechanical Renovation
MSI Sourcewell Contract #FL-R6-HVAC03-111821-MSF

State License # CMC1250674

Project Overview

The project will consist of renovating the existing outdated HVAC Mechanical system at the City of Winter Haven Florida Citrus Facility. The current system consists of (2) air cooled Carrier chillers, several chilled water air handler units (AHUs), Variable Air Volume (VAV) boxes, pumps, and controls.

Scope of Work

The project will break down into (2) two phases to include the following:

Phase – 1 Scope of Work: Evaluation and Development

This portion of the project will consist of evaluating the existing HVAC Mechanical system and documenting the current configuration.

- Discovery meeting with the City of Winter Haven
- Mechanical system discovery, evaluation, layout development
- Mechanical prints will be provided.
- Includes labor to trace & review the system as currently installed.
- Note mechanical system condition and opportunities for improvement.
- Establish building load.
- Evaluate HVAC Mechanical configuration based on required building load.
- Document duct sizing and zoning.
- Review cfm and capacity of equipment – chillers, pumps, AHUs, and VAVs.
- Prepare prints showing system configuration.
- Provide project prints for new system with unit selection and sequence of operation.
- Review all findings with customer.
- Final budget and scope of work for Phase 2

Phase – 2 Scope of Work: Equipment Purchasing & Installation (to commence upon completion of phase 1 and city's approval)

This step will include upgrading the HVAC Mechanical system based on findings and outcome of the evaluation of Phase -1. Generally, this phase is anticipated to include the following pending scope of work determined by phase 1:

- Implementation and verification – system replacement and upgrades as finalized in Phase – 1, along with confirmation of proper operation.
- Replacement of existing Carrier chillers.
- Replacement of existing McQuay Air Handler Units.
- Piping and duct modifications to accommodate new equipment.
- NEBB Certified Test & Balance with system verification.
- Updating of facility BAS controls to a non-proprietary control system.
- Documentation and owner training on system.

Any item or service that is not listed above is not included, premium labor unless specified, fire/smoke/building management controls, life safety/fire alarm interface, any electrical modifications and or upgrades, any low voltage modifications and or upgrades, any structural modifications and or upgrades (outside of scope above), any roofing modifications and or upgrades (outside of scope above), any ductwork modifications and or upgrades (outside of scope above), any building code upgrades that may be required, bonding, patching/plastering/painting, plumbing, general contracting services, hazardous material mitigation, lighting protection, temporary cooling, ASHRAE Standard 15 upgrades, certified air/water test and balance services, any site specific required safety training or badging. Repairs of any kind to any equipment not listed above. Existing fire alarm shut down and electrical service to be reused. Work to be conducted during normal hours of operation.

Warranty

Manufacturer provides (1) year parts warranty. MSI will provide 90 days labor warranty on all workmanship inclusive of this contract and does not apply to any other part of the system.

Sale Price

Purchase: Total price for the above (including applicable taxes):

Total Cost of Phase 1: **$79,915.00**

Total Cost of Phase 2: To be determined based upon findings of Phase 1 findings, recommendations, and cost-budget consideration. A separate proposal will be provided upon the completion of Phase 1 to include mechanical equipment, labor for installation, additional parts and material based upon mechanical drawing completion.

This price will only be valid for thirty days from the proposed date.

Payment terms to be made as follows:

- Progress billing throughout project

This quotation is provided subject to MSI's standard Terms and conditions which can be reviewed upon request. These conditions apply to this quotation and any subsequent order notwithstanding anything to the contrary contained in or incorporated into any document from or oral statement made by you, the customer. No variation or amendment to the conditions shall be of any effect unless expressly agreed, in writing, by a person authorized to sign on behalf of MSI. By accepting this quotation, I confirm that I have read and I accept the conditions and I am authorized to enter into a contract on behalf of the customer.

Authorized Customer Signature: _____

Name (Please Print): _____

Date: _____

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is made as of the _____ day of _____ in the year 2024, between **THE CITY OF WINTER HAVEN, FLORIDA,** a Florida Municipal Corporation, whose address is 451 Third Street NW, Post Office Box 2277, Winter Haven, Florida 33883-2277 (hereinafter referred to as the "CITY"), and Mechanical Services of Central Florida, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSTH:

WHEREAS, Sourcewell is a local government unit, public corporation and public agency under the laws of the state of Minnesota.

WHEREAS, Sourcewell, formerly National Joint Powers Alliance, was created by Minnesota state law as a service cooperative to provide programs and services to members in education and government.

WHEREAS, the CITY is a member of Sourcewell under member ID #176873 and is eligible to participate in all Sourcewell awarded contracts.

WHEREAS, use of cooperative purchasing agreements can provide additional benefits to the CITY such as expedited procurement and cost savings resulting from larger contract awards than the CITY would be able to achieve on its own;

WHEREAS, the CITY Procurement Manager has reviewed the Sourcewell solicitation and award process documentation and has found the Sourcewell process to be in compliance with CITY policy and sound Public Procurement Best Practices.

WHEREAS, on December 21, 2021, Sourcewell awarded a Request for Proposal (RFP) #111821 for Indefinite Delivery - Indefinite Quantity Construction Contracts.

WHEREAS, Sourcewell fully evaluated and ranked all proposals received in response to RFP #111821;

WHEREAS, on December 29, 2021, Sourcewell and CONTRACTOR entered into a Contract as a result of RFP #111821;

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained in this Participation Agreement, the CITY and the CONTRACTOR do hereby agree as set forth below:

1. **Recitals.** The above recitals are true and correct and are incorporated herein.

2. **Commodities.** CONTRACTOR hereby agrees to provide the CITY with Indefinite Delivery – Indefinite Quantity Construction Contracts under the Sourcewell Contract. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work. CONTRACTOR may also provide to the CITY additional related commodities that may not be on schedule/contract and considered to be Open Market commodities. The cost of Open Market commodities may be negotiated between the parties, subject to compliance with applicable Procurement requirements, if any.

   During the term of this Participation Agreement, any negotiated price, terms or discounts may not be less favorable to the CITY than the price, terms or discounts approved by Sourcewell or any other participating government agency.

3. **Agreement.** This Participation Agreement and the Sourcewell Contract #FL-R6-HVAC03-111821-MSF ("Contract") set forth the entire agreement between the parties.

4. **Terms and Conditions.** The terms and conditions of the Contract between CONTRACTOR and Sourcewell entered into on December 29, 2021, are hereby expressly incorporated by reference into and made a part of this Participation Agreement. In the event of a conflict between the terms and conditions of the Contract and this Participation Agreement, the terms of this Participation Agreement shall govern.

5. **Term**. This Participation Agreement is effective through December 28, 2024 (expiration of the final renewal term of the Sourcewell Contract).

6. **Indemnification.** To the extent permitted under applicable law, each party shall defend, indemnify, and hold harmless the other party, its affiliates, and their elected officials, officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this agreement by the indemnifying party, its affiliates, or the officers, agents or employees of such party (the "indemnifying parties"); or (ii) the negligence or misconduct of the indemnifying parties during the term of this agreement. The indemnities in this section are subject to the indemnified parties promptly notifying the indemnifying parties in writing of any claims or suits. Neither party shall be required to indemnify the other party for that party's own negligence. Notwithstanding any other provision set forth in this Participation Agreement, nothing contained in this Participation Agreement shall be construed as a waiver of CITY's right to sovereign immunity under

Florida law, if applicable, and/or the limits of the CITY's liability under Section 768.28 of the Florida Statutes, or other limitations imposed on CITY's potential liability under state or federal law regardless of whether such claims are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. This section shall survive the termination and/or expiration of this Participation Agreement.

7. **Venue.** The rights and obligations of the parties hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for any actions arising under the Contract and this Participation Agreement shall be exclusively in the state courts of competent jurisdiction in and for Polk County, Florida or the U.S. Federal District Court in and for the Middle District of Florida, Tampa Division.

8. **Public records.** To the extent that any agreement between the parties is construed to be a contract for services with a public agency and that it is acting on behalf of CITY as contemplated in Section 119.0701(1) of the Florida Statutes, then CONTRACTOR agrees to:

   1. Keep and maintain public records required by the CITY to perform the service contemplated in this Participation Agreement.

   2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Participation Agreement term and following completion of the Participation Agreement if CONTRACTOR does not transfer the records to the CITY.

   4. Upon completion of the Participation Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Participation Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon

request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PARTICIPATION AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FLORIDA 33881.

If CONTRACTOR does not comply with a public records request, CITY shall enforce the Participation Agreement which may include immediate termination of this Participation Agreement.

9. **Counterparts.** Original signatures transmitted and received via electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement on the date stated in the preamble.

MECHANICAL SERVICES OF CENTRAL FLORIDA, INC.

By: _____

Printed: Deborah K. Alazraki

Title: Chief Financial Officer

CITY OF WINTER HAVEN, FLORIDA

By: _____
T. Michael Stavres, City Manager

Attest:

_____
Vanessa Castillo, City Clerk

Approved as to Form:

_____
Frederick J. Murphy, Jr., City Attorney

DATE: February 15, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Julie Adams, Parks Recreation & Culture Department Director

FROM: Andy Palmer, Parks Planning & Strategic Initiatives Manager

SUBJECT: Chain of Lakes Park Phase II Demolition Task

BACKGROUND

In 2023, the City Commission awarded RFQ 22-45, Chain of Lakes Park Phase II Construction Manager at Risk, to Rodda Construction. The City also entered into an Interlocal Agreement with Polk County which included a funding plan for the project and outlined certain milestones including having the new baseball facilities online by February 2025. Staff, the CMAR Team, County and Engineer have been closely working on developing the plans and permitting for the project. Additionally, strategies on streamlining the construction process are being contemplated. This includes starting on certain aspects of demolition while tandemly continuing with the permitting and plan development. Until a Southwest Florida Water Management District Permit is issued, major site work may not occur. The Team expects this permit within the next 3-4 months. However, the vertical structures associated with the spring training facilities including the stadium, clubhouses, offices and other associated building may be demolished in advance of issuing the permit.

Rodda estimates that the demolition work associated with these structures at approximately $1.2 Million, which is accounted for in current estimates for the overall project. Rodda and their CMAR Team are currently soliciting competitive bids for the demolition work, which they expect to take 4-5 weeks. In an effort to expedite this first demolition phase, staff is requesting that the City Commission authorize the City Manager to approve a Purchase Order not to exceed $1.2 Million for the vertical structure demolition.

Rodda will submit a formal proposal to the City for this work within the next few weeks. No work will take place until a Purchase Order is issued by the City. Rodda estimates that work will commence by late March/early April and last approximately three months. This timing will allow the park phase to commence by early summer, which will match the timing of the SWFWMD Permit and final plan development.

Based on the expedited project schedule, additional items for consideration may be presented in the next few months prior to the Park Phase. These items may include materials and equipment needed for the project which have long lead times.

FINANCIAL IMPACT

The City currently has $20,000,000 budgeted for this project within the FY 2024/25 Budget. The $1.2 Million Estimate for this demolition phase is currently accounted for in the project budget. The actual Purchase Order will be issued for an amount of a proposal to be submitted by Rodda and their team, not to exceed $1.2 Million. The amount of the actual proposal for demolition will be based on competitive bids solicited by Rodda and their team.

RECOMMENDATION

Staff recommends that the Commission authorize the City Manager to issue a Purchase Order, not to exceed $1.2 Million for a Structural Demolition Phase for the Chain of Lakes Park Phase II Project.

ATTACHMENT

- Rodda Construction Structural Demolition Scope

February 15, 2024

City of Winter Haven
Parks, Recreation, and Culture Division
451 3rd Street NW
Winter Haven, FL 33881

Attn: Mr. Andy Palmer

RE: Chain of Lakes Park Phase II- Structural Demolition Scope

Dear Mr. Palmer:

Rodda and Whitehead Construction are pleased to submit below the Not to Exceed price for Structural Demolition for the Chain of Lakes Park Phase II project. This price includes Structural Demolition, Asbestos Abatement, General Conditions, CM Fee, and a 10% owner's contingency amount.

Due to the project schedule, we are asking for approval of this Not to Exceed budget at this time. We are currently soliciting subcontractor pricing for this work, and will present all bids once they are received. We will not commence work until we are issued a Notice to Proceed by the City.

Amount of the Demolition Not to Exceed Price	*$1,200,000.00*

Should you have any questions, please feel free to give us a call.

Sincerely,

J. Jason Rodda
President- Rodda Construction

DATE: February 6, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Resolution R-24-11 adopting a Municipal Securities Post-Issuance Disclosure Policy

BACKGROUND

The Securities and Exchange Commission (SEC) Rule 15c2-12 requires dealers, when underwriting certain types of municipal securities, to ensure that the state or local government issuing the bonds enters into an agreement to provide certain information to the Municipal Securities Rulemaking Board (MSRB) about the securities on an ongoing basis. These disclosures are made available to investors and the public on the MSRB's Electronic Municipal Market Access (EMMA®) website.

The City of Winter Haven, is required to provide post-issuance reporting on bonds to comply with these federal securities requirements. The reporting period applies from the date the bonds are issued until the date the bonds, or any refunding bonds, are no longer outstanding. The post-issuance disclosure documents and related information include annual financial statements, operating data, and event notices. To ensure reporting compliance, timely filings, and proof of transmission of filings, the City contracted with Digital Assurance Certification, LLC (DAC) to submit the appropriate documents.

Both DAC and the Government Finance Officers Association (GFOA) recommend that issuers of bonds or other debt obligations develop and adopt a formal, written post-issuance compliance policy to assist in meeting compliance requirements. The attached "Municipal Securities Post Issuance Disclosure Policy" has been developed to affirm the City's commitment to provide timely and accurate information in accordance with SEC Rule 15c2-12.

FINANCIAL IMPACT

There is no financial impact associated with the adoption Resolution R-24-11

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-11.

ATTACHMENTS

- Resolution R-24-11
- City of Winter Haven, Florida Municipal Securities Post-Issuance Disclosure Policy

RESOLUTION R-24-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, ADOPTING A MUNCIPAL SECURITIES POST-ISSUANCE DISCLOSURE POLICY, THAT PROMOTES COMPLIANCE WITH THE SECURITIES AND EXCHANGE COMMISSION (SEC) RULE 15c2-12; PROVIDING FOR REPEAL OF ALL CONFLICTING RESOLUTIONS, SEVERABILITY AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Securities and Exchange Commission (SEC) Rule 15c2-12 requires dealers, when underwriting certain types of municipal securities, to ensure that the state or local government issuing the bonds enters into an agreement to provide certain information to the Municipal Securities Rulemaking Board (MSRB) about the securities on an ongoing basis; and

WHEREAS, the City of Winter Haven has debt obligations requiring post issuance disclosures as required by SEC Rule 15c2-12; and

WHEREAS, the City contracted with Digital Assurance Certification, LLC (DAC) to provide the required disclosure reports directed by the MSRB; and

WHEREAS, DAC and the Government Finance Officers Association (GFOA) recommend the City adopt a formal, written post-issuance compliance policy; and

WHEREAS, the City seeks to establish a comprehensive post-issuance disclosure policy to provide relevant information to bondholders, investors, and the public and ensure compliance with the MSRB; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA AS FOLLOWS:

1. The foregoing findings are incorporated herein by reference and made a part hereof.

2. The City of Winter Haven adopts the “Municipal Securities Post-Issuance Disclosure Policy” attached hereto as Exhibit “A” and incorporated herein by reference and hereby directs the City Manager or designee to implement said Policy.
3. If any section or portion of a section of this Resolution and/or Exhibit "A” proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution and/or the Policy established herein. If for any reason any part of this Resolution and/or Exhibit “A” is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution and/or the Policy established herein shall remain in full force and effect.
4. All Resolutions or parts of Resolutions, in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.
5. The administrative correction of typographical and/or scrivener’s errors in this Resolution and/or Exhibit “A” which do not affect the intent may be authorized by the City Manager or his designee, without the need of consideration by the City Commission of the City, by filing a corrected copy of same with the City Clerk
6. This Resolution and the Policy established herein shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 26th day of February, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
Mayor–Commissioner

ATTEST:

_____

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

Municipal Securities Post-Issuance Disclosure Policy

City of Winter Haven, Florida

451 Third Street NW
Winter Haven, FL 33883

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Appendix A

Continuing Disclosure Agreements and Requirements.

Appendix B

CUSIPs

Appendix C

Spreadsheet of Inventory of Financial Obligations Not Reportable on EMMA

Appendix D

Digital Assurance Certification ("DAC") No Action Letter from the Securities and Exchange Commission

A. Purpose

The City of Winter Haven, Florida (the "City") is committed to providing timely and consistent dissemination of financial information in accordance with the City's obligations under its continuing disclosure undertakings entered into by the City in order for the underwriters to comply with its obligations under Securities and Exchange Commission ("SEC") Rule 15c2-12 (the "Rule").

This policy affirms the City's commitment to post-issuance disclosure as required by its continuing disclosure undertakings. The goal is to establish and maintain guidelines for presenting related financial reports, documents and events to and the extent required by the City's continuing disclosure undertakings.

B. Scope

This policy covers disclosure documents filed with the SEC and the Municipal Rulemaking Board's Electronic Municipal Market Access service ("EMMA"), statements made in the City's Audited Financial Statements and in any unaudited interim reports, as well as public statements made by authorized City officials.

C. Responsibility of the Disclosure Working Group

The City has established a Disclosure Working Group ("DWG") consisting of the City's Chief Financial Officer or designee and Finance Staff. The DWG has approved this written policy and will undertake periodic training regarding continuing disclosure obligations to effect compliance with the applicable federal securities laws in connection with its continuing disclosure obligations. In connection with each continuing disclosure filing required by the City's continuing disclosure undertakings; the DWG will review the filings to determine compliance with the City continuing disclosure obligations. The DWG will review events that affect the City and discuss with its Disclosure Counsel whether any additional filing, updating or correcting of continuing disclosure filings are required and if so determined to be required it shall notify its dissemination agent and others, as and when appropriate.

The City's official primarily responsible for the City's financial information, debt and financings, and other financial reports and events is the City's Chief Financial Officer (the "Disclosure Representative"). The Disclosure Representative shall be responsible for ensuring compliance by the City with its continuing disclosure policies and procedures and shall be responsible for implementing and maintaining a record (including attendance) of related training. Others within the City may, from time to time, be designated by the Disclosure Representative as spokespersons on behalf of the City and respond to specific inquiries. It is essential that the DWG be fully apprised of all material

developments of the City in order to evaluate, discuss those events and determine the appropriateness and timing for release. The Disclosure Representative may consult with and rely on advice of the City Attorney and its Disclosure Counsel in making any determinations regarding any filings.

The Disclosure Representative or its designated agent will provide continuing disclosure documents and related information to EMMA or successor system, as appropriate. The continuing disclosure documents, which include annual financial statements, operating data of the City (and any obligated persons, where applicable) and event notices, will be posted to the EMMA website by the City's Disclosure Dissemination Agent, Digital Assurance Certification, LLC ("DAC"), or its successor.

D. Continuing Disclosure Agreements and Requirements

Appendix A contains the Continuing Disclosure Agreements and the disclosure requirements for the public debt issues which are subject to the Rule. The CUSIP numbers for each of these public debt issues are attached as Appendix B. For a current list of the City's material financial obligations, please see Appendix C. "Financial obligation" as used in this policy is defined in the Rule as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii), but does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

E. Event Notice Requirements

1A. For any public debt issues (subject to its continuing disclosure undertaking entered into pursuant to SEC Rule 15c2-12) issued on or after December 1, 2010, the following events would need to be provided to the City's Disclosure Dissemination Agent, for further filing with EMMA, *within ten (10) business days of their occurrence*.

Unless otherwise specified, the Disclosure Representative will be responsible for monitoring the occurrence of these events and notifying the Dissemination Agent of the occurrence of an event that requires a filing with EMMA:

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulty
- Unscheduled draws on credit enhancements reflecting financial difficulty

- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices of determination with respect to the tax status of the security or other material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material, and tender offers
- Defeasances
- Release, substitution, or sale of property securing repayment of the securities, if material
- Rating changes
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material
- Appointment of a successor or additional trustee or the change of name of a trustee, if material

1B. For any public debt issues (subject to its continuing disclosure undertaking entered into pursuant to SEC Rule 15c2-12) issued on or after February 27, 2019, the following additional events 15 and 16 would need to be provided to the City's Disclosure Dissemination Agent, for further filing with the EMMA, *within ten (10) business days of their occurrence*.

- Incurrence of a financial obligation of the City (and any obligated person, where applicable), if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation the City (and any obligated person, where applicable), any of which affect security holders, if material; and
- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City (and any obligated person, where applicable), any of which reflect financial difficulties.

2. For any debt issues (subject to its continuing disclosure undertaking entered into pursuant to SEC Rule 15c2-12) issued prior to December 1, 2010, the following

events, *if determined to be material*, would need to be provided to the City's Disclosure Dissemination Agent, for further filing with EMMA, "in a timely manner."

Unless otherwise specified, the Disclosure Representative will be responsible for monitoring the occurrence of these events, determining their materiality upon advice of the DWG, and notifying the Dissemination Agent of the occurrence of an event for further filing with EMMA:

- Principal and interest payment delinquencies
- Non-payment related defaults
- Unscheduled draws on debt service reserves reflecting financial difficulty
- Unscheduled draws on credit enhancements reflecting financial difficulty
- Substitution of credit or liquidity providers, or their failure to perform
- Adverse tax opinions, or events affecting the tax-exempt status of the security
- Modifications to rights of security holders
- Bond calls
- Defeasances
- Release, substitution, or sale of property securing repayment of the securities; and
- Rating changes

3. In addition, the Disclosure Representative will be responsible for providing notice, in a timely manner, of a failure to provide any of the City's required annual financial information by the date specified in the continuing disclosure undertaking.

F. Voluntary Disclosure Requirements

In addition to preparing annual reports and event notices, the City may wish to keep investors informed by providing information that is not required to be provided under its continuing disclosure undertakings. Examples of such types of information are investments, interim financial information, capital improvement plans, fund balance policies, etc. and financial forecasts.

Because providing this information is voluntary, the Disclosure Representative will monitor for events which may affect the City, so that a determination can be made if the event should be disclosed.

The below list is comprised of events and financial disclosure which the MSRB has suggested issuers may wish to voluntarily disclose. Some of these are not applicable to

the City's public debt issues and financial obligations, but the DWG may in its discretion consider providing some of these to the City's Disclosure Dissemination Agent for further filing with EMMA:

1. "amendment to continuing disclosure undertaking;"
2. "change in obligated person;"
3. "notice to investors pursuant to bond documents;"
4. "certain communications from the Internal Revenue Service;"
5. "secondary market purchases;"
6. "bid for auction rate or other securities;"
7. "capital or other financing plan;"
8. "litigation/enforcement action;"
9. "change of tender agent, remarketing agent, or other on-going party;"
10. "other event-based disclosures;"
11. "quarterly/monthly financial information;"
12. "change in fiscal year/timing of annual disclosure;"
13. "change in accounting standard;"
14. "interim/additional financial information/operating data;"
15. "budget;"
16. "investment/debt/financial policy;"
17. "information provided to rating agency, credit/liquidity provider or other third party;"
18. "consultant reports;" and
19. "other financial/operating data."

Also, if the City maintains an "Investor Relations" website, or routinely posts City member packages, including interim financial information, capital improvement plans, etc. on its

website, the City's Disclosure Representative should review and, in some cases, the DWG should "reissue" the posted material with an explanatory note (e.g., the interim financial information is presented on a cash, as opposed to accrual basis).

G. Third Party Information/Quarterly Disclosure Requirements

Currently, the City is not required to file interim financial information. In the future, if such filings are required in continuing disclosure undertakings, the City's Disclosure Representative will notify the Disclosure Dissemination Agent for assistance when these filings become necessary.

H. Coordinating Continuing Disclosure with Primary Disclosure

It is expected that the DWG will be responsible for collecting and reviewing information set forth in official statements prepared in connection with new public issue bond offerings.

I. Website Disclosure

It is expected that the City will be responsible for monitoring website content and reviewing the information set forth on such website. Appropriate "disclaimer" language on the website will be considered in order to educate the viewer regarding information intended for investors can be found and the investor's acknowledgement of the limitations of such reliance. Coordination between the DWG and City officials will occur before the release of any public statements about any financial condition of the City.

J. Training for Employees and Issuer Officials

For City officials, compliance with federal securities law should be considered as important as compliance with local public meetings and records laws. To further this goal, the Disclosure Representative shall periodically review, of the continuing disclosure policies of the City; which all members of the DWG and additional invited officials and employees may attend. Furthermore, the members of the DWG and such invited officials and employees are expected to attend training sessions, at least annually, called by the Disclosure Representative.

DAC offers CPE credit annually on topics related to municipal securities, in which the City's employees and officials may participate. Updated schedules of webinars are available on www.dacbond.com.

Applicable policies and procedures will be updated by the City to reflect required changes on an as-needed basis.

K. Disclosure Dissemination Agent

The SEC has recognized Digital Assurance Certification as a source of information that may be relied on with the issuance of a "No Action" Letter. A copy of this SEC letter is posted to DAC's website at www.dacbond.com and is included as Appendix D.

L. Effective Date

This Policy shall become effective immediately.

Appendix A

Continuing Disclosure Agreements and Requirements

Winter Haven, City of, FL (FL)

1 City of Winter Haven, Florida, Non-Ad Valorem Revenue Bonds, Series 2023, $24,235,000, Dated: December 14, 2023
2 City of Winter Haven, Florida, Non-Ad Valorem Revenue Bonds, Series 2021C, $17,245,000, Dated: November 17, 2021
3 City of Winter Haven, Florida, Taxable Non-Ad Valorem Revenue Bonds, Series 2021B, $4,390,000, Dated: November 17, 2021
4 City of Winter Haven, Florida, Non-Ad Valorem Refunding Revenue Bond, Series 2021, $10,055,000, Dated: March 30, 2021 Bank Loan, NAR
5 City of Winter Haven, Florida, Non-Ad Valorem Revenue Bond, Series 2017, $25,000,000, Dated: August 14, 2017 Bank Loan, NAR
6 City of Winter Haven, Florida, Non-Ad Valorem Refunding Revenue Bonds, Series 2015A, $13,205,000, Dated: February 25, 2015
7 City of Winter Haven, Florida, Utility System Refunding Revenue Bonds, Series 2015, $26,070,000, Dated: February 25, 2015
8 City of Winter Haven, Florida, Sales Tax Refunding Revenue Bond, Series 2011, $6,405,000, Dated: September 20, 2017 Bank Loan, NAR, Events Required
9 City of Winter Haven, Florida Utility System Refunding Revenue Bond, Series 2010, $20,925,000, Dated: October 6, 2010 Bank Loan, NAR

Series 2023, 2021C, 2021B, 2015A

City of Winter Haven, Florida Legally Available Non-Ad Valorem Revenues

	2019	2020	2021	2022	2023
TAXES:					
Public Service Tax	$	$	$	$	$
Local Communications Service Tax					
Local Business Tax					
Total Taxes:	$	$	$	$	$
INTERGOVERNMENTAL:					
State Revenue Sharing					
Half-Cent Sales Tax					
Other					
Total Intergovernmental:					
PERMITS AND FEES:					
Franchise Fees					
Total Permits and Fees:					
CHARGES FOR SERVICES:					
Recreation					
Administrative Charges					
FDOT Road/Traffic Maint.					
Total Charges for Services:					
MISCELLANEOUS:					
Fines and Forfeitures					
Interest Income					
Other					
Total Miscellaneous:					
INTERFUND TRANSFERS					
Transfers from Utility System					
Fire Hydrant Services Provided by City for Utility System					
Transfers from Solid Waste Sytem					
Transfers from Other Funds					
Transfers from CRA Districts					
Total Interfund Transfers:					
Total Available Non-Ad Valorem Revenues on Deposit in the General Fund	$	$	$	$	$
Debt Service on Debt Secured by Pledge of Specific Available Non-Ad Valorem Revenues:	$	$	$	$	$
Net Legally Available Non-Ad Valorem Revenues on Deposit in the General Fund	$	$	$	$	$

Series 2015

Permitted and Actual Raw Water Withdrawal

	Average Daily Withdrawal Gallons		Maximum Daily Withdrawal Gallons	
Calendar Year	Permitted	Actual	Permitted	Actual
2019				
2020				
2021				
2022				
2023				

Series 2015

Ten Largest Customers

Fiscal Year Ended September 30, 2023

	Name	No. of Accounts	Water Consumption/Sewer	Percent of Total
1				%
2				%
3				%
4				%
5				%
6				%
7				%
8				%
9				%
10				%
	TOTAL			%

Series 2015

Water, Sewer and Reuse Water Rates per EMC

Schedule of Standard Rates for Water and Sewer Service
Inside City Rates Effective _____

Administration Charge per Bill _____

Single Family Residential (SFR)	Meter Size 3/4"	Meter Size 1"	Meter Size 1 1/2"	Meter Size 2"	Meter Size 3"	Meter Size 4"	Meter Size 6"	Meter Size 8"	Meter Size 10"
SFR Water Base Charge									
SFR Water Usage Charge									
0-5,000 gallons									
5,001-10,000 gallons									
10,001-15,000 gallons									
Above 15,000 gallons									
SFR Sewer Base Charge									
SFR Usage Charge Per 1,000 gallons									
SFR Irrigation Base Charge									
SFR Irrigation Usage Charge									
0-5,000 gallons									
5,001-10,000 gallons									
10,001-15,000 gallons									
Above 15,000 gallons									
Multi-Family & Commercial (M-F/C)									
M-F/C Water Base Charge									
M-F/C Usage Chg. (Caps @ 14,000 gal.)									
M-F/C Irrigation Base Charge									
M-F/C Irrigation Usage Charge									
0-5,000 gallons									
5,001-10,000 gallons									
10,001-15,000 gallons									
Above 15,000 gallons									
Municipal / Enterprise (M/ENT)									
M/ENT Water Base Charge									
M/ENT Water Usage Charge (per 1,000 gals)									
M/ENT Sewer Base Charge									
M/ENT Sewer Usage Chrg. (per 1,000 gals)									
M/ENT Irrigation Base Charge									
M/ENT Irrigation Usage Chrg. (per 1,000 gals)									

Circumstantial Wastewater Customers

Sewer Base Charge per EMC _____

Sewer Usage per 1,000 gal. _____

Schedule of Standard Rates for Water and Sewer Service
Outside City Rates Effective _____

		Meter Size 3/4"	Meter Size 1"	Meter Size 1 1/2"	Meter Size 2"	Meter Size 3"	Meter Size 4"	Meter Size 6"	Meter Size 8"	Meter Size 10"
Administration Charge per Bill										
Single Family Residential (SFR)										
SFR Water Base Charge										
SFR Water Usage Charge										
0-5,000 gallons										
5,001-10,000 gallons										
10,001-15,000 gallons										
Above 15,000 gallons										
SFR Sewer Base Charge										
SFR Usage Charge Per 1,000 gallons										
SFR Irrigation Base Charge										
SFR Irrigation Usage Charge										
0-5,000 gallons										
5,001-10,000 gallons										
10,001-15,000 gallons										
Above 15,000 gallons										
Multi-Family & Commercial (M-F/C)										
M-F/C Water Base Charge										
M-F/C Usage Chgarge										
0-5,000 gallons										
5,001-10,000 gallons										
10,001-15,000 gallons										
Above 15,000 gallons										
M-F/C Sewer Base Charge										
M-F/C Sewer Usage Charge										
M-F/C Irrigation Base Charge										
M-F/C Irrigation Usage Charge										
0-5,000 gallons										
5,001-10,000 gallons										
10,001-15,000 gallons										
Above 15,000 gallons										
Municipal / Enterprise (M/ENT)										
M/ENT Water Base Charge										
M/ENT Water Usage Charge (per 1,000 gals)										
M/ENT Sewer Base Charge										
M/ENT Sewer Usage Chrg. (per 1,000 gals)										
M/ENT Irrigation Base Charge										
M/ENT Irrigation Usage Chrg. (per 1,000 gals)										
Circumstantial Wastewater Customers										
Sewer Base Charge per EMC										
Sewer Usage per 1,000 gal.										

Schedule of Standard Rates for General Reuse Service
Inside/Outside City Rates Effective _____

Single Family, Multi-Family & Commercial

Reuse Water usage per 1,000
Reuse Water Base Charge per EIC* (price equals 1 EIC)

*One EIC is defined as the **Greater** of:
A. One Single Family Lot of 15,000 Square Feet or Less;
B. 500 Gallons per Day of Required Reuse Service; or
C. 5,600 Square Feet of Area to be irrigated.

To calculate the number of IECs to charge per property, determine the **Greater** of A, B, or C from above. Then multiply the number of EICs determined by the Base Charge per EIC.

A: Lot size per sf:	# of EICs	B: Monthly Usage	# of EICs	C: SQ FT Irrigated	# of EICs
0-15,000	1	0-15,000	1	0-15,000	1
15,001-30,000	2	15,001-30,000	2	15,001-30,000	2
30,000-45,000	3	30,000-45,000	3	30,000-45,000	3
45,001-60,000	4	45,001-60,000	4	45,001-60,000	4
60,001-75,000	5	60,001-75,000	5	60,001-75,000	5
75,001-90,000	6	75,001-90,000	6	75,001-90,000	6
90,001-105,000	7	90,001-105,000	7	90,001-105,000	7
105,001-120,000	8	105,001-120,000	8	105,001-120,000	8

*One Acre = 43,560 sq ft
Lot size ÷ 15,000 = # of EICs | Daily Usage ÷ 500 = # of EICs | SQ FT IRR ÷ 5,600 = # of EICs

Single Family, Multi-Family & Commercial **OUTSIDE CITY LIMITS**

Reuse Water usage per 1,000
Reuse Water Base Charge per EIC* (price equals 1 EIC) _____

*One EIC is defined as the Greater of:
A. One Single Family Lot of 15,000 Square Feet or Less;
B. 500 Gallons per Day of Required Reuse Service; or
C. 5,600 Square Feet of Area to be irrigated.

To calculate the number of IECs to charge per property, determine the Greater of A, B, or C from above. Then multiply the number of EICs determined by the Base Charge per EIC.

A: Lot size per sf:	# of EICs	B: Monthly Usage	# of EICs	C: SQ FT Irrigated	# of EICs
0-15,000	1	0-15,000	1	0-15,000	1
15,001-30,000	2	15,001-30,000	2	15,001-30,000	2
30,000-45,000	3	30,000-45,000	3	30,000-45,000	3
45,001-60,000	4	45,001-60,000	4	45,001-60,000	4
60,001-75,000	5	60,001-75,000	5	60,001-75,000	5
75,001-90,000	6	75,001-90,000	6	75,001-90,000	6
90,001-105,000	7	90,001-105,000	7	90,001-105,000	7
105,001-120,000	8	105,001-120,000	8	105,001-120,000	8

*One Acre = 43,560 sq ft
Lot size ÷ 15,000 = # of EICs | Daily Usage ÷ 500 = # of EICs | SQ FT IRR ÷ 5,600 = # of EICs

MISCELLANEOUS CHARGES - RATE EFFECTIVE _____

	Inside	Outside
Water Meter Installation		
3/4" Meter		
1.0" Meter		
1.5" Meter		
2.0" Meter		
Larger than 2.0" Meter (cost as determined by Utility Director & Must be approved by City Manager.)		
Irrigation/Domestic Meter (installed at the same time)		
3/4" Meter		
1.0" Meter		
1.5" Meter		
2.0" Meter		
Temporary/Construction/Hydrant Meter		
Administrative and Hook-Up Fee		
Deposits: Meter & Consumption		
Total Cost		
Utility Impact Fees:		
Water (ERU = 350 gallons per day)		
Sewer (ERU = 275 gallons per day)		
Water Service Extension:	Cost determined by Utility Director + 25%	
Sewer Service Extension:	Cost determined by Utility Director + 25%	
Water Line Sampling		
Line/Lateral Location (Water or Wastewater)		
Meter Testing (Bench Test)		
Meter Box Upgrade (Traffic Bearing)		
Sewer Inspection		
Lien Search Fee		
New Account / Initial Turn On		
Irrigation Turn On		
New Service Garbage Only		
Transfer of Account		
15 Day Temporary Service		
Unauthorized Connections/Tampering		
Delinquent Account Reactivation and Turn On		
Delinquent Payment Penalty (Late Fee)		
Fire Service Charges:		
Sprinkler System - Small		
Sprinkler System - Large		
Stand Pipe System		
Fire Sprinkler Standpipe System		
Fire Hydrant		
Special Vacation Bill Amounts:		
Water ONLY		
Water and Sewer / Wastewater		
Water, Sewer / Wastewater and Irrigation		
Garbage ONLY		
UTILITY ACCOUNT DEPOSITS:		
Residential - Inside / Outside		
Water, Sewer & Garbage		
Water Only		
Garbage Only		
Commercial - Inside / Outside		
Minimum Deposit		
Builder Deposit		
Deposits equals average of 2 1/2 highest month		

Surety Bonds

Residential - ____ open accounts $_____

Commercial - Surety Bond equals same calculation a commercial deposit 2 1/2 highest month

Temporary Service (Inside or Outside) _____

Series 2015

Historical Pledged Revenues, Expenses and Debt Service Coverage

Fiscal Year Ending, September 30,

	2019	2020	2021	2022	2023
Gross Revenues:					
Operating Revenues	$	$	$	$	$
Other Revenues					
Total Gross Revenues					
Total Cost of Operation and Maintenance	$	$	$	$	$
Net Revenues	$	$	$	$	$
Debt Service	$	$	$	$	$
Net Revenue Coverage of Debt Service	x	x	x	x	x
Alternative Coverage Test No.1	x	x	x	x	x
Water System Development Charges	$	$	$	$	$
Sewer System Development Charges	$	$	$	$	$
Total Pledged Revenues	$	$	$	$	$
Pledge Revenue Coverage of Debt Service	x	x	x	x	x
Alternative Coverage Test No.2	x	x	x	x	x

Appendix B

CUSIPs

CUSIPs for P&P

	Series	Dated Date	Maturity Date	CUSIP	Par
1	2023	12/14/2023	10/01/2024	975820BQ3	600000
2	2023	12/14/2023	10/01/2043	975820CK5	1800000
3	2023	12/14/2023	10/01/2026	975820BS9	820000
4	2023	12/14/2023	10/01/2027	975820BT7	860000
5	2023	12/14/2023	10/01/2028	975820BU4	910000
6	2023	12/14/2023	10/01/2029	975820BV2	940000
7	2023	12/14/2023	10/01/2030	975820BW0	990000
8	2023	12/14/2023	10/01/2031	975820BX8	1040000
9	2023	12/14/2023	10/01/2032	975820BY6	1100000
10	2023	12/14/2023	10/01/2033	975820BZ3	1150000
11	2023	12/14/2023	10/01/2034	975820CA7	1210000
12	2023	12/14/2023	10/01/2035	975820CB5	1270000
13	2023	12/14/2023	10/01/2036	975820CC3	1330000
14	2023	12/14/2023	10/01/2037	975820CD1	1400000
15	2023	12/14/2023	10/01/2038	975820CE9	1475000
16	2023	12/14/2023	10/01/2039	975820CF6	1540000
17	2023	12/14/2023	10/01/2040	975820CG4	1610000
18	2023	12/14/2023	10/01/2041	975820CH2	1670000
19	2023	12/14/2023	10/01/2042	975820CJ8	1740000
20	2023	12/14/2023	10/01/2025	975820BR1	780000
21	2021B	11/17/2021	10/01/2022	975820AT8	685000
22	2021B	11/17/2021	10/01/2023	975820AU5	810000
23	2021B	11/17/2021	10/01/2024	975820AV3	835000
24	2021B	11/17/2021	10/01/2025	975820AW1	855000
25	2021B	11/17/2021	10/01/2026	975820AX9	875000
26	2021B	11/17/2021	10/01/2027	975820AY7	330000
27	2021C	11/17/2021	10/01/2027	975820AZ4	570000
28	2021C	11/17/2021	10/01/2028	975820BA8	930000
29	2021C	11/17/2021	10/01/2029	975820BB6	980000
30	2021C	11/17/2021	10/01/2030	975820BC4	1025000
31	2021C	11/17/2021	10/01/2031	975820BD2	1080000
32	2021C	11/17/2021	10/01/2032	975820BE0	1130000
33	2021C	11/17/2021	10/01/2040	975820BN0	1365000
34	2021C	11/17/2021	10/01/2034	975820BG5	1200000
35	2021C	11/17/2021	10/01/2037	975820BK6	1275000
36	2021C	11/17/2021	10/01/2038	975820BL4	1305000
37	2021C	11/17/2021	10/01/2039	975820BM2	1335000
38	2021C	11/17/2021	10/01/2036	975820BJ9	2475000

39	2021C	11/17/2021	10/01/2041	975820BP5	1400000
40	2021C	11/17/2021	10/01/2033	975820BF7	1175000
41	2015	02/25/2015	10/01/2035	975840BU2	3690000
42	2015	02/25/2015	10/01/2034	975840BT5	3585000
43	2015	02/25/2015	10/01/2033	975840BS7	3480000
44	2015	02/25/2015	10/01/2032	975840BR9	3375000
45	2015	02/25/2015	10/01/2031	975840BQ1	3275000
46	2015	02/25/2015	10/01/2030	975840BP3	3185000
47	2015	02/25/2015	10/01/2029	975840BN8	3090000
48	2015	02/25/2015	10/01/2020	975840BM0	495000
49	2015	02/25/2015	10/01/2019	975840BL2	485000
50	2015	02/25/2015	10/01/2018	975840BK4	480000
51	2015	02/25/2015	10/01/2016	975840BH1	460000
52	2015	02/25/2015	10/01/2017	975840BJ7	470000
53	2015A	02/25/2015	10/01/2030	975820AQ4	955000
54	2015A	02/25/2015	10/01/2029	975820AP6	930000
55	2015A	02/25/2015	10/01/2032	975820AS0	0
56	2015A	02/25/2015	10/01/2028	975820AN1	905000
57	2015A	02/25/2015	10/01/2027	975820AM3	870000
58	2015A	02/25/2015	10/01/2026	975820AL5	0
59	2015A	02/25/2015	10/01/2025	975820AK7	825000
60	2015A	02/25/2015	10/01/2024	975820AJ0	800000
61	2015A	02/25/2015	10/01/2023	975820AH4	775000
62	2015A	02/25/2015	10/01/2022	975820AG6	750000
63	2015A	02/25/2015	10/01/2021	975820AF8	0
64	2015A	02/25/2015	10/01/2020	975820AE1	0
65	2015A	02/25/2015	10/01/2019	975820AD3	685000
66	2015A	02/25/2015	10/01/2018	975820AC5	655000
67	2015A	02/25/2015	10/01/2017	975820AB7	650000
68	2015A	02/25/2015	10/01/2016	975820AA9	0
69	2015A	02/25/2015	10/01/2031	975820AR2	990000

Appendix C

Financial Obligations

DAC Bond

Please complete one form per Financial Obligation and return to your Client Service Manager.

Obligated Party:	
Obligation Name:	
Debt Type:	
Amount:	
Date of Incurrence:	
Maturity Date:	
Term:	
Rate Type:	
Default Rate	
Security/Collateral	
Source of Payment Priority	
Obligated Party (Total Entries)	
Obligated Party (Total Amount)	

Do you have written policies and procedures for complying with rule 15c2-12?	

Debt Manager/Person Completing this Document	
Debt Manager/Person Responsible for Maintaining Document	
Members of Internal Debt Disclosure Board	
Bond Counsel:	
Disclosure Counsel:	
Municipal Advisor:	
Purpose/Description:	

Additional Notes	
Total # of Covenants	

Material Terms and Covenants		
#	Name/Type	Description

Appendix D

Digital Assurance Certification

Securities and Exchange Commission

No Action Letter

Dated: September 21, 2001



DIVISION OF
MARKET REGULATION

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

September 21, 2001

Monty Humble, Esq.
Vinson & Elkins LLP
3700 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201-7700

Re: Digital Assurance Certification L.L.C.

Based on your representations and the facts presented in your letter dated September 7, 2001 (the "Request"), the Division of Market Regulation will not recommend any enforcement action to the Commission against any broker, dealer, or municipal securities dealer (each, a "dealer") for violation of Subsection (c) of Rule 15c2-12 of the Securities Exchange Act of 1934 because the dealer uses the DAC Database as its source of Information in the procedures it establishes in order to have reasonable assurance that it will receive prompt notice of any event disclosed pursuant to paragraph (b)(5)(i)(C), paragraph (b)(5)(i)(D), and paragraph (d)(2)(ii)(B) of Rule 15c2-12 for DAC Bonds.

For purposes of this letter, the "DAC Database" is an Internet-accessible database maintained by Digital Assurance Certification L.L.C. ("DAC") and a municipal security included in the DAC Database is a "DAC Bond." "Information" refers to the Annual Financial Information, Audited Financial Statements, Notice Event notices, and Voluntary Reports, as such terms are used in the Request.

In reaching this position, we note in particular that:

1. Pursuant to a Continuing Disclosure Agreement for a DAC Bond, the issuer or obligated person will name DAC as its exclusive dissemination agent. The issuer or obligated person will agree to provide DAC with the Annual Financial Information and Audited Financial Statements (certified by a designated representative of the issuer or obligated party) by deadlines described in the Agreement and with all Notice Events notices and Voluntary Reports (each certified by a designated representative of the issuer or obligated party) for filing with nationally recognized municipal securities information repositories, state information depositories and/or the Municipal Securities Rulemaking Board (collectively, "Repositories") as required by Rule 15c2-12. DAC will agree to make such filings promptly upon its receipt of the Information.

2. DAC will be irrevocably instructed by the issuer or obligated person to file Notice Event notices of failure to file annual financial information with the appropriate Repositories at the times and under the circumstances which you have described in the Request.

3. Information in the DAC Database, including Notice Event notices, will be identical to the information DAC files with the Repositories.

4. Whenever DAC enters into a Continuing Disclosure Agreement with respect to an issue of municipal securities that is already outstanding, it will use its best efforts to obtain all Information with respect to that issue from the Repositories and include that Information in the DAC Database.

This no-action position is expressly conditioned on the current and continuing accuracy of the facts and representations contained in the Request; any different facts or conditions might require a different response. This position is based on current laws, rules, and regulations governing participants in, and the markets for, municipal securities. Any changes in such laws, rules, or regulations may supersede this no-action position or require the Division to reevaluate its position. In addition, DAC shall advise the Division of any material change in its standard form of Continuing Disclosure Agreement or the operations and procedures described in the Request, and, if possible, shall provide such information 30 days prior to any contemplated change, to enable the Division to reevaluate this no-action position in light of such change.

This no-action position is subject to modification or revocation at any time the Division determines that such action is necessary or appropriate. The Division may, from time to time, request that DAC provide it with additional information concerning the DAC Database and the DAC System referred to in the Request.

The position expressed herein is the Division's position on enforcement action only; it does not represent a legal conclusion on the question presented.

Sincerely,

Martha Haines

Martha Mahan Haines, Chief
Office of Municipal Securities

Digital Assurance Certification ("DAC") Securities and Exchange Commission No Action Letter

DATE: February 14, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Resolution R-24-16 - Appointment of an Affordable Housing Advisory Committee (AHAC) Member

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BACKGROUND

Section III-302 of the Winter Haven Affordable Housing Advisory Committee By-Laws states, "Members of the AHAC shall be chosen by the Winter Haven City Commissioners from a list of applicants compiled from citywide solicitation for members, including recommendations from the AHAC."

Section III-303 of the Winter Haven Affordable Housing Advisory Committee By-Laws states, "Members shall be appointed for 2-year terms. Terms shall begin on January 1 and end on December 31. There are no limits on the number of subsequent terms that may be served."

The Affordable Housing Advisory Committee convened a quorum of members on February 13, 2024 and unanimously recommended Duy Nguyen to serve on the Affordable Housing Advisory Committee in the following category:

- A citizen who is actively engaged as a for-profit provider of affordable housing.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-16, appointing Duy Nguyen to the Affordable Housing Advisory Committee for a term commencing January 1, 2024 and expiring December 31, 2025 and authorize the City Manager or his designee to take any further actions related thereto.

ATTACHMENT

- Resolution R-24-16

RESOLUTION R-24-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA; APPOINTING A MEMBER TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AFFIRMING THE TERM OF THE MEMBER OF THE AFFORDABLE HOUSING ADVISORY COMMITTEE NUNC PRO TUNC TO JANUARY 1, 2024; AND PROVIDING FOR SEVERABILITY, REPEAL OF CONFLICTING RESOLUTIONS; FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance O-17-14, an ordinance amending Ordinance O-93-11, was adopted and passed by the City of Winter Haven City Commission on March 13, 2017; and

WHEREAS, Ordinance O-17-14 requires the appointment of an Affordable Housing Advisory Committee consistent with Section 420.9076 of the Florida Statutes to be by Resolution of the City Commission; and

WHEREAS, a quorum of the Affordable Housing Advisory Committee met on February 13, 2024 and unanimously recommended appointment of Duy Nguyen to the Affordable Housing Advisory Committee; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The above recitals are incorporated herein as the factual basis for passage of this Resolution.

2. That the City Commission of the City of Winter Haven, Florida hereby appoints, nunc pro tunc to January 1, 2024, the following citizen to the Affordable Housing Advisory Committee:

Duy Nguyen - A citizen who is actively engaged as a for-profit provider of affordable housing

3. The aforementioned Affordable Housing Advisory Committee Member shall serve a two (2) year term commencing January 1, 2024 and expiring December 31, 2025.

4. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court

of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

5. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

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

7. This Resolution shall take effect immediately upon its passage and will remain in effect until repealed by the adoption of a subsequent resolution.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 26th day of February, 2024.

CITY OF WINTER HAVEN

_____
Nathaniel J. Birdsong Jr., Mayor

ATTEST:

_____
Vanessa Castillo, MMC, City Clerk

Approved as to form:

_____
Frederick J. Murphy, Jr., City Attorney

DATE: February 15, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: CJ Scott, Chief Financial Officer

SUBJECT: Ordinance O-24-11 Providing for Budget Transfers within a Fund for the Fiscal Year

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BACKGROUND

Per F.S. 166.241, the Commission may amend the budget any time within a fiscal year or within 60 days following the end of the fiscal year. Typically each year, a budget amendment and a budget transfer are presented to Commission to reflect unanticipated changes that occurred throughout the year.

Budget amendments are budget or appropriation requests that either increase or decrease the budgeted level of revenues and/or expenditures of a budgeted fund. Pursuant to Florida Statutes, budget amendments must be adopted in the same manner as the original budget; as such, budget amendments are approved by City Commission by ordinance.

Budget Transfers are re-allocated appropriations within a fund and do not change the original budget. Currently, budget transfers are presented as a Consent Agenda item within 60 days following the end of the fiscal year.

On June 29, 2017, the Charter Review Committee completed its review of the Charter of the City of Winter Haven. Per Ordinance O-17-53, the City Commission adopted the Charter Review Committee's recommendations with a series of amendments to the Charter. Section 39 of the Charter establishes the transfer of funds; allowing the City Commission "at any time, to authorize or ratify the transfer between departments or funds of the City any amount of revenue or any part of an unencumbered balance of an appropriation."

Per City Charter, the City Manager "may approve expenditure of appropriated funds on any budgeted item in the same office or department if the total appropriations to the office or department fund does not change."

To better manage budgetary controls, improve transparency, and enhance the budget process, staff is requesting budget transfers, within a fund, be approved at the administrative level (City Manager or designee) in a timely manner and ratified by City Commission at year-end.

This process will expedite the determination of available funds, allow staff to make the best use of limited resources, and enhance the budgeting process when developing next year's budget.

FINANCIAL IMPACT

There is no financial impact associated with the adoption O-24-11.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-11

ATTACHMENTS

Ordinance O-24-11

ORDINANCE NO. O-24-11

AN ORDINANCE RELATING TO FINANCE; IMPLEMENTING SECTIONS 39 AND 40 OF CHAPTER 73-660, LAWS OF FLORIDA, AS AMENDED; MAKING FINDINGS OF FACT AND ARTICULATING INTENT; ENACTING SECTION 17-150 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPROVE BUDGET TRANSFERS OF REVENUES AND ANY PARTS OR ALL OF THE UNENCUMBERED BALANCES OF APPROPRIATIONS WITHIN A FUND, SUBJECT TO CITY COMMISSION RATIFICATION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 73-660, Laws of Florida, as amended (the "Charter of the City of Winter Haven, Florida"), states in Section 39 that the "city manager may approve expenditure of appropriated funds on any budgeted item in the same office or department if the total appropriations to the office or department does not change" and that the "city commission may, at any time, authorize or ratify the transfer between departments or funds of the city any amount of revenue or any part of an unencumbered balance of an appropriation;" and

WHEREAS, the present text of Section 39 of the Charter of the City of Winter Haven was proposed by the Charter Review Committee of the City of Winter Haven ("Charter Review Committee") on June 29, 2017, adopted by the City Commission of the City of Winter Haven ("City Commission") on August 28, 2017 by Ordinance O-17-53, and was ratified by the electors of the City of Winter Haven on November 7, 2017 pursuant to the *Municipal Home Rule Powers Act*, Section 166.031, Florida Statutes; and

WHEREAS, in its report to the City Commission and the people of the City of Winter Haven, Florida, the Charter Review Committee articulated its "sense" that the text Section 39 of the Charter of the City of Winter Haven, as proposed should "provide flexibility to the City Manager and the City Finance Director in managing the City's appropriations once a measure is adopted …[,] strength[en] commission-manager government and bring[] the City Charter in line with the fiscal realities of managing a complex multi-million dollar organization"; *See Final Report of the Winter Haven Charter Review Committee* at 30 (Jun. 29, 2017); and

WHEREAS, the Charter Review Committee further indicated that the text of Section 39 of the Charter of the City of Winter Haven, as proposed, should permit the City Commission to authorize in advance, or ratify in arrears, "transfers" of both revenues received by the City and unspent appropriations within its reserved categories; *See Id.*; and

WHEREAS, the *Municipal Home Rule Powers Act*, Section 166.241(8) of the

Florida Statutes, permits "The governing body of each municipality" to amend its set of appropriations "for that year" by taking appropriate formal action such as a motion recorded in the minutes or the enactment of a formal budget amendment, depending on the circumstances, "at any time within a fiscal year or within 60 days following the end of the fiscal year"; and

WHEREAS, the City Commission has historically permitted justifiable deviations from the City's budget and set of appropriations to align the budget with actual expenditures incurred by City management in the course of municipal business by considering and adopting a consent agenda item for budget transfers and by considering and adopting an annual formal budget amendment for all other changes, both within 60 days of the end of each fiscal year; and

WHEREAS, the City Commission finds that the current changing economic environment in Polk County, the State of Florida, and the United States of America, impacts the City's budget, appropriations, and treasury balances in challenging ways presenting unique demands due to inflation and the rising costs for ordinary goods, transportation, and labor; and

WHEREAS, to improve municipal efficiency and responsiveness to changes in economic conditions, in the implementation of its authority under Section 39 of the Charter of the City of Winter Haven, the City Commission desires to give the City Manager authority to approve internal transfers of revenues and unencumbered appropriations within a fund of any kind and any amount, subject to City Commission ratification; and

WHEREAS, Section 40 of the Charter of the City of Winter Haven states, in part, that "No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditures of money be incurred, except pursuant to the appropriation made by the city commission"; and

WHEREAS, the *Municipal Home Rule Powers Act*, Section 166.241(2) of the Florida Statutes, states that a Florida municipality's "adopted budget" pursuant to Chapter 200 of the Florida Statutes "must regulate expenditures of the municipality, and an officer of a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget"; and

WHEREAS, since the total appropriations amount for a City fund does not change when internal transfers of revenues or unencumbered appropriations are made, in the implementation of its authority under Section 40 of the Charter of the City of Winter Haven, the City Commission designates that transfers of revenues and unencumbered appropriations made by the City Manager pursuant to this ordinance shall, for purposes of local and Florida law, constitute interim administrative appropriations of the City, subject to final approval and City Commission ratification; and

WHEREAS, the City Commission desires to enact a local law formalizing its implementation of the Charter of the City of Winter Haven granting the City Manager, or

the City Manager's lawful designee, the authority specified herein which, in the sense of the City Commission, should improve fiscal transparency, enhance the budget process, and simplify administrative budgetary control and oversight; **NOW THEREFORE:**

Be it enacted by the People of the City of Winter Haven:

Section 1. Incorporation of Recitals; Findings; Intent.

(a) The foregoing clauses and recitals to this Ordinance are incorporated herein by reference, found by the city commission to be true and correct, and found to form a sufficient factual basis for the adoption of this ordinance.

(b) This Ordinance implements Sections 39 and 40 of Chapter 73-660, Laws of Florida, as amended. It is the intent of the city commission that this Ordinance give the city manager, or the city manager's lawful designee, authority to administratively transfer revenues and unencumbered appropriations within a fund, subject to city commission ratification, and that such administratively transferred revenues and unencumbered appropriations be immediately available for municipal expenditure.

Section 2. Enactment of Section 17-150 of the Code of Ordinances.

Section 17-150 of the *Code of Ordinances of the City of Winter Haven, Florida* is enacted to read:

Sec. 17-150. - Budget transfer authority; effect.

(a) The city manager, or the city manager's lawful designee, may, at any time and in any amount, administratively transfer revenues or unencumbered appropriations within a fund, subject to ratification of the transfer by the city commission.

(b) Transferred revenues and unencumbered appropriations shall, for purposes of Section 40 of Chapter 73-660, Laws of Florida, as amended and F.S. 166.241, be considered interim administrative appropriations subject to the final approval of the city commission by ratification. Once approved by the city manager, or the city manager's lawful designee, interim administrative appropriations may be expended by the city and its officials at any time during the fiscal year in the same manner as budgeted appropriations.

Section 3. Conflicts.

All ordinances in conflict herewith are repealed to the extent necessary to give this Ordinance full force and effect.

Section 4. Severability.

The provisions of this Ordinance are severable. If any word, sentence, clause,

phrase or provision of this Ordinance for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 5. Codification; Administrative Correction of Scrivener's Errors.

It is the intent of the City Commission that the provisions of Section 2 of this Ordinance shall be codified and become and be made a part of the *Code of Ordinances of the City of Winter Haven, Florida*. Section 2 of this Ordinance, and the new language enacted therein, may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word at the Code codifier's discretion. The implementing sections of this Ordinance, Sections 1, 3, 4, 5 and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance. Regardless of whether such inclusion in such codes is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical or scrivener's errors in this Ordinance which do not affect the intent may be authorized by the City Manager or his or her designee, without need of consideration by the City Commission, by filing a corrected or recodified copy of same with the City Clerk.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its adoption.

INTRODUCED on first reading this 26th day of February, 2024.

PASSED on second reading this 11th day of March, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

DATE: February 7, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M. J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director
Sean Byers, Planning Manager

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-24-12: Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 3, Section 21-68, Fences, Walls, Berms, and Hedges, and Chapter 21, Article IX, Section 21-531, Definitions for the purpose of updating standards and definitions related to fences and walls.

BACKGROUND

Section 21-68 of the Winter Haven Code of Ordinances provides standards for fences, walls, berms, and hedges. Specifically, permitting requirements, maximum heights by zoning district, and maintenance requirements are addressed in Section 21-68. Since the adoption of this section in 2000, there have been six (6) minor amendments to update language and adjust some requirements. Due to this, the flow of this Section has been pieced together through amendments over the years. This proposed change will reorder and condense standards to allow for this Section to be more user friendly.

Additionally in recent months, there have been questions of whether all standards apply to walls as the Code references only fences in certain areas. While the definition of a fence in Section 21-531 includes a wall, this update will clearly state what applies to fences and walls. Additionally, maintenance requirements, a setback standard, and a definition for retaining walls is also being added.

NOTIFICATION

All notification requirements were met.

FINANCIAL IMPACT

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

This is an ordinance enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. In accordance with Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)), ordinances implementing Part II, Chapter 163, F.S. are exempt from providing Business Impact Estimates.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its February 6, 2024 regular meeting, voted unanimously to recommend approval of this request. No members of the public spoke.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-12.

ATTACHMENT

- Ordinance O-24-12

ORDINANCE NO. O-24-12

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, DIVISION 3, SECTION 21-68 AND CHAPTER 21, ARTICLE IX, SECTION 21-531 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA FOR THE PURPOSE OF AMENDING STANDARDS AND DEFINITIONS RELATED TO FENCES AND WALLS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposed amendment to the Winter Haven Land Development Code, has been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article II, Division 3, Section 21-68 and Chapter 21, Article IX, Section 21-531 for the purpose of updating standards and definitions related to fences and walls; and

WHEREAS, the proposed amendments are consistent with the adopted 2035 Winter Haven Comprehensive Plan; and

WHEREAS, the request implements requirements contained in Part II, Chapter 163 of Florida Statutes, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 2023-309, Laws of Fla. (CS/CS/SB 170 (2023)).

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

1. That Chapter 21, Article II, Division 3, Section 21-68 of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. That Chapter 21, Article IX, Section 21-531 of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as show in Exhibit "B", attached hereto and made a part hereof.

3. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

4. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and 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.

6. This Ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 26th day of February, 2024.

PASSED on second reading this 11th day of March, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"
Page 1 of 4

New text is underlined. Deleted text is ~~stricken-through~~.

Sec. 21-68. Fences, walls, berms and hedges.

(a) Permitting. All walls of any height and permanent fences over six (6) feet in height shall require a permit from the City. Applications for a permit shall include a plan which details the proposed wall or fence, including location in relation to property lines and easements, height, as well as any other information deemed necessary by the City for reviewing the application. Walls of any height and fences over six (6) feet in height shall be designed and constructed to withstand a maximum sustained wind speed and a maximum wind gust as regulated by applicable sections of the Florida State Building Code, as amended.

(b) No fence, wall, or hedge shall be constructed or planted in any right-of-way, except as may be placed as part of a public highway safety or beautification project.

(c) ~~In residential, MX, C-1, and C-2 zoning districts, no fence or wall above forty-eight (48) inches (four (4) feet) in height shall be allowed in front yards. Fences located in a side yard that abuts a street shall be permitted to a height of six (6) feet from the rear property line to a point parallel to the front building line of the principal structure.~~

The following uses shall be exempt from the ~~above~~ below requirements unless specifically stated:

(1) Utility and power substations;

(2) Water and wastewater facilities;

(3) Public swimming facilities;

(4) Stormwater retention ponds~~.~~;

(5) Public school facilities; and

(6) Retaining walls.

(d) No fences or walls shall be installed, constructed, or erected without complying with the following regulations:

(1) All fences and walls, except those exempted by this section, shall adhere to the following maximum height standards:

Zoning Districts	Fence/Wall Location	Maximum Height
AG, RE, R-1, R-2, R-3, R-4, R-5, RM, MX, C-1, C-2	Front Yard	4 feet

Exhibit “A”
Page 2 of 4

AG, RE, R-1, R-2, R-3, R-4, R-5, RM, MX, C-1, C-2	Side and Rear Yards	6 feet
C-3, C-4, I-1, I-2	Any Yard	8 feet
PI, PR, CN	Any Yard	None

i. The front yard includes from the front property line to the front building line of the principal structure.

ii. Fences or walls placed on property presently being utilized for residential purposes and located in the C-3, C-4, I-1, or I-2 zoning districts shall have a maximum fence height of six (6) feet in the front, rear, and side yards.

iii. If a Planned Unit Development does not address fence or wall standards, the following shall apply:

a. Single-family uses shall adhere to fence or wall standards for the R-2 zoning district.

b. Multi-family uses shall adhere to fence or wall standards for the R-3 zoning district.

c. Commercial uses shall adhere to fence or wall standards for the C-3 zoning district.

d. Industrial uses shall adhere to fence or wall standards for the I-1 zoning district.

e. Institutional uses shall adhere to fence or wall standards for the PI zoning district.

f. Recreation uses shall adhere to fence or wall standards for the PR zoning district.

~~(1) Fences shall be a maximum of eight (8) feet in height in front, rear, and side yards in C-3, C-4, I-1 and I-2 zoning districts.~~

~~(2) Fences located in any residential district, or in an MX, C-1, or C-2 zoning district, shall be a maximum height of six (6) feet in the rear yard and in the side yard from the rear property line to the front of the principal building.~~

~~(3) Fences placed on property that is located in an office, commercial, or industrial zoning district, and is presently being utilized for residential purposes, shall have a maximum fence height of six (6) feet in the front, rear, and side yards.~~

(42) Fences must be constructed of new materials designed for that purpose or aged for proper architectural effect. Fences having a side with exposed or irregular structural components, and a more finished, uniform and aesthetically attractive side, shall be constructed and

installed so that the more finished side faces outward from the fences' property toward the adjoining property.

(~~5~~3) Except for fences in the ~~C-3,~~ C-4, I-1 and I-2 zoning districts, no fence shall contain any substance designed or reasonably likely to inflict injury to any person or animal, including, but not limited to, razor or barbed wire, glass or electrically charged wire. In ~~C-3,~~ C-4, I-1 and I-2 zoning districts, three (3) strands of barbed wire may be used on top of a six-foot fence. Barbed wire may also be used in the AG zoning district ~~agricultural districts~~.

(~~6~~4) In addition to the above requirement, all fences shall comply with article II, section 21-103, fencing requirements for swimming pools, and any other City ordinances or applicable building code requirements related to fencing.

(~~7~~5) Notwithstanding the provisions of this section, the use of security fencing may be used at sites, such as electrical substations and communications facilities, where such fencing is required by federal, state or local law, or other sections of this Code. Further, temporary security fencing may be utilized for construction sites while a permit for the work is active for the construction site. All temporary fences shall be removed prior to the issuance of a certificate of occupancy.

(e) The Development Special Magistrate may, upon specific approval, grant a variance to the above height limitations if a valid circumstance exists such as the character of the neighborhood, slope or terrain, architectural necessity, or a residentially zoned lot abutting a commercial establishment.

(f) The following shall apply to any fence or wall, including those identified in Section 21-68(c): The property owner shall maintain any fence, wall, or retaining wall to its original designed condition. Missing boards, pickets, posts, gates, etc. shall be replaced in a timely manner with material of the same type, quality, and finish as the existing fence or wall. Repairs to all walls of any height, any fence over six (6) feet in height, and all retaining walls shall require a building permit.

(g) All retaining walls shall be installed a minimum setback of five (5) feet from the property line.

(~~g~~h) Single-family subdivisions may have decorative subdivision screening walls or fences. The wall or fence height shall be no greater than six (6) feet in height and the poles/columns shall be no greater than eight (8) feet in height provided all of the following criteria are met:

(1) The wall or fence shall be constructed of brick, stucco, split-face block, wrought iron, wood, stone, vinyl, or a combination thereof. Synthetic materials made to appear as one (1) of the approved materials may be substituted, as approved by the ~~community development~~ Economic Opportunity and Community Investment director or his/her designee.

(2) The total design and construction of the wall including, but not limited to, overall configuration, articulation, material, and color, shall be in such a manner that is residential in character and in keeping with established Central Florida architecture. In connection with

such character, all masonry materials (brick, block, stucco, stone) or related simulated materials shall be finished with a warm, earth-tone color, such as brown, beige, or gray.

(3) The wall shall be installed a minimum setback of five (5) feet from the property line.

(4) No portion of the wall shall be located within any easement.

~~(5) Landscaping (combination of trees and shrubbery) shall be installed within the setback area. One (1) tree shall be planted for each fifty (50) linear feet.~~

~~(6) Ground cover and irrigation shall be provided.~~

(~~h~~i) The use of berms for screening and buffering in place of a wall or fence is encouraged. Berms provide a natural, more aesthetically pleasing form of screening between differing land uses. The following design criteria shall apply to all new berms constructed in the City:

(1) Berms shall not exceed five (5) feet in height. Berms over two (2) feet in height are required to remain outside of any visibility triangle as defined by section 21-126.

(2) No berm shall have a slope greater than twenty-five (25) percent.

(3) All berms shall be planted with grass or other approved ground covers to ensure stability and prevent erosion.

(4) Continuous berms greater than two hundred fifty (250) feet in length shall be interrupted, at a minimum, every two hundred fifty (250) feet by twenty-five (25) feet of landscaping, wall, or fence.

(5) No portion of a berm shall be permitted to encroach onto a public or private right-of-way. Berms shall not be located over underground utility facilities.

Exhibit “B”
Page 1 of 1

Sec. 21-531. Definitions.

New text is underlined. Deleted text is ~~stricken-through~~.

Retaining wall shall mean a structure built to retain or support the lateral pressure of earth to prevent movement of earth into another space.

DATE: February 20, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
Michael Carnevale, Deputy City Manager
Charlie Bird, Assistant City Manager; Public Safety

FROM: Shawn Dykes, Human Resources Director
(Bonni S. Jensen, Firefighters' Retirement System Legal Counsel)

SUBJECT: Ordinance O-24-14: Amending the City of Winter Haven Firefighters' Pension Plan

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BACKGROUND

The Pension Board of Trustees is requesting to amend the vesting provisions of the Plan Document (Section 13-34) to permit commencement of benefit payments to vested terminated members when they are otherwise qualified for early or normal retirement.

The following amendment of the Pension Plan document is being recommended:

Amend a subsection for clarification purposes only, and add a subsection, to read as follows:

Sec. 13-34. Vesting.

If a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(1) If the member has less than ten (10) years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(2) Effective for members who separate service on and after March 11, 2024, if the member has ten (10) or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination payable to him commencing at the member's otherwise normal or early retirement date, determined as if he had remained employed, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise

normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under preretirement death.

(3) For members who separate service before March 11, 2024, if If the member has ten (10) or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination. The benefit shall be payable for life and ten (10) years certain and shall commence at the member's attainment of age fifty-five (55) years unreduced or as early as attainment of age forty-five (45) years reduced by three (3) percent for each year by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter to age fifty (50) and actuarially reduced for each year from age fifty (50) to age forty-five (45), provided he does not elect to withdraw his accumulated contributions and provided the member survives to attainment of at least age forty-five (45) years. If the member does not withdraw his accumulated contributions and does not survive to attainment of at least age forty-five (45) years, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under preretirement death.

FINANCIAL IMPACT

Plan Actuary Foster & Foster has confirmed there is no financial impact associated with the proposed plan changes reflected in Ordinance O-24-14.

RECOMMENDATION

The Pension Board recommends City Commission approval of Ordinance 0-24-14.

ATTACHMENTS

- Ordinance O-24-14
- Plan Actuary Foster & Foster Impact Letter Dated January 4, 2024

ORDINANCE NO. O-24-14

AN ORDINANCE OF THE CITY OF WINTER HAVEN, AMENDING CHAPTER 13, PENSIONS AND RETIREMENT; EMPLOYEE BENEFIT PROGRAMS, ARTICLE II, FIREFIGHTERS' RETIREMENT SYSTEM OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN BY AMENDING SECTION 13-34 VESTING TO PERMIT COMMENCEMENT OF BENEFIT PAYMENTS TO VESTED TERMINATED MEMBERS WHEN THEY ARE OTHERWISE QUALIFIED FOR EARLY OR NORMAL RETIREMENT; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven ("City") currently has a Firefighters' Retirement System ('System") for the benefit of City firefighters;

WHEREAS, the System plan document provides for two different commencement dates for benefits, one for members who terminate employment entitled to a benefit and another for members who terminate with a vested right to a future benefit;

WHEREAS, the differing commencement dates have created confusion among the membership as to when the benefit begins;

WHEREAS, the City of Winter Haven Police Officers' Retirement System treats members who are retiring and vested terminated members (City Code Section 13-64) the same for purposes of benefit commencement;

WHEREAS, the Board of Trustees for the Firefighters' Retirement System recommends that the members retiring directly from service and the vested terminated members be treated the same for purposes of determining the commencement date;

WHEREAS, the added provision presented in this Ordinance is substantially similar to the provisions contained in the pension plan for the Winter Haven Police Officers;

WHEREAS; the City Commission finds that it is in the best interest of the City and the Firefighter System Members to amend the Plan to allow for the commencement date for pension benefits to be the same for Firefighters retiring directly from service and vested terminated Firefighters.

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

SECTION 1: That Chapter 13, Pensions and Retirement; Employee Benefit Programs, Article II, Firefighters' Retirement System, of the City of Winter Haven, Code of Ordinances, is hereby amended at Section 13-34, Vesting, as follows (amended provisions are shown in underline and deleted provisions are shown in ~~strikethrough~~):

Sec. 13-34. Vesting.

If a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

(1) If the member has less than ten (10) years credited service upon termination, the member shall be entitled to a refund of his accumulated contributions or the member may leave it deposited with the fund.

(2) **Effective for members who separate service on and after March 11, 2024, if the member has ten (10) or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination payable to him commencing at the member's otherwise normal or early retirement date, determined as if he had remained employed, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under preretirement death.**

(3) ~~(2)~~ **For members who separate service before March 11, 2024, if** ~~If~~ the member has ten (10) or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination. The benefit shall be payable for life and ten (10) years certain and shall commence at the member's attainment of age fifty-five (55) years unreduced or as early as attainment of age forty-five (45) years **reduced by three (3) percent for each year**

by which the commencement of benefits precedes the date which would have been the member's normal retirement date had he continued employment as a firefighter to age fifty (50) and actuarially reduced for each year from age fifty (50) to age forty-five (45) ~~actuarially reduced for each year prior to age fifty-five (55) years~~, provided he does not elect to withdraw his accumulated contributions and provided the member survives to attainment of at least age forty-five (45) years. If the member does not withdraw his accumulated contributions and does not survive to attainment of at least age forty-five (45) years, his designated beneficiary shall be entitled to a benefit as provided herein for a deceased member, vested or eligible for retirement under preretirement death.

SECTION 2: If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3: It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: That this Ordinance shall become effective upon adoption.

INTRODUCED ON FIRST READING, this ____ day of _____, 2024.

PASSED ON SECOND READING, this _____ day of _____, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR – COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Approved as to legal sufficiency:
_____ Bonni
Jensen
Attorney for Firefighters' Pension Board

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

January 4, 2024

Board of Trustees
City of Winter Haven
Firefighters' Pension Board

Re: City of Winter Haven Firefighters' Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Douglas H. Lozen, EA, MAAA
DHL/lke

Enclosures

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Winter Haven is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Winter Haven is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF WINTER HAVEN
FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

January 4, 2024
(Page 1)

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

1. *Vested Members terminating employment after the effective date of the proposed Ordinance associated with this Actuarial Impact Statement shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination payable to him commencing at the member's otherwise normal or early retirement date, determined as if he had remained employed.*

2. *Clarification that the reduction for Early Retirement benefits is actuarially determined between ages 45 and 50 and a flat 3% per year between ages 50 and 55.*

The cost impact, determined as of October 1, 2022, applicable to the fiscal year ending September 30, 2024, is as follows:

	Proposed	Current
Minimum Required Contribution		
% of Projected Annual Payroll	51.07%	51.00%
Member Contributions (Est.)		
% of Projected Annual Payroll	10.00%	10.00%
City And State Required Contribution		
% of Projected Annual Payroll	41.07%	41.00%
State Contribution (Est.) [1]	$497,915	$497,915
% of Projected Annual Payroll	12.10%	12.10%
City Required Contribution [2]		
% of Projected Annual Payroll	28.97%	28.90%

[1] Represents the amount received in calendar 2023. As per a Mutual Consent Agreement between the Membership and the City, all State Monies received each year will be available to offset the City's required contribution.

CITY OF WINTER HAVEN
FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

January 4, 2024
(Page 2)

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2022 actuarial valuation report. It should be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2022 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2022 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.



Douglas H. Lozen, EA, MAAA
Enrolled Actuary #23-7778

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____
Chairman, Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits 10/1/2022	Old Benefits 10/1/2022
A. Participant Data		
Actives	61	61
Service Retirees	42	42
DROP Retirees	6	6
Beneficiaries	2	2
Disability Retirees	3	3
Terminated Vested	14	14
Total	128	128
Payroll Under Assumed Ret. Age	4,115,250	4,115,250
Annual Rate of Payments to:		
Service Retirees	1,866,159	1,866,159
DROP Retirees	349,899	349,899
Beneficiaries	90,190	90,190
Disability Retirees	70,064	70,064
Terminated Vested	263,751	263,751
B. Assets		
Actuarial Value (AVA) [1]	39,811,085	39,811,085
Market Value (MVA) [1]	35,564,865	35,564,865
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	28,137,140	28,137,140
Disability Benefits	570,044	570,044
Death Benefits	357,147	357,147
Vested Benefits	141,577	117,267
Refund of Contributions	93,723	93,723
Service Retirees	20,422,989	20,422,989
DROP Retirees [1]	5,114,327	5,114,327
Beneficiaries	1,044,999	1,044,999
Disability Retirees	639,048	639,048
Terminated Vested	1,309,747	1,309,747
Share Plan Balances [1]	0	0
Total	57,830,741	57,806,431

C. Liabilities - (Continued)	New Benefits 10/1/2022	Old Benefits 10/1/2022
Present Value of Future Salaries	39,848,084	39,848,084
Present Value of Future Member Contributions	3,984,808	3,984,808
Normal Cost (Retirement)	1,111,031	1,111,031
Normal Cost (Disability)	34,672	34,672
Normal Cost (Death)	26,883	26,883
Normal Cost (Vesting)	12,067	10,050
Normal Cost (Refunds)	16,493	16,493
Total Normal Cost	1,201,146	1,199,129
Present Value of Future Normal Costs	11,446,272	11,433,094
Accrued Liability (Retirement)	17,474,315	17,474,315
Accrued Liability (Disability)	226,828	226,828
Accrued Liability (Death)	94,250	94,250
Accrued Liability (Vesting)	57,667	46,535
Accrued Liability (Refunds)	299	299
Accrued Liability (Inactives) [1]	28,531,110	28,531,110
Share Plan Balances [1]	0	0
Total Actuarial Accrued Liability (EAN AL)	46,384,469	46,373,337
Unfunded Actuarial Accrued Liability (UAAL)	6,573,384	6,562,252
Funded Ratio (AVA / EAN AL)	85.8%	85.8%

D. Actuarial Present Value of Accrued Benefits	New Benefits 10/1/2022	Old Benefits 10/1/2022
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	28,531,110	28,531,110
Actives	8,191,403	6,204,343
Member Contributions	3,025,216	3,025,216
Total	39,747,729	37,760,669
Non-vested Accrued Benefits	1,247,871	3,223,974
Total Present Value Accrued Benefits (PVAB)	40,995,600	40,984,643
Funded Ratio (MVA / PVAB)	86.8%	86.8%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	10,957	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	10,957	

	New Benefits	Old Benefits
Valuation Date	10/1/2022	10/1/2022
Applicable to Fiscal Year Ending	9/30/2024	9/30/2024
E. Pension Cost		
Normal Cost (with interest)		
% of Total Annual Payroll [2]	30.27	30.22
Administrative Expenses (with interest)		
% of Total Annual Payroll [2]	1.72	1.72
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2022, with interest)		
% of Total Annual Payroll [2]	19.08	19.06
Minimum Required Contribution		
% of Total Annual Payroll [2]	51.07	51.00
Expected Member Contributions		
% of Total Annual Payroll [2]	10.00	10.00
Expected City and State Contribution		
% of Total Annual Payroll [2]	41.07	41.00

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2022.

[2] Contributions developed as of 10/1/2022 are expressed as a percentage of total annual payroll at 10/1/2022 of $4,115,250.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate	*Healthy Active Lives:* **Female:** PubS.H-2010 (Below Median) for Employees, set forward one year. **Male:** PubS.H-2010 (Below Median) for Employees, set forward one year. *Healthy Retiree Lives:* **Female:** PubS.H-2010 for Healthy Retirees, set forward one year. **Male:** PubS.H-2010 for Healthy Retirees, set forward one year. *Beneficiary Lives:* **Female:** PubG.H-2010 for Healthy Retirees. **Male:** PubG.H-2010 for Healthy Retirees, set back one year. *Disabled Lives:* 80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees. All rates are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements. The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics. 90% of active deaths are assumed to be service-incurred.
Interest Rate	7.45% (prior year 7.60%) per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

See table below, based on results of the October 23, 2019 experience study.

Salary Scale	
Service	Rate
0-4	7.5%
5-9	6.0%
10-14	5.0%
15+	4.5%

Additionally, the projected salary in the year of retirement is increased as shown below, supported by data provided by the City:

Service as of 10/1/2012	Final Salary Load
Less than 1 Year	0%
1 to 10 Years	5%
10 to 20 Years	10%
Greater than 20 Years	15%

Payroll Growth

0.90% for purposes of amortizing Unfunded Actuarial Accrued Liability bases established prior to October 1, 2019; level dollar amortization is utilized for bases established on and after October 1, 2019. This assumption cannot exceed the ten-year average payroll growth, in compliance with Part VII of Chapter 112, Florida Statutes.

Administrative Expenses

$68,376 annually, based on the average of actual expenses incurred in the prior two fiscal years.

Amortization Method

New UAAL amortization bases are amortized over the following amortization periods:

Experience: 10 Years.
Assumption/Method Changes: 20 Years.
Benefit Changes: 30 Years.

Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.

Funding Method

Entry Age Normal Actuarial Cost Method. The following loads are applied for determining the minimum required contribution:

Interest - a half year, based on current 7.45% assumption.

Salary - None.

Disability Rate

See sample rates in the table at the end of this section, established with the October 23, 2019 experience study. Additionally, it is assumed that 90% of Disability Retirements are service-related.

Termination Rate

See rates in the table at the end of this section, based on results of the October 23, 2019 experience study.

Retirement Rate

See tables below, based on results of the October 23, 2019 experience study.

% Retiring During the Year (10-24 Years of Service)	
Age	Rate
45-49	3%
50-54	5%
55-56	25%
57+	100%

% Retiring During the Year (>= 25 Years of Service)	
Age	Rate
Any	100%

Asset Smoothing Methodology

The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in an insignificant bias that is above or below the Market Value of Assets.

Decrement Tables

% Terminating During the Year	
Service	Rate
0-4	6.0%
5-14	1.0%
15+	0.0%

% Becoming Disabled During the Year	
Age	Rate
20	0.05%
25	0.05%
30	0.06%
35	0.07%
40	0.12%
45	0.22%
50	0.43%
55	0.89%
60	1.61%
65	2.80%

SUMMARY OF CURRENT PLAN
(Through Ordinance O-20-49)

CREDITED SERVICE	Total years and fractional parts of years of service with the City as a Firefighter.
AVERAGE FINAL COMPENSATION	Average Salary during the five (5) highest of the last ten (10) years of Credited Service.
SALARY	Total compensation reportable on the Member's W-2 form, plus all tax exempt, tax sheltered and tax deferred items of income. Effective July 1, 2011, Salary shall not include more than three hundred (300) hours of overtime per calendar year. Additionally, Salary will include the lesser of the amount of unused sick and annual leave time accrued as of July 1, 2011, or the actual amount at termination or retirement.
NORMAL RETIREMENT	
Eligibility	First day of the month following age 55 and the completion of 10 years of Credited Service or the completion of 25 years of Credited Service, regardless of age.
Benefit Amount	3.80% of Average Final Compensation times Credited Service.
Form of Benefit	10 years certain and life thereafter (options available).
EARLY RETIREMENT	
Eligibility	Age 45 and 10 years of Credited Service.
Benefit Amount	Accrued benefit, reduced 3% for each year between ages 50 and 55, and actuarially reduced for each year between ages 45 and 50.
VESTING (TERMINATION)	
Less than 10 years of Contributing Service	Refund of Member Contributions without interest.
10 years or more	Accrued benefit payable at age 55 (unreduced), or age 45 (reduced).

DISABILITY BENEFIT

Eligibility	a.) Service Incurred – Date of Employment. Non- Service Incurred – 10 years of Credited Service. b.) Total and permanent disability prior to Normal Retirement Date.
Benefit Amount	Accrued benefit payable for life, with 120 monthly payments guaranteed (options available), or until recovery. Minimum benefit for service incurred disability is 42% of Average Final Compensation.

PRE-RETIREMENT DEATH

In-Service	Spouse to receive the greater of the Member's accrued benefit or 50% of final monthly salary. If no spouse, children each receive 15% of final monthly salary to age 18 (or 22 if in school). Combined children's benefits cannot exceed 50% of final salary.
Non-Service or no Spouse or Children	Beneficiary to receive a monthly annuity which is actuarially equivalent to the Member's accrued benefit.

CONTRIBUTIONS

Employee	10% of Salary.
Premium Tax	1.85% tax on premiums for fire insurance.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability, if any, over 30 years.

BOARD OF TRUSTEES	a.) Two legal residents appointed by the City Commission, b.) Two Members of the System elected by the other covered Members, and c.) Fifth Member elected by the other 4 and appointed by Commission.
COST-OF-LIVING ADJUSTMENT	Service and Disability Retirees receive 0.5% increases each October 1 for ten years, beginning the first October 1 following one complete year of retirement.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not to exceed 60 months.
Rate of Return	At Member's election (one change allowed per year): (a) Actual net rate of investment return (total return net of brokerage commissions, management fees, and transaction costs) credited each fiscal quarter, or (b) 6.5% fixed interest.
Form of Distribution	Cash lump sum (options available) at termination of employment.

CHAPTER 175 SHARE ACCOUNT

Pursuant to Chapter 2015-39, Laws of Florida, a share plan exists but is currently not funded as the City and Membership mutually consented to allow the City to use all annual State Monies to offset its funding requirements.

DATE: February 15, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Eric Labbe, Economic Opportunity & Community Investment Director
Julie Adams, Parks, Recreation & Culture Department Director

FROM: Angie Hibbard, CRA Manger
Andy Palmer, Parks Planning & Strategic Initiatives Manager

SUBJECT: Endorsement of Community Development Block Grant (CDBG 2024-2025) Cycle to be allocated towards the Neighborhood Service Center Modernization Design-Build Project and Public Comment

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BACKGROUND:

The US Department of Housing & Urban Development administers and distributes the Community Development Block Grant funding program nationwide. Municipalities and Cities around the State participate in this funding every year. Locally, Polk County administers the City's funds and program. Recent City CDBG funds have been allocated towards the Winter Haven Recreational and Cultural Center Project and Lake Conine Project. The funds must be utilized in an eligible area or population.

Staff and grant consultants have completed an assessment of the Neighborhood Services Center with the Neighborhood Service Center Director. Several areas of upgrades were identified with an emphasis on modernization, ADA upgrades, expanding service accessibility in and outside of the building and alleviating areas of flooding. In addition to the 2024-2025 Fiscal Year's CDBG allocation of $283,599, staff is working to identify additional sources of funding for design and construction of this project.

In addition, endorsement of the application by the City Commission is required to provide an opportunity for public comment. This agenda item will meet those requirements.

FINANCIAL IMPACT:

The total project, including design and construction, is estimated at $820,000. Funding from the City's CDBG Allocation of $283,599 is being proposed to help fund the project. Staff intends to present additional funding sources to the City Commission for their consideration during the fiscal year 2024-2025 budgeting process.

RECOMMENDATION:

Staff recommends the City Commission open this agenda item for public comment, endorse utilizing the 2024-2025 Community Development Block Grant allocation towards the Neighborhood Service Center Modernization design-build project, and authorize the City Manager to execute the Grant RFP Response and any other matters related to this funding and request.

ATTACHMENT:

- 2024-2025 RFP Municipal Partners

Request for Municipal Partner Proposals

FY2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT

POLK COUNTY BOARD OF COUNTY COMMISSIONERS

Housing and Neighborhood Development



Proposals are due by 12:00 NOON on <u>Wednesday March 13, 2024</u>
NO PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE

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CDBG REGULATIONS..... .... under separate cover

GENERAL INFORMATION

First, complete the cover sheet and assemble the required documentation. Next, develop the proposal using the following proposal guidelines. The two attachments must also be completed. To be considered for funding, two copies of these collated materials (one original and one (1) copy) must be mailed to:

Community Development Supervisor
Housing and Neighborhood Development
Post Office Box 9005, Drawer HS04
Bartow, FL 33831-9005

Or delivered to: The Housing and Neighborhood Development (HND) office located at 1290 Golfview Avenue, Suite 167, Bartow. Questions regarding this Request for Proposal (RFP) must be in writing and must be sent to the Community Development Supervisor, via email at KellyCarter@polk-county.net.

Proposal submission deadline is 12:00 NOON Wednesday March 13, 2024.
NO PROPOSALS WILL BE ACCEPTED AFTER THIS TIME.

Duration: FY 2024-2025, October 1, 2024 – September 30, 2025

Municipalities are required to provide sufficient opportunity for public comment on proposed projects. Input may be gained through a lay advisory board, a public hearing, or a meeting when the project is approved by the City Council. Notice of public comment should be formally advertised. Documentation of public participation must accompany the proposal.

Municipalities are encouraged to review the Federal regulations regarding administration of the CDBG. Special attention should be given to Federal and County reporting and procurement policies. The Federal government stresses accountability and achievement of measurable outcomes to meet identified needs in use of its funds by grantees and subrecipients.

PROPOSAL COVER SHEET

Name of City:
_____

Address: _____ **Zip Code:** _____ - _____

Name of Contact Person:
_____

Contact Person Title:
_____

Contact Email:
_____

Telephone Number: _____ **Fax Number:** _____

Unique Entity Identification Number (UEI #):
_____

Project Title:
_____

Project Location:
_____

Estimated Clients Served for Project area:
_____

Brief Project Description:

Name of City Manager/Authorized Representative:
_____

Signature of Authorized Representative:
_____

Title:
_____

CHECKLIST OF REQUIRED DOCUMENTS

_____ Proposal Cover Sheet

_____ Checklist of Required Documents

_____ Financial Audit (most recent year-end)

_____ Completed proposal narrative with attachments

_____ List of City Commissioners/City Council members

_____ Job descriptions of service delivery positions for which salaries and benefits are requested

_____ Certificate of Insurance (Polk County listed as certificate holder)

Polk County Board of County Commissioners
Housing and Neighborhood Development
330 W Church Street
Bartow, FL 33830

_____ Construction plans (if applicable)

_____ Appraisal report(s) for proposals involving purchase or renovation of building(s)

_____ Documentation of public participation(Proof of ad publication, Board meeting minutes, etc)

_____ Map depicting project's service benefit area

_____ Procurement Policy (current/most recent version)

PROPOSAL GUIDELINES

A. Project Description/ Scope of Services

1. *Give a detailed explanation of what the municipality proposes to do. The description needs to include specifications such as types, sizes, and locations of buildings to be constructed or rehabilitated, materials used, how many feet of pipes, ditches, roadways, or sidewalks are to be installed or improved, types of recreational equipment or fencing installed, and other information such as professional services to be procured, and whether contract or city labor is to be used.* **Please provide site location information which includes, but is not limited to property address, Parcel ID number, Year the structure was built (for building renovation projects), and photographs of the subject property.**

The response to this question is the most important part of the proposal and will be the basis for the Scope of Services in the contract. It will be incorporated into a project description verbatim. Accordingly, the description should include the following specifics (when applicable):

1. **Building-**Size (square footage), type (concrete block, metal frame), doors/windows/floors (type and size), renovation (number of rooms, restrooms), roofing (fiber glass/warranty, metal), accessibility ramps (length, width, landing stations).

2. **Street -** New or reconstruction, type material (base and surface), length and width, curbing/sidewalks/driveways.

3. **Sewer -**New or upgrade, type and size of sewer line, length, mains, pumps, stations, manholes, house lateral and connections.

4. **Water** – New or upgrade, type and size of water line, length, mains, house lateral and connections.

5. **Drainage -** Type (reinforced concrete pipe), length and size, number of inlets, retention areas, pump stations, horsepower.

6. **Land -** Buy or lease, ownership, size (square footage), number of parcels.

7. **Playground -** Play set type (plastic - covered galvanized, wood), landing area type (sand, mulch, synthetic), number of play stations, activity courts, lighting, irrigation, number and size of bleachers, restroom, and picnic shelters.

8. **Fencing -** Type of fencing material, length and height, number of gates, usage.

9. **Equipment -** Rental (backhoe, trenchers, dozers), pumps, handrails, exercise equipment and stations.

10. **Professional services -** Architectural, engineering, appraisal, survey.

11. **Labor -** Contract or city labor or combination of both.

Discussion of budgets and project implementation should not be addressed in this section.

1. *Explain how the activity is part of a larger neighborhood improvement strategy in the municipality.*

   Polk County encourages Municipal Partners to use CDBG funds to improve the quality of life in locally designated neighborhood improvement areas that have a long-term improvement strategy in place. Municipalities are required to designate such areas and to combine local and federal resources to fund the related improvements.

2. *If there is a distinct service area, please submit a map outlining the service area to ensure that the area contains predominantly low- and moderate-income persons.*

   The service area may be a neighborhood, a street, a fire district, or an entire municipality, depending upon the nature of the proposal. Proposals involving public facilities or infrastructure often have a defined service area and could be designated as an area benefit project. This would qualify for funds even though many of its residents are not considered to be low/moderate income. However, in order for a project to be considered an "area-benefit project" under CDBG regulations, a majority (**51% or greater**) of the persons residing in the service area must receive low or moderate incomes. Submit a map outlining the project's service area to ensure it is a predominantly low- and moderate-income area.

   A proposed project's service area may include a pocket of poverty within a block group that is not predominantly of low /moderate income. In this case, Housing and Neighborhood Development staff can assist in determining eligible service areas.

3. *Does your activity include the acquisition, rehabilitation, construction or reconstruction of land or building(s)? Yes____ No____*

Question 3 only applies if your proposed activity involves purchase of land and/or construction or renovation of buildings. **If not, skip to Section B.**

a. What is the current condition of the land/building?

This question asks for a narrative description of the current condition of the property. The intent is for the reviewers to 1) be aware of any land use constraints that may limit use of the property; 2) be aware of any unusual environmental conditions on the property such as the presence of wetlands or hazardous materials storage; and 3) be able to document to U.S. HUD that slum and blighted conditions exist if the project is to be eligible for funding under the CDBG National Objective of slum and blight removal. Acceptable documentation for the latter situation consists of a report by a qualified inspector detailing the condition of the building and listing what needs to be done to renovate the structure.

b. Does the municipality own the site or building? *Yes____ No____*

Federal funds cannot be used for improvements to private property not owned by the subrecipient. Therefore, applicants must own all properties for which improvement funds are being requested. (This does not apply if funds are being requested for acquisition; however, funds cannot be spent for improvements until the acquisition is complete.)

c. *Does the activity involve construction or rehabilitation of a building(s)?*
Yes____ No____

If the activity involves construction or rehabilitation of a building(s), provide construction plans. This information is needed to ensure that the project and proposed time frames are feasible, and that the construction budget is realistic.

d. For activities involving acquisition, has an appraisal been made?
Yes____ No____

If yes, attach the appraisal report.

Fair market values must be paid for property acquired utilizing Federal funds. Fair market value is determined and documented through an appraisal and confirmed with a review appraisal.

e. How many parcels are to be purchased?

Information provided should clarify which parcels are being acquired.

B. Implementation Schedule

1. What is the proposed time frame for implementation and completion? Use the attached Implementation Schedule to delineate time frames for completion of all major tasks.

An implementation schedule is crucial to planning for the budget and proposed funding sources. The implementation schedule is the work program for completion of the project. Development of the schedule is a three-step process:

Step 1: Divide program objectives stated in the Project Description into subtasks. The project goal is considered to be a “destination on a map”. The objectives are a verbal description of the journey to reach that destination. The subtasks are the “roads” one would actually take to get there.

For example, a municipality is proposing to develop a park in a targeted neighborhood. The goal (the destination) is to revitalize or stabilize the neighborhood. The objective is to expand recreational opportunities (the description of the journey). The work program (subtasks) is what is needed to do to develop the park - acquire the land, prepare a site plan, develop construction plans and specifications, advertise, and receive bids for construction and equipment, and construct the facility.

Step 2: Next, attach a time frame to each of the subtasks identified in Step 1. Establish a sequence for the subtasks -- subtask 1 is followed by subtask 2, and so on. (Remember, that some subtasks can proceed concurrently.) Next one must decide how much time is needed to complete each task. This is largely done through prior experience and combining lag times (e.g., time between ordering and delivery of equipment and site furniture). Plot the subtasks against expected timelines next. Step 3 tells how to do this.

Step 3: The attached Implementation Schedule diagramming the project’s sequence of tasks will be incorporated into the contract. To complete the form, first list each of the subtasks in the left-hand column. These subtasks were developed in Step 1 above in the sequence that they will be completed. The next twelve columns represent monthly increments in your contract period. Number the months. (For example, if the contract will extend for 12 months, number the columns A1" to A12".) Next, go across each subtask’s row and make a mark each month when the subtask will be going on. For example, if the first task is to acquire land, write "Land acquisition" in the left-hand column. If it will take a month between signing the purchase agreement and the closing, mark the column labeled "1" after this first entry. Now repeat this procedure for all of subtasks. What emerges is a complete picture of how the proposal will be implemented and how the subtasks relate to each other. It can then be seen if completion of one task conflicts with another; if one has planned too much for a given month; and how the tasks overlap. Necessary revisions and refinements are easily made to both. Additional copies of this schedule may be needed to describe all the proposed activities.

2. *List the milestones the municipality intends to use to ensure that the project will be implemented in a timely manner.*

The Federal government stresses accountability by measuring progress toward stated milestones. Accountability is the basis for the monitoring activities to which all grantees and subrecipients are subject. Consequently, the project must have built-in milestones. A milestone states up front that by a certain date, a certain task will be ongoing or completed. In the example given above, the milestone at the end of the first month of the contract period is the transfer of title on the land. Applicants must define the milestones of the project's implementation schedule and how its progress will be reported. **If a municipality is awarded funds, it will submit monthly reports documenting milestone completions to the Polk County Housing and Neighborhood Development Office.** Failure to do so will delay reimbursements and may lead to termination of the contract. The monthly report is in a standardized format and will be an attachment to your contract.

3. *What provisions have been made to ensure that the project will be ready to start when funding becomes available?*

   To circumvent start-up time delays, identify all tasks that may have unforeseen activities and constraints.

4. *Describe in detail the steps that will be taken to ensure the continued maintenance and operation of the proposed activity?*

   In preparing the proposal, consider how the continued maintenance and operation of the activity will be financed. CDBG funds are intended for startup or seed money, not to subsidize an activity indefinitely. There is no guarantee that Federal funding will be maintained at existing levels in future years. **Thus, describe how provisions for future alternative funding sources have been established.**

C. Project Budget

1. *Provide a line-item budget using the attached Budget Summary.*

   All proposals must contain line-item budgets. Should the proposal be funded, this budget will become part of the Agreement authorizing the expenditures. Be concise when completing this Summary, as it is crucial to the proposal. It will assist evaluators in discerning the projects' specific purpose and to examine its feasibility and cost-effectiveness. The budget also assists the municipality in planning details of the project.

   The attached Budget Summary must be used. The first column labeled "Category" separates line items into related groups. The categories listed are typical expense groupings such as labor costs, materials, and supplies, etc. **Note that salaries and benefits can be paid for project related activities only.** The second "Line Item" column is for specific line items in each category. The next two columns are for the amounts for each line item listed under the appropriate funding source. The last column is for totaling the amounts of each line item. There is an additional row for totaling CDBG, and other funding sources amounts at the bottom of the chart.

2. *Will municipal resources be used to complete the project? Explain how this will be accomplished.*

Local resources should be used in combination with Federal funds to complete the project to ensure community reinvestment. In many cases, municipalities will contribute labor to construct public facilities or infrastructure. In answering this question, state the value of the match, as well as how the match will be accomplished. Specify this amount and all in-kind amounts such as volunteer services, donations, and city general funds, in the Budget Summary.

D. Outcome Measures

HUD, along with other public and private agencies, developed an Outcome Performance Measurement System for use by CDBG, ESG and HOME grantees. The system includes objectives, outcome measures, and indicators that describe outputs.

The objectives include:

- **Suitable Living Environment** - In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.

- **Decent Housing** - The activities that typically would be found under this objective are designed to cover the wide range of housing possible under HOME, CDBG or ESG. This objective focuses on housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort, since such programs would be more appropriately reported under Suitable Living Environment.

- **Creating Economic Opportunities** - This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

The outcome categories include:

- **Availability/Accessibility**. This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low-and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low- and moderate-income people where they live.

- **Affordability**. This outcome category applies to activities that provide affordability in a variety of ways in the lives of low- and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.

- **Sustainability: Promoting Livable or Viable Communities**. This outcome applies to projects where the activity or activities are aimed at improving

communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low- and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

The following questions should be addressed in this section of the proposal:

1. *Which objective fits the proposed project? (Select one)*

   _____ Creating Suitable Living Environments
   _____ Providing Decent Affordable Housing
   _____ Creating Economic Opportunities

2. *Which outcome measure describes the proposed project? (Select one)*

   _____ Accessibility/Availability
   _____ Affordability
   _____ Sustainability

   List the output indicators that relate to the type of project being proposed.

   Attached to this document is a standardized list of output indicators that grantees will report on as appropriate for their chosen objectives and outcomes.

IMPLEMENTATION SCHEDULE
Attachment 1

Implementation Task	Contract Month											

BUDGET SUMMARY
Attachment 2

Category	Line Item	CDBG Funds	Match/ Other Funding Sources	Total
Salaries & benefits (service delivery or labor costs only)				
Supplies & Materials				
Consultants & professional services				
Land acquisition				
Other expenses				
Totals				

Project Site Location Information Form

Property Address:

Parcel ID Number: (You may provide a copy of the property appraiser's information for documentation)

Boundaries of the project area if proposed project covers large area: (Names of the streets to north, south, east, and west of the subject property)

Property Owner:

Year Structure Built: (if project is a renovation of an existing building):

Please provide the following to assist staff in their review of your proposed project:

Location Map

Photos of Site

Census Tract:

SPECIFIC OUTCOME INDICATORS
Attachment 3

Please select the outcome measure that supports your proposal from the examples listed below.

1) Public facility or infrastructure activities

Number of persons assisted:

- ❑ with new access to a facility or infrastructure benefit
- ❑ with improved access to a facility or infrastructure benefit
- ❑ where activity was used to meet a quality standard or measurably improved quality, report the number that no longer only have access to a substandard facility or infrastructure

2) Activities are part of a geographically targeted revitalization effort (Y/N)?

If Yes (circle one)

a) Comprehensive
b) Commercial
c) Housing
d) Other

Choose all the indicators that apply, or at least 3 indicators if the effort is (a) Comprehensive.

- ❑ Number of new businesses assisted
- ❑ Number of businesses retained
- ❑ Number of jobs created or retained in target area
- ❑ Amount of money leveraged (from other public or private sources)
- ❑ Number of low- or moderate-income (LMI) persons served
- ❑ Slum/blight demolition
- ❑ Number of LMI households assisted
- ❑ Number of acres of remediated brownfields
- ❑ Number of households with new or improved access to public facilities/services
- ❑ Number of commercial façade treatment/business building rehab
- ❑ Optional indicators a grantee may elect to use include crime rates, property value change, housing code violations, business occupancy rates, employment rates, homeownership rates (optional)

3) Number of commercial façade treatment/business building rehab (site, not target area based)

4) Homeownership Units Constructed, Acquired, and/or Acquired with Rehabilitation (per project or activity)

<u>Total number of units</u>

Of those:

- ❑ Number of affordable units
- ❑ Number of years of affordability
- ❑ Number qualified as Energy Star
- ❑ Number section 504 accessible
- ❑ Number of households previously living in subsidized housing

Of those affordable:

- ❑ Number occupied by elderly
- ❑ Number specifically designated for persons with HIV/AIDS
- ❑ Number specifically for chronically homeless

Number specifically designated for homeless

- ❑ Of those, number specifically for chronically homeless

5) Owner occupied units rehabilitated or improved

Total number of units:

- ❑ Number occupied by elderly
- ❑ Number of units brought from substandard to standard condition (HQS or local code)
- ❑ Number qualified as Energy Star
- ❑ Number of units brought into compliance with lead safe housing rule (24 CFR part 35)
- ❑ Number of units made accessible for persons with disabilities

6) Businesses assisted

Total businesses assisted

- ❑ New businesses assisted

Existing businesses assisted

Of those:

- ❑ Business expansions
- ❑ Business relocations

Unique Entity ID(UEI) number(s) of businesses assisted

(HUD will use the UEI numbers to track number of new businesses that remain operational for 3 years after assistance)

CDBG Regulations 24CFR 570

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl

Title 24	Housing and Urban Development	Part / Section
Subtitle B	Regulations Relating to Housing and Urban Development	100 – 4199
Chapter V	Office of Assistant Secretary for Community Planning and Development, Department of Housing and Urban Development	500 – 599
Subchapter C	Community Facilities	570 – 599
Part 570	Community Development Block Grants	570.1 – 570.913
Subpart A	General Provisions	570.1 – 570.5
§ 570.1	Purpose and primary objective.	
§ 570.3	Definitions.	
§ 570.4	Allocation of funds.	
§ 570.5	Waivers.	
Subpart B [Reserved]		
Subpart C	Eligible Activities	570.200 – 570.210
Subpart D	Entitlement Grants	570.300 – 570.309
Subpart E	Special Purpose Grants	570.400 – 570.416
Subpart F	Small Cities, Non-Entitlement CDBG Grants in Hawaii and Insular Areas Programs	570.420 – 570.442
Subpart G	Urban Development Action Grants	570.450 – 570.466
Subpart H [Reserved]		
Subpart I	State Community Development Block Grant Program	570.480 – 570.497
Subpart J	Grant Administration	570.500 – 570.513
Subpart K	Other Program Requirements	570.600 – 570.615
Subpart L [Reserved]		
Subpart M	Loan Guarantees	570.700 – 570.712
Subpart N	Urban Renewal Provisions	570.800
§ 570.800	Urban renewal regulations.	
Subpart O	Performance Reviews	570.900 – 570.913
Appendix A to Part 570	Guidelines and Objectives for Evaluating Project Costs and Financial Requirements	

DATE: February 15, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Disposition of City Owned Property within the Florence Villa CRA

BACKGROUND

Pursuant to inquiry by Mr. Terry Dewdney regarding a certain City owned property, the City of Winter Haven published a Notice of Intent to Dispose of Real Property in Community Redevelopment Area and Notice of Public Hearing in the Winter Haven Sun on January 17, 2024.

Mr. Dewdney provided a written proposal (hand delivered) on February 12, 2024 for the purchase of a parcel located within the Florence Villa CRA. The parcel identification number is:

- 26-28-21-580100-000170

The parcel is approximately .06 acres located at the northeast corner of 1st Street and Ave. P NE.

Mr. Dewdney has offered $4,000 and is requesting City Commission consideration to donate the property. Mr. Dewdney intends to incorporate this parcel with two (2) adjacent parcels, that are already under his ownership and control, to facilitate the development of a mixed use project including retail and apartment uses.

The Polk County Property Appraiser lists the current Just Market Value of the property at $5,621.

Staff does not anticipate any future City utilization of this property.

No other offers were received.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request. In addition to the purchase price, additional ad valorem taxes would be generated from the sale of the property and construction of the proposed development.

RECOMMENDATION

Staff recommends the City Commission accept Mr. Dewdney's proposal, provide guidance to staff as to preference for sale or donation, and authorize the City Manager to negotiate a purchase and sale contract consistent with Mr. Dewdney's offer and Policy 2018-01 (Disposition of Surplus City Owned Real Estate), and take any further actions necessary thereto.

ATTACHMENT

- Written offer by Mr. Dewdney
- Notice of Intent to Dispose of Real Property in Community Redevelopment Area and Notice of Public Hearing
- Policy 2018-01

February 12, 2024

City of Winter Haven, Florida
Office of Economic Opportunity & Community Investment
451 Third Street NW
Winter Haven, FL 33881

To Whom It May Concern:

I am writing as a follow up to my proposal to once again express my interest in the property located at Lot 17, C.W. HARRINGTON SUBDIVISION (Polk County Property Appraiser Parcel ID No.26-28-21-580100-000170). This property is directly adjacent to my business, Dewdney Plaza.

Dewdney Plaza has been in operation for over 5 years. The plaza currently has 12 independent business owners that have successfully ran their operations, providing products, services and job opportunities to the community.

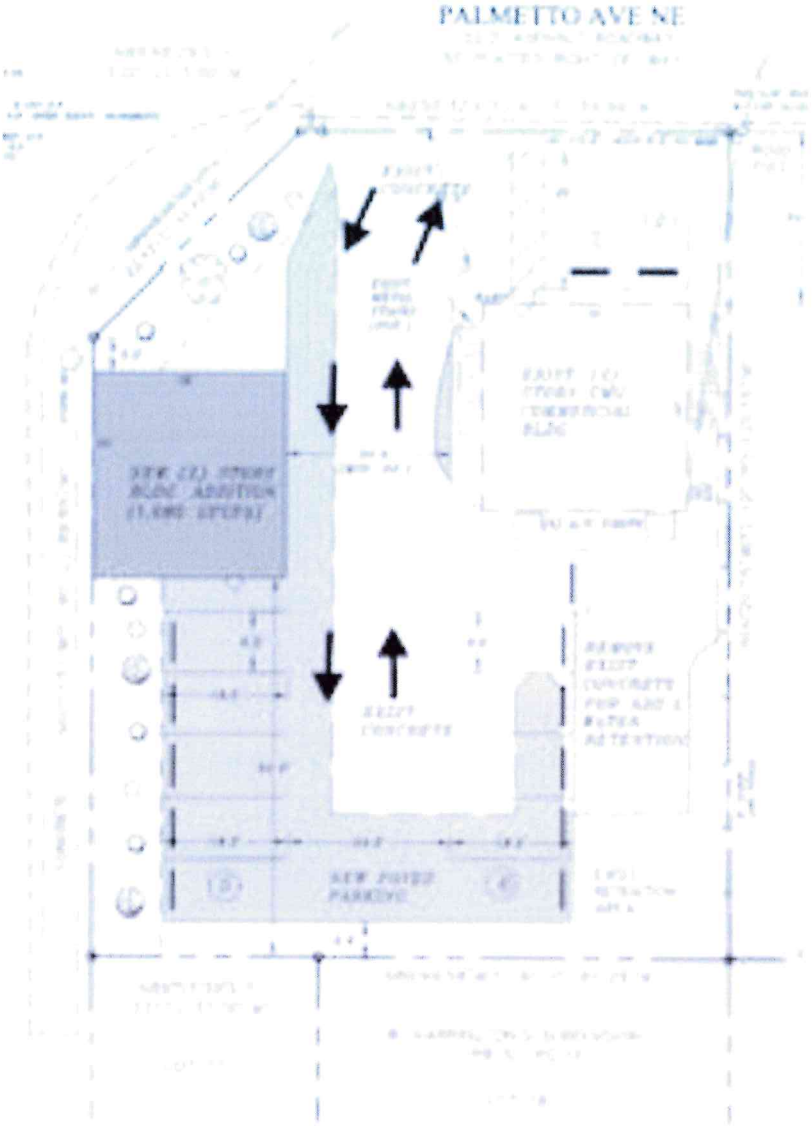
As a lifelong resident of Winter Haven, I have owned and operated multiple businesses throughout the city for more than 15 years. I plan to use Lot 17, along with my adjacent property, to expand Dewdney Plaza. This will include constructing 2 buildings. One building being a single story that will house Cheryl Cakes, an established business currently operating within Louise's Cafe at the Plaza. The other one being a two story residential apartment building, which will provide affordable housing with an emphasis and outreach to fire and public safety families. Please see the detailed site plan I have provided for your review.

In summary, because of the size of Lot 17, there are very limited options to enhance the property by itself. I believe the plans I provided will make good use of the property. I am prepared to pay a fair market value of up to $4000 for the lot. However, I am asking for your consideration in donating this property to me so I can continue the vision of improving Winter Haven and the Florence Villa area.

Sincerely,

Terry Dewdney
Dewdney Plaza
1654 1st Street NE
Winter Haven, FL 33881

863-287-8958
Tdewdney@yahoo.com


PALMETTO AVE NE

NOTICE OF INTENT TO DISPOSE OF REAL PROPERTY IN COMMUNITY REDEVELOPMENT AREA AND NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the CITY OF WINTER HAVEN, FLORIDA intends to enter into a contract to sell, lease or otherwise transfer the following described lands to a private redeveloper or any persons interested in undertaking to redevelop or rehabilitate pursuant to the Community Redevelopment Act of 1969, as amended, Section 163.380(3)(a) of the Florida Statutes, the Downtown Community Redevelopment Plan and/or the Florence Villa Community Redevelopment Plan:

1. Lot 17, C.W. HARRINGTON SUBDIVISION, according to the map or plat thereof recorded in Plat Book 5, Page 10, Public Records of Polk County, Florida, LESS AND EXCEPT right-of-way for First Street North

Polk County Property Appraiser Parcel ID No. 26-28-21-580100-000170; and,

2. Replat of amended plat of S Collage ADD PB 25 PG 31 in S29,T28 R26 BLK F that part desc as: COM SW COR SD BLK F N 02 DEG 33 MIN 45 SEC E 50.08 FT TO

Polk County Property Appraiser Parcel ID No. 26-28-29-634060-006030; together with,

3. Replat of amended plat of S Collage ADD PB 25 PG 31 in S29,T28 R26 BLK F less S 110 FT & less ADDL R/W for SR 555 as REC in OR 4268 PG 1003

Polk County Property Appraiser Parcel ID No. 26-28-29-634060-006020

(together the "Properties"). Any interested party may provide a written proposal to the CRA for disposition of the Properties in response to this notice. It is the intent of the City to consider disposition of properties 2 and 3, as identified above, together. To be timely received, a written proposal must be filed during business hours of the City of Winter Haven, Florida with the Office of Economic Opportunity & Community Investment at the Reception Desk, City of Winter Haven, Florida, 451 Third Street NW, Winter Haven, Florida 33881, or mailed to the City of Winter Haven, Florida, Office of Economic Opportunity & Community Investment, PO Box 2277, Winter Haven, FL 33833 within the time permitted by this notice. The period for filing a written proposal begins on the date of publication of this notice and ends at 5:00 P.M., February 16, 2024. Submittals received after this specified time and date or hand delivered at a location other than the Reception Desk at City of Winter Haven, Florida, 451 Third Street NW, Winter Haven, Florida 33881, will not be taken or considered.

A public hearing to consider the pending proposals for disposition of the Properties filed by Mr. Terry Dewdney and Mr. Bob Cameron, and to consider any other written proposal for disposition of the Properties filed in response to this notice, will be convened before the City Commission of the City of Winter Haven, Florida at 6:00PM, Monday, February 26, 2024, in the John Fuller Auditorium, City Hall, 451 Third Street NW, Winter Haven, Florida 33881. Please be advised that if you desire to appeal from any decisions made as a result of this hearing, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. If you are a person with a disability who needs an accommodation in order to participate in this hearing, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk at least 48 hours before the meeting at (863) 291-5600 to request assistance. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice).

The City of Winter Haven, Florida reserves the right to accept such proposal for disposition of the Properties that City deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act of 1969, as amended, the Downtown Community Redevelopment Plan, and the Florence Villa Community Redevelopment Plan. In addition, the City reserves all rights to waive any and all technical informalities in the notice, advertising and proposal process; to reject any and all responses received as not being in the public interest or being in furtherance of the purposes of the Community Redevelopment Act of 1969, the Downtown Community Redevelopment Plan, or the Florence Villa Community Redevelopment Plan; to re-advertise any notice of intent to dispose of real property or notice of public hearing; and to enter into any agreement, memorandum, contract, or series of contracts that the City may deem appropriate, without the need for further public notice or formal notification of intention. It is envisioned that no further notifications will be issued or required in the event a proposal for disposition of the Property is deemed to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act of 1969, as amended, the Downtown Community Redevelopment Plan, and the Florence Villa Community Redevelopment Plan.

CITY OF WINTER HAVEN, FLORIDA
Eric Labbe, Director of Economic Opportunity & Community Investment

CITY OF WINTER HAVEN
CITY COMMISSION POLICY
DISPOSITION OF SURPLUS CITY OWNED REAL ESTATE

POLICY NO.: 2018-01

POLICY TITLE: POLICY RELATING TO SALE, CONVEYANCE, AND/OR DISPOSITION OF SURPLUS CITY OWNED REAL ESTATE

WHEREAS, the City Commission has the authority to sell, convey, or dispose of City owned real estate which is not needed or suitable for municipal purposes; and

WHEREAS, the City's Procurement Manual specifically exempts real estate transactions from its application; and

WHEREAS, the City Commission has determined it to be desirable and beneficial for the citizens and residents of the City of Winter Haven to adopt a policy relating to the sale, conveyance, and/or disposition of surplus City owned real estate;

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN AS A POLICY OF THE CITY:

Sale, Conveyance, and/or Disposition of Surplus City owned Real Estate Policy

The following sets forth administrative policies and procedures that the City Manager will adhere to in the sale, conveyance, and/or disposition of any surplus City owned real estate.

1. Title must be solely vested in the City of Winter Haven and obtained by purchase, donation, quit claim deed, or foreclosure.

2. Real Estate Review

   As part of an overall management plan for the City's real estate assets, the City Manager will review the City's property inventory to determine which properties are no longer needed for public facilities or are surplus and whose disposition will provide a greater public benefit. A City owned property may become available for sale and/or disposition if:

   - The property is not currently used by a City department or does not support a municipal function.
   - The property is vacant and has no foreseeable use by the City.
   - The property is a non-performing or under-performing asset and

greater value can be generated by its sale and/or disposition.
- Significant economic development opportunities can be generated by selling and/or disposing of the property.

Factors to be considered in determining whether a property should be sold and/or disposed of include:

- Will the City be relieved of potential liabilities and/or cost of maintaining property that does not generate income or provide public benefit?
- Property tax increment that will be created by returning the properties to the tax rolls.
- Stimulation of the economy by providing opportunities for private sector investment.
- Generation of revenue for the City.
- The sale and/or disposition of the property will generate greater economic value than a ground lease, if a ground lease is a feasible option.

3. City owned properties that have been identified by the City Manager as candidates for sale and/or disposition will be presented to the City Commission for approval for disposition. If a property is of a type and location that would make a ground lease feasible, an economic analysis of the benefits of lease vs. sale will be conducted.

If the City Commission determines that the property may be sold and/or disposed, it shall authorize the City Manager to sell and/or dispose of the property for a price equal to or greater than a minimum price established by a current (less than six month old) appraisal performed by a competent real estate appraiser or under terms as determined by the City Commission which will be set forth in the enabling Resolution. The authorization to sell and/or dispose of the property will be valid for twelve months from the date of City Commission action. Provided however that, for properties with a tax assessable value of $100,000 or less, the fair market value determined by Polk County's Property Appraiser may be used as the fair market value of the property in lieu of an appraisal. If the tax assessable value of the property is in excess of $100,000, a fair market value may be as determined by a competent real estate appraiser. The City Manager, in his discretion, however, may obtain the services of a competent real estate appraiser, for any properties with less than a tax assessable value of $100,000.

If the property is divided into two or more parcels, the price of each parcel shall be prorated on the basis of an amount per square foot which shall be

determined by dividing the fair market value and/or the authorized purchase price by the total square footage of the property.

If the City Manager chooses to, after authorization from the City Commission, to proceed with a sale and/or disposition, the City Manager may either negotiate with a purchaser or post advertisements for competitive bids consistent with terms/parameters and in a manner deemed appropriate by the City Manager. If the City Manager determines to post an advertisement for competitive bids, the advertisement for such bids for the sale and/or disposition of the property shall be placed in a newspaper and/or publication with general circulation in Winter Haven and advertised and/or published in any other manner that the City Manager deems appropriate. The notice shall provide that the City may reject any and all bids and/or waive bidding irregularities.

The City Manager will report out on the price, terms and conditions of all transactions.

4. Any real property that cannot be used for development because of size limitations may be offered by the City Manager to an adjacent property owner based on the City Manager's discretion. If the City Manager elects to proceed in this manner then notification to adjacent property owners shall be made advising that the property is available for purchase and that the City will accept sealed bids from each adjacent owner. However, if one of the adjacent properties is smaller than the standard building lot (60 feet by 100 feet), the City Manager may, first, offer to sell it to the adjacent owner whose property is smaller than the standard building lot. If more than one of the adjacent properties is smaller than the standard building lot, the City Manager may subdivide the parcel and offer equivalent portions to each adjacent property owner. Notwithstanding the above, if only one adjacent property meets the City's existing zoning and land use requirements, the City Manager may sell directly to the owner of said property in accordance with paragraph 3 above.

5. In accordance with the provisions of Section 166.0451 of the Florida Statutes, property which will be used for the development of affordable housing for persons whose household income meets the requirements of an applicable Affordable Housing Program may be offered by the City Manager for sale and the proceeds may be used to purchase land for the development of affordable housing or to increase any funds that the City may earmark for affordable housing, or may be sold with a restriction that requires the development of the property as permanent affordable housing, or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the City

Manager may otherwise make the property available for use for the production and preservation of permanent affordable housing. Persons who are qualified for assistance under funding from the U. S. Department of Housing and Urban Development's Community Development Block Grant Program must have a total household income that is not more than 80% of the median income for the Lakeland-Winter Haven metropolitan statistical area (MSA). Persons who are qualified for assistance under funding from the State Housing Incentive Program (SHIP) must have a total household income that is not more than 120% of the median income for the Lakeland-Winter Haven metropolitan statistical area (MSA).

6. Method of Sale and/or Disposition

Properties may be sold and/or disposed by any method allowed by City Commission Policy and/or Resolution and applicable law, Charter and Code of Ordinances. This includes direct negotiation, request for proposal, listing with a broker, sealed bid, auction or other appropriate method as determined by the City Manager and approved by the City Commission. Possible method of sale and/or disposition for all properties will be included in the enabling resolution authorizing their sale and/or disposition.

7. Marketing

Subject to the provisions herein, it is the City Commission's intent that properties offered for sale and/or disposition shall receive the widest possible exposure to the open market place. This may be accomplished through direct marketing techniques, such as requests for proposals (RFPs), advertising, exposure through the real estate media, posting the property on the multiple listing service or any other appropriate method as determined by the City Manager. When appropriate, properties may be listed for sale with qualified real estate brokers as more specifically addressed in paragraph 8 below.

8. Real Estate Brokers

The City Manager may, with City Commission authorization, retain the services of a real estate broker, or may sell such surplus property without a real estate broker. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution authorizing the sale.
If real estate brokers are used to represent the City in the sale of its properties then each real estate broker will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other method that results in

the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a real estate broker, the City reserves the right to exclude from the listing agreement potential purchasers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

9. Easements

The City will receive current fair market value as determined by appraisal or by the City Commission for the removal of restrictive easements or access rights previously paid for and/or acquired by the City or other governmental agency or reserved in a sale of City property.

10. After negotiating an acceptable price and other terms, the City Manager shall obtain authorization from the City Commission to dispose of the property pursuant to an approved written sales contract. The City Attorney shall review and approve as to form all documents associated with any transaction including but not limited to the deed and appropriate closing documents to transfer title to the approved purchaser in accordance with all applicable provisions of law, City Charter and Code of Ordinances and Resolutions. The deed shall be signed by the Mayor and attested by the City Clerk. The City Manager or his designated representative shall sign all other required closing documents. The deed of conveyance may contain clauses which enable the City to reclaim or repurchase the property from the purchaser and/or its successor in title if the property is not developed in conformance with an appropriate site plan or is not developed within the time specified. The City recognizes that each parcel of property is unique unto itself. In order to ensure that each proposed purchase or development of City owned real estate significantly contributes to the surrounding neighborhood and/or promotes a goal of the City Commission, the City reserves the right (but is not obligated) to place other clauses in the deed of conveyance which will guarantee the community's interest in the proper and timely development of property.

11. A copy of the closing documents shall be provided to the City's Financial Services Director for proper disposition of the property from the City's Property Control records.

12. The policies and procedures contained herein are to be used for guidance only and are not intended to grant rights in any prospective purchaser of real property. The policies and procedures are subject to change in accordance with provisions of law.

APPROVED by motion at the regular meeting of the City Commission of the City of Winter Haven, Florida this 24th day of September, 2018.

CITY OF WINTER HAVEN

Mayor-Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: February 15, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager

FROM: Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: Disposition of City Owned Property within the Downtown CRA

BACKGROUND

Pursuant to inquiry by Mr. Bob Cameron regarding certain City owned properties, the City of Winter Haven published a Notice of Intent to Dispose of Real Property in Community Redevelopment Area and Notice of Public Hearing in the Winter Haven Sun on January 17, 2024.

Mr. Cameron provided a written proposal (via email) on January 12, 2024 for the purchase of two (2) parcels located within the Downtown CRA. The parcel identification numbers are:

- 26-28-29-634060-006030; and
- 26-28-29-634060-006020

Together the parcels total approximately .18 acres and are located south of the intersection of US Highway 17 and 6th Street SW.

Mr. Cameron has offered $25,000 and plans to pursue entitlement and construction of a small retail shop consisting of bicycle sales and rental.

The Polk County Property Appraiser lists the combined current Just Market Value of the properties at $34,632.

Staff does not anticipate any future City utilization of this property.

No other offers were received.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request. In addition to the purchase price, additional ad valorem taxes would be generated from the sale of the property and construction of the proposed retail store.

RECOMMENDATION

Staff recommends the City Commission accept Mr. Cameron's proposal and authorize the City Manager to negotiate a purchase and sale contract consistent with Mr. Cameron's offer and Policy 2018-01 (Disposition of Surplus City Owned Real Estate), and take any further actions necessary thereto.

ATTACHMENT

- Written offer by Mr. Cameron
- Notice of Intent to Dispose of Real Property in Community Redevelopment Area and Notice of Public Hearing
- Policy 2018-01

From: Bob Cameron
To: Eric Labbe
Subject: Re: Disposition of Property in a CRA
Date: Friday, January 12, 2024 2:45:40 PM
Attachments: image003.png

CAUTION: This email originated OUTSIDE of City of Winter Haven. ***DO NOT CLICK LINKS or OPEN ATTACHMENTS*** unless you recognize the sender and know the content is safe.

Mr. Eric Labbe,

Thank you for sending me the ad for the property sale, appreciate the assistance to date.

The intentions for the property, (*noted as parcels 26-28-29-634060-006030 / 26-28-29-634060-006020*); on successful completion are as follows:

- Immediately apply for C1 entitlements to the City of Winter Haven.
- Construct a small retail building, along with limited parking for vehicles and staff.
- Proposed usage would be a bicycle sale and rental store.

The Offer price is $25,000 payable in cash at closing, taking the property in an as-is condition and reflecting the lack of entitlement currently for the combined parcels.

Please contact me if you have any questions or require any additional information.

Regards

Bob Cameron

Sent from my iPhone

> On Jan 12, 2024, at 11:44 AM, Eric Labbe <elabbe@mywinterhaven.com> wrote:
>
> Bob,
>
> Attached is the ad for the property sale. It is coupled with a piece of property that Terry Dewdney wishes to purchase in the Florence Villa CRA. Please send me a written description of what you intend to do with the property and proposed purchase price.
>
> Sincerely,
>
> **<image003.png>**
>
> **Eric Labbe, AICP**

DIRECTOR OF ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT

P 863.291.5600
C 863.232.6466

elabbe@mywinterhaven.com

<CityofWinterHavenNOIDisposal_011124_5x12_NW .pdf>

NOTICE OF INTENT TO DISPOSE OF REAL PROPERTY IN COMMUNITY REDEVELOPMENT AREA AND NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the CITY OF WINTER HAVEN, FLORIDA intends to enter into a contract to sell, lease or otherwise transfer the following described lands to a private redeveloper or any persons interested in undertaking to redevelop or rehabilitate pursuant to the Community Redevelopment Act of 1969, as amended, Section 163.380(3)(a) of the Florida Statutes, the Downtown Community Redevelopment Plan and/or the Florence Villa Community Redevelopment Plan:

1. Lot 17, C.W. HARRINGTON SUBDIVISION, according to the map or plat thereof recorded in Plat Book 5, Page 10, Public Records of Polk County, Florida, LESS AND EXCEPT right-of-way for First Street North

Polk County Property Appraiser Parcel ID No. 26-28-21-580100-000170; and,

2. Replat of amended plat of S Collage ADD PB 25 PG 31 in S29,T28 R26 BLK F that part desc as: COM SW COR SD BLK F N 02 DEG 33 MIN 45 SEC E 50.08 FT TO

Polk County Property Appraiser Parcel ID No. 26-28-29-634060-006030; together with,

3. Replat of amended plat of S Collage ADD PB 25 PG 31 in S29,T28 R26 BLK F less S 110 FT & less ADDL R/W for SR 555 as REC in OR 4268 PG 1003

Polk County Property Appraiser Parcel ID No. 26-28-29-634060-006020

(together the "Properties"). Any interested party may provide a written proposal to the CRA for disposition of the Properties in response to this notice. It is the intent of the City to consider disposition of properties 2 and 3, as identified above, together. To be timely received, a written proposal must be filed during business hours of the City of Winter Haven, Florida with the Office of Economic Opportunity & Community Investment at the Reception Desk, City of Winter Haven, Florida, 451 Third Street NW, Winter Haven, Florida 33881, or mailed to the City of Winter Haven, Florida, Office of Economic Opportunity & Community Investment, PO Box 2277, Winter Haven, FL 33833 within the time permitted by this notice. The period for filing a written proposal begins on the date of publication of this notice and ends at 5:00 P.M., February 16, 2024. Submittals received after this specified time and date or hand delivered at a location other than the Reception Desk at City of Winter Haven, Florida, 451 Third Street NW, Winter Haven, Florida 33881, will not be taken or considered.

A public hearing to consider the pending proposals for disposition of the Properties filed by Mr. Terry Dewdney and Mr. Bob Cameron, and to consider any other written proposal for disposition of the Properties filed in response to this notice, will be convened before the City Commission of the City of Winter Haven, Florida at 6:00PM, Monday, February 26, 2024, in the John Fuller Auditorium, City Hall, 451 Third Street NW, Winter Haven, Florida 33881. Please be advised that if you desire to appeal from any decisions made as a result of this hearing, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. If you are a person with a disability who needs an accommodation in order to participate in this hearing, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk at least 48 hours before the meeting at (863) 291-5600 to request assistance. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service at (800) 955-8771 (TDD) or (800) 955-8770 (Voice).

The City of Winter Haven, Florida reserves the right to accept such proposal for disposition of the Properties that City deems to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act of 1969, as amended, the Downtown Community Redevelopment Plan, and the Florence Villa Community Redevelopment Plan. In addition, the City reserves all rights to waive any and all technical informalities in the notice, advertising and proposal process; to reject any and all responses received as not being in the public interest or being in furtherance of the purposes of the Community Redevelopment Act of 1969, the Downtown Community Redevelopment Plan, or the Florence Villa Community Redevelopment Plan; to re-advertise any notice of intent to dispose of real property or notice of public hearing; and to enter into any agreement, memorandum, contract, or series of contracts that the City may deem appropriate, without the need for further public notice or formal notification of intention. It is envisioned that no further notifications will be issued or required in the event a proposal for disposition of the Property is deemed to be in the public interest and in furtherance of the purposes of the Community Redevelopment Act of 1969, as amended, the Downtown Community Redevelopment Plan, and the Florence Villa Community Redevelopment Plan.

CITY OF WINTER HAVEN, FLORIDA
Eric Labbe, Director of Economic Opportunity & Community Investment

CITY OF WINTER HAVEN
CITY COMMISSION POLICY
DISPOSITION OF SURPLUS CITY OWNED REAL ESTATE

POLICY NO.: 2018-01

POLICY TITLE: POLICY RELATING TO SALE, CONVEYANCE, AND/OR DISPOSITION OF SURPLUS CITY OWNED REAL ESTATE

WHEREAS, the City Commission has the authority to sell, convey, or dispose of City owned real estate which is not needed or suitable for municipal purposes; and

WHEREAS, the City's Procurement Manual specifically exempts real estate transactions from its application; and

WHEREAS, the City Commission has determined it to be desirable and beneficial for the citizens and residents of the City of Winter Haven to adopt a policy relating to the sale, conveyance, and/or disposition of surplus City owned real estate;

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN AS A POLICY OF THE CITY:

Sale, Conveyance, and/or Disposition of Surplus City owned Real Estate Policy

The following sets forth administrative policies and procedures that the City Manager will adhere to in the sale, conveyance, and/or disposition of any surplus City owned real estate.

1. Title must be solely vested in the City of Winter Haven and obtained by purchase, donation, quit claim deed, or foreclosure.

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determined by dividing the fair market value and/or the authorized purchase price by the total square footage of the property.

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Manager may otherwise make the property available for use for the production and preservation of permanent affordable housing. Persons who are qualified for assistance under funding from the U. S. Department of Housing and Urban Development's Community Development Block Grant Program must have a total household income that is not more than 80% of the median income for the Lakeland-Winter Haven metropolitan statistical area (MSA). Persons who are qualified for assistance under funding from the State Housing Incentive Program (SHIP) must have a total household income that is not more than 120% of the median income for the Lakeland-Winter Haven metropolitan statistical area (MSA).

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7. Marketing

Subject to the provisions herein, it is the City Commission's intent that properties offered for sale and/or disposition shall receive the widest possible exposure to the open market place. This may be accomplished through direct marketing techniques, such as requests for proposals (RFPs), advertising, exposure through the real estate media, posting the property on the multiple listing service or any other appropriate method as determined by the City Manager. When appropriate, properties may be listed for sale with qualified real estate brokers as more specifically addressed in paragraph 8 below.

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The City Manager may, with City Commission authorization, retain the services of a real estate broker, or may sell such surplus property without a real estate broker. The authorization to utilize the services of a real estate broker will be contained in the enabling resolution authorizing the sale.
If real estate brokers are used to represent the City in the sale of its properties then each real estate broker will be selected for individual assignments through Requests for Proposals (RFP) or Requests for Qualifications (RFQ) and a subsequent bid or other method that results in

the City receiving the services of a qualified broker at the best value to the City. The maximum approved commission rate will be contained in the enabling resolution for the property's sale. If the property is listed with a real estate broker, the City reserves the right to exclude from the listing agreement potential purchasers whose interest in purchasing a subject property has been made a part of the record prior to the execution of such agreement.

9. Easements

The City will receive current fair market value as determined by appraisal or by the City Commission for the removal of restrictive easements or access rights previously paid for and/or acquired by the City or other governmental agency or reserved in a sale of City property.

10. After negotiating an acceptable price and other terms, the City Manager shall obtain authorization from the City Commission to dispose of the property pursuant to an approved written sales contract. The City Attorney shall review and approve as to form all documents associated with any transaction including but not limited to the deed and appropriate closing documents to transfer title to the approved purchaser in accordance with all applicable provisions of law, City Charter and Code of Ordinances and Resolutions. The deed shall be signed by the Mayor and attested by the City Clerk. The City Manager or his designated representative shall sign all other required closing documents. The deed of conveyance may contain clauses which enable the City to reclaim or repurchase the property from the purchaser and/or its successor in title if the property is not developed in conformance with an appropriate site plan or is not developed within the time specified. The City recognizes that each parcel of property is unique unto itself. In order to ensure that each proposed purchase or development of City owned real estate significantly contributes to the surrounding neighborhood and/or promotes a goal of the City Commission, the City reserves the right (but is not obligated) to place other clauses in the deed of conveyance which will guarantee the community's interest in the proper and timely development of property.

11. A copy of the closing documents shall be provided to the City's Financial Services Director for proper disposition of the property from the City's Property Control records.

12. The policies and procedures contained herein are to be used for guidance only and are not intended to grant rights in any prospective purchaser of real property. The policies and procedures are subject to change in accordance with provisions of law.

APPROVED by motion at the regular meeting of the City Commission of the City of Winter Haven, Florida this 24th day of September, 2018.

CITY OF WINTER HAVEN

Mayor-Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

DATE: February 20, 2024

TO: Honorable Mayor and City Commissioners

FROM: T. Michael Stavres, City Manager

SUBJECT: Winter Haven Regional Airport – Airport Advisory Committee

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BACKGROUND

The City Commission established the Airport Advisory Committee (AAC) via adoption of Ordinance O-13-04 in February 2013. The AAC was further re-established in 2016 via adoption of Ordinance O-16-07. On May 22, 2023, the City Commission passed Ordinance O-23-14, amending Chapter 2, Article II, Sections 2-69 through 2-71 as they pertain to the AAC.

Section 2-71 (5) as amended states the following: "*Each member of the AAC shall attend, in person or virtually, a minimum of two-thirds (66%) of the meetings held each calendar year. A review of committee member attendance shall be conducted at the conclusion of each calendar year; and members who do not comply with the minimum attendance requirements, may have their appointments rescinded at the discretion of the City Commission*."

AAC Chair Bruce Lyon completed a review for the 2023 calendar year and noted two members who did not meet the minimum attendance requirements, Eric Crump and Jeff Donalson. Mr. Crump's appointment to the AAC was as an ex-officio member representing the Polk State College Aerospace program. His employment changed during the year, which directly impacted his capacity to attend as an ex-officio member. Mr. Lyon recommends Mr. Crump be replaced by Mr. Brian Hughes, who oversees the Winter Haven High School Aerospace program. There is not a specified term for the ex-officio position.

Mr. Donalson only attended 5 of the 12 regular meetings. Mr. Lyon recommends Mr. Donalson be removed from the AAC and be replaced with Mr. Alan Anderson for the remainder of the current term which is set to expire August 8, 2024. Mr. Anderson presently serves as an alternate on the AAC and attended all but one of the 2023 meetings.

Staff has reviewed the attendance report submitted by Mr. Lyon and supports his recommendation for the removal of Mr. Donalson and Mr. Crump and the subsequent appointment of Mr. Hughes and Mr. Anderson.

FINANCIAL IMPACT

There is no financial impact associated with this action.

RECOMMENDATION

Staff recommends the City Commission remove Mr. Jeff Donalson and Mr. Eric Crump from the Airport Advisory Committee and appoint Mr. Alan Anderson as an official member and Mr. Brian Hughes as an ex-officio member.

ATTACHMENT

- Memorandum from AAC Chair Bruce Lyon (February 8, 2024)

MEMORANDUM

February 8, 2024

TO: T. Michael Stavres, City Manager

FROM: Bruce Lyon, Chair, Winter Haven Airport Advisory Committee

CC: Nathaniel J. Birdsong, Jr, Mayor
M.J. Carnevale, Deputy City Manager
Troy Heidel, Airport Director
Brian Yates, Mayor Pro Tem and City Commission Liaison to AAC

Re: Winter Haven Airport Advisory Committee (AAC) Annual Attendance

City advisory committees are liaisons between the various parties represented by the committee members and the agency itself. Participation as a member is typically a personal and professional privilege enabled by appointment from the City Commission. Advisory Committees create a systematic opportunity for the members to offer technical guidance and professional insight and wisdom towards the implementation of public policies for the good of the community.

In preparation for each monthly AAC meeting, airport staff work diligently to prepare agendas to guide the discussion of outstanding matters. Notes are taken and minutes are developed and approved monthly. Guest speakers are periodically invited to address the AAC on various matters related to airport business and operations and there is always an opportunity for members of the public to speak.

AAC members (and by extension, their employers) commit time and effort during regular workdays to participate in the meetings. At times throughout the year members make extra effort to participate, via telephonic connection or Zoom, when their availability conflicts with the meeting dates/times. Overall, an immense amount of time and effort goes into the preparation, management and execution of these meetings – all for the good of the airport, tenants, flying community and the Winter Haven community – at the request of City Commission.

Advisory committees achieve their most when they benefit from active, consistent and reliable participation by the members. This is of utmost importance. In the case of the Winter Haven Airport Advisory Committee, the 2023 participation of the Advisory Committee members was very good with 85% participation among voting members. Meetings were held on a monthly basis in Jack Brown's Conference Room at the Winter Haven Airport terminal at dates and times agreed to by the members. Unfortunately, one member missed more than half of the monthly meetings. The ex officio member, due to change in employment, was unable to attend any of the meetings in 2023. This lack of participation resulted in discontinuity of meetings and gaps in awareness of topics on the agenda. It also indicates a lack of interest or availability to participate and fulfill one's commitment and obligation to the City Commission, especially considering the telephonic and Zoom options that are available at each meeting.

The City Commission recently adopted Ordinance O-23-14 on May 22, 2023 that revised a number of matters for the AAC, including creating an attendance requirement for all members. This attendance requirement was requested by the AAC itself because of ongoing attendance issues that negatively impacted the operations and continuity of the AAC. The attendance requirement, which was reviewed multiple times by the AAC and endorsed by the AAC prior to presentation and approval by the City Commission, requires appointed members to attend "a minimum two-thirds (66%) of the meetings held each calendar year." The Ordinance further indicates it is the City Commission's responsibility to remove the members that fail to meet the minimum requirement.

The below table represents the AAC members' attendance during the 2023 calendar year. Upon your review, you will find that Jeff Donalson and Eric Crump failed to meet the Commission's required participation goal for retention and should be removed and replaced. While it's unfortunate that these members were unable to participate sufficiently to comply with the Ordinance, the five remaining members of the AAC achieved over a 93% attendance rate (56/60). It will be important to replace those that have been unable to meet the City Commission's requirement, otherwise there will be increased risk of low attendance, lower participation rates and lower performance by the AAC. With millions in new investments being committed and deployed to Winter Haven Airport, high participation rates of the AAC members will be paramount.

Winter Haven Airport Advisory Committee Attendance 2023				
Members	**# of Meetings Attended**	**Total Meetings**	**% Attendance**	**Met 66% requirement?**
Bruce Lyon	12	12	100%	YES
Eddie McGuire	11	12	92%	YES
Ben Shipps	12	12	100%	YES
Jeff Donalson	**5**	**12**	**42%**	**NO**
Tim Hubble	10	12	83%	YES
Alan Anderson (alternate)	11	12	92%	YES
	61	**72**	**85%**	
EX OFFICIO				
Eric Crump*	**0**	**12**	**0%**	**NO**
	0	12	0%	
* Mr. Crump was appointed to represent Polk State College Aerospace but has since changed employers and is unable to participate				

New Member Options:
While there is a new member process defined in O-23-14, there are two logical replacement members that might be appropriate for consideration by the City Commission, Mr. Alan Anderson and Mr. Brian Hughes. Mr. Anderson has dutifully served as an alternate AAC member at the appointment of the City Commission for the past several years. In 2023 Mr. Anderson attended 92% of the AAC meetings. He is

an active participant during the meetings and consistently contributes his time and energy as an alternate member. Appointing Mr. Anderson as a regular member would be both a wise use of limited volunteer resources and an appropriate acknowledgement of his previous and ongoing commitment to Winter Haven Airport.

A logical replacement for Mr. Crump would be Mr. Hughes from Winter Haven High School's Aerospace program. Mr. Hughes is a dedicated educator in aviation/aerospace, and he has unwavering support for the success of the WHHS program and the Winter Haven Airport. His appointment to the Advisory Committee would continue to strengthen the ties between the airport and the high school, which will be more and more important in the future as both grow and develop.