WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, June 24, 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** - Pastor Drew Bennett, Redeemer City Church

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

5. **PRESENTATIONS**

   5.A **"Parks and Recreation Month" Proclamation - Julie Adams, Parks, Recreation and Culture Director**

   Staff Contact: *Julie Adams, Parks, Recreation and Culture Department Director, jadams@mywinterhaven.com*

   Proclamation

   5.B **State Housing Initiatives Partnership (SHIP) Program update**

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

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

   7.A **May 28, 2024, Regular City Commission Meeting Minutes**

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

   2024-05-28 DRAFT Regular City Commission Meeting Minutes with Link and Attachment

   7.B **June 5, 2024, City Commission Agenda Review Session Meeting Minutes**

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

   2024-06-05 DRAFT Agenda Review Session Minutes with Link

8. **COMMENTS FROM THE AUDIENCE**

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

9.A **O-24-27 - Voluntary annexation of 2400 Avenue E, SW**

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

Summary - Ordinance O-24-27
O-24-27

9.B **O-24-29 - Administrative request to annex that portion of West Lake Eloise Drive lying between Lake Eloise Terrace and Hidden Oaks Drive**

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

Summary - Ordinance O-24-29
O-24-29

10. CONSENT AGENDA

10.A **Design Build Contract with Whitehead Construction Inc. Fire Station #5**

Staff Contact: *Charles Bird, Assistant City Manager - Public Safety, cbird@mywinterhaven.com*

Summary - Fire Station 5 Design Phase Contract with Whitehead Construction
Whitehead Construction Design Phase Proposal (May 1, 2024)
Notice of Formal Acceptance of the Design Price Proposal - Fire Station 5

10.B **Purchase of AED Equipment**

Staff Contact: *Donald Nunnery, Captain, dnunnery@mywinterhaven.com*

Summary - Purchase of AED Equipment
Philips AED Quote

10.C **Authorization for Travel & Training - Florida League of Cities (FLC) Annual Conference (Birdsong, Yates, Mercer, Dollison, Stavres & Hill)**

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

Summary - Travel & Training FLC 2024 Conference
2024 FLC Conference Information

10.D **Authorization for Travel and Training - International City Manager's Association (ICMA) Annual Conference (Stavres & Carnevale)**

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

Summary - Travel & Training ICMA 2024 Conference
ICMA Conference Information

10.E **Florida Acquisition and Appraisal Inc. Agreement**

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

Summary - Florida Acquisition and Appraisal Inc. Agreement
Florida Acquisition and Appraisal proposal

10.F **Lake Idyl Sediment Inactivation Project FDEP Grant Application**

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

Summary - Lake Idyl Sediment Inactivation Project Grant Application
Lake Idyl Sediment Inactivation Project Plan

10.G **Lake Idyl Stormwater Improvement Project - Phase 1 Grant Application**

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

Summary - Lake Idyl Stormwater Improvement Project Phase 1 Grant Application
Winter Haven Watershed Management Plan Report Excerpts

10.H **Lake Silver Shoreline Stabilization Project - Florida Fish and Wildlife Conservation Commission Agreement**

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

Summary - Lake Silver Shoreline FWC Grant Agreement
Lake Silver Shoreline Protection Project - FWC Agreement 23236
Lake Silver Shoreline Protection Project Scope of Work
Lake Silver Shoreline Protection Project Design

10.I **Wetlands Restoration and Protection Grant Application**

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

Summary - FDEP Wetlands Restoration and Protection Grant Application
Parcel Map

11. RESOLUTION(S)

11.A **R-24-28 - Civilian Oversight Board Resolution**

Staff Contact: *David Brannan, Chief of Police, dbrannan@mywinterhaven.com*

Summary - Resolution R-24-28
R-24-28
Civilian Oversight Board Resolution R-24-28 Repeal Res R-21-10

11.B **R-24-29 - Accepting Rights of Way Deed**

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

Summary - R-24-29
R-24-29 Accepting ROW Deed

12. ORDINANCE(S) - FIRST READING

12.A **O-24-22 - Request by Landmark Investments, Inc. to amend a portion of Planned Unit Development Ordinance O-89-04 (800 Havendale Boulevard)**

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

Summary - Ordinance O-24-22
O-24-22

13. NEW BUSINESS

13.A **2024 Florida League of Cities (FLC) Voting Delegate Designation**

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

Summary - Designation of voting delegate for Florida League of Cities (FLC) 2024 Annual Conference
2024 Florida League of Cities Annual Conference Voting Delegate Information

13.B **Local Government Verification of Contribution Loan Form for Affordable Housing**

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

Summary - Local Government Verification of Contribution Loan Form
Local Government Verification of Contribution Form

13.C **Agreement for Sale and Purchase of Real Property Historic Ritz Theatre, Inc.**

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

Summary - Purchase Sale Agreement for Ritz Theatre
Agreement for Sale and Purchase of Real Property - Ritz Theatre

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, parks and recreation programs enhance our quality of life by contributing to healthy lifestyles, community-building, economic development and environmental sustainability; and

WHEREAS, parks & recreation facilities and activities have become essential to our community's mental and physical fitness; and

WHEREAS, parks and recreation programs boost the economy, enhance property values, attract new businesses, increase tourism, and reduce crime; and

WHEREAS, parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water, and preserve plants and wildlife; and

WHEREAS, recreation, therapeutic recreation, and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

WHEREAS, celebrating our achievements and successes and preparing for Florida and Winter Haven's future are all key components of parks and recreation; and

WHEREAS, the State of Florida and the City of Winter Haven recognizes the benefits derived from dedicated, passionate public and private recreation professionals and park resources at the local and state levels.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby extend greetings, best wishes, and declare July 2024, as

"Parks And Recreation Month"

in the City of Winter Haven and urge all citizens with all of the quality-of-life benefits essential to sustained happiness and healthy well-being.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 24th day of June, 2024.



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: Tuesday, May 28, 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:a39d426d-44f4-488b-a504-384332109a3b
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. and noted that Commissioner Mercer would be absent.

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; Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Public Affairs and Communications Director Katrina Hill; and Parks, Recreation, and Culture Director Julie Adams; Chief Financial Officer Colleen "CJ" Scott; and Winter Haven Regional Airport Director Troy Heidel.

3. **INVOCATION** – Apostle Willie Mincey - True Holiness Tabernacle

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

5. **PRESENTATION(S)**

A. "LGBTQ+ Pride Month" Proclamation - Abigail Workman, Polk Pride

City Manager Stavres read aloud the proclamation declaring June 2024, as "LGBTQ+ Pride Month" in the City of Winter Haven. Scott Guira, from Polk Pride Florida and alongside Abigail Workman, thanked the City and invited everyone to Polk Pride in Lakeland on June 15, 2024.

B. Presentation of Actuarial Valuations for the City of Winter Haven Pension Plans

Chief Financial Officer Scott gave an *Actuarial Valuations for the City of Winter Haven Pension Plans* PowerPoint presentation *(see link/attached)*.

Commissioner Dantzler expressed his discomfort between the police and fire pensions and that the fire pension seemed more advantageous than the police pension. He described various years of service scenarios and inquired on if the pensions would be similar. CFO Scott said that fire had a 3.8% multiplier for each year of service and police had 3.5%. City Manager Stavres said that this was how the pension plans were structured and that the pay and hours were different, which he explained further. He added that given the way that the City staffed and demands, there were incentives and greater opportunities with Fire staff that were not available for Police staff, which he explained in more detail. CFO Scott noted that salaries, investment income, rate of return also added to this.

DRAFT

Discussion ensued regarding assumptions where the employee rate was fixed and the City's was varied.

City Manager Stavres reported that things were good overall with the pension plans.

Mayor Pro Tem Yates discussed a 4% rate of return and inquired where the City was at in the last two years. CFO Scott said she would get back to him with this information. Mayor Pro Tem Yates want on to explain how if the last two years were far greater than 4%, it would be a safe assumption that if bad years rolled off and assuming that things continued to roll forward and the City had higher gains, did that potentially put the City in the position of having to contribute less as the previous years rolled off, which he explained further. He was hopeful that the City would pay less because the gains were higher. CFO Scott concurred and said that the City did an evaluation every year and that this year the City prepaid a little too much on the fire and police pensions so that was a benefit to the City and then the General Fund was about $24,000 short so they just trued that up.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. May 8, 2024, City Commission Agenda Review Session 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

Steve Tabb, 105 Sugar Creek Road in Winter Haven, said he represented the pickleball community and asked how they could partner up with the City to expand more pickleball opportunities. He explained the advantages and popularity of the sport, fundraising, and how there were no facilities to accommodate everyone playing. He also said he was told to write the City and that he had also received a response, both of which he distributed to the Commission *(see attached)*.

Margaret Gasperson, 32 Saint Kitts Circle in Winter Haven, spoke in support of pickleball. She said that getting additional outdoor courts would be great, but inside courts would be better. She also discussed issues, advantages, shortcomings, and needs in detail.

Mark Hill *(no address given)* spoke in support of pickleball courts.

Charles Landry, 1116 Shoreline Way in Winter Haven, spoke in support of pickleball courts, especially for an indoor court.

City Manager Stavres said that Parks, Recreation and Culture Department staff were aware of the pickleball needs and reported that Parks, Recreation and Culture Director Adams and members of her team, through their master planning process going on right now, were exploring opportunities. He added that he and Commissioner Dantzler had also had a number of conversations on this to include potential locations where they thought this could occur. It was a question of negotiating engagements with property owners, which he explained further. He also expressed support with the thoughts shared by the group on how to accommodate when possible within the Advent Health FieldHouse and Conference Center, which needed to be explored, but may have already been looked at by Director Adams. Lastly, he said that he would report back to the Commission and share with the pickleball enthusiasts.

Discussion ensued regarding shade structures, the potential use of the Tennis Center after it closed to accommodate pickleball for an immediate solution, "pickleball only" hours, and other location options.

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

A. O-24-25 - Voluntary annexation of a parcel generally located north of Highway 540 West, east of King Road, and south of Crosstower Drive

City Attorney Murphy read Ordinance O-24-25 by title only. City Manager Stavres said there had been no changes to this item since first reading.

Motion by Mayor Pro Tem Yates to approve Ordinance O-24-25 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-24-26 - Ordinance Amending Ordinance O-24-21 appropriating surplus funds for Construction Projects

City Attorney Murphy read Ordinance O-24-26 by title only. City Manager Stavres said there had been no changes to this item since first reading.

Motion by Commissioner Mercer to approve Ordinance O-24-26 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-24-28 - Authorizing the City Manager or his designee to opt in or out of any declared Polk County Fire Department Burn Bans within the municipal limits of the City of Winter Haven

City Attorney Murphy read Ordinance O-24-28 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-24-28 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.

Discussion ensued regarding Polk County issuing their burn ban, where the City of Winter Haven was included, and which was confirmed with Fire Operations Chief Mike Waters.

Motion carried 5:0.

10. CONSENT AGENDA

A. Polk County Library Cooperative Interlocal Agreement

B. Lake Elbert Trail Project Change Order #1: Retired Gravity Sewer Pipe Removal

C. Agreement for Purchase and Sale of Real Property (PSA), 500 4th Street, East

D. Rehabilitation and repair of North Clarifier at WWTP #3 - Change Order #1

E. Release of Reservation and Right of Entry

F. Acceptance of the Actuarial Valuations for the City of Winter Haven General Employees' Pension Plan, Police Officers Retirement System Plan, and the Firefighters' Retirement System Plan

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-24-26 - Request by CW-Sunset LLC for final plat approval of the Sunset Hills Subdivision Plat

City Attorney Murphy read Resolution R-24-26 by title only and Economic Development and Community Investment Director Labbe presented.

Discussion ensued regarding total cost, length, sidewalks, and neighboring schools.

Motion by Mayor Pro Tem Yates to approve Resolution R-24-26.

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.

Discussion ensued regarding this road having had issues.

Jeffrey Miller, 1582 Marshall Road SW in Winter Haven, asked if a traffic light would be added on State Road 544 / Lucerne Park Road. Mayor Birdsong noted that the Florida Department of Transportation (FDOT) owned this road and there would be improvements. City Manager Stavres confirmed that traffic solutions were in the FDOT work project. Director Labbe said that there were plans regarding the Old Lucerne Park Road and S.R. 544 tie in.. City Manager Stavres told Mr. Miller that staff would obtain his information and get a clear update from FDOT on what their interests were with that and share with him.

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

Motion carried 5:0.

B. R-24-27 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for installation of emergency generators at Winter Haven Regional Airport

City Attorney Murphy read Resolution R-24-27 by title only and Winter Haven Regional Airport Director Troy Heidel presented. City Manager Stavres provided additional information.

Motion by Commissioner Mercer to approve Resolution R-24-27.

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 – None

13. NEW BUSINESS

A. Guaranteed Maximum Price Amendment for the Winter Haven Recreational and Cultural Center (WHRCC) Reconstruction Project with Collage Design and Construction Group, Inc. (RFQ-21-10)

City Manager Stavres presented this item as detailed in the fact sheet.

Commissioner Dollison inquired about the timeline. City Manager Stavres said approximately 17 months for construction to start July 2024 and completion hopefully by December 2025.

Motion by Commissioner Dantzler to approve the Guaranteed Maximum Price Amendment for the Winter Haven Recreational and Cultural Center (WHRCC) Reconstruction Project with Collage Design and Construction Group, Inc. (RFQ-21-10).

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this item 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.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended the Girls Inc. *She Knows Where She Is Going* Awards; attended the Winter Haven High School (WHHS) Graduation where he handed out diplomas; and attended the New Employee "Welcome to Winter Haven Day" Luncheon where he gave greetings. He described how much the Advent FieldHouse and Conference Center was being used which was great so it was not a good idea to displace groups, such as basketball, that were using the facility. Lastly, he asked about the cleanup of lily pads and overgrown vegetation so the lake could be activated. Discussion ensued.

Commissioner Mercer reported the following: attended the Public Safety Leadership Graduation; attended the WHHS Graduation and almost half of the students had sashes, which meant they had straight As or all B's.; attended the New Employee "Welcome to Winter Haven Day" Luncheon; said that the Greater Winter Haven Chamber of Commerce showcased Crews Bank and Trust; and attended the Polk Transportation Organization (TPO) Advisor Network Community Forum at the Polk County Tourism and Sports Marketing headquarters in Auburndale.

Commissioner Dollison reported the following: attended the Lake Conine Recreation Project Construction Community Open House [at the Wilfred Smith Resource Center]; attended the 100th birthday party for Annie Davis; attended the funeral service of Dr. Gay Henry who was a retired major of the Winter Haven Police Department; attended the WHHS Graduation; attended the Girls Inc. *She Knows Where She Is Going* Awards; attended the ribbon cutting for A & E Auto Body, Inc.; attended the New Employee "Welcome to Winter Haven Day" Luncheon; shared first time homeowners and State Housing Initiatives Partnership (SHIP) information at his church and it was a full house; and held a picnic for the residents at the new Florence Villa Place to welcome them and some visited his church on Sunday after. Lastly, he thanked the City for being inclusive of all residents. He added that we all had differences which helped us grow and that people trying to exclude is not in the best interest of the City.

Mayor Pro Tem Yates reported the following: attended the Florida League of Cities (FLC) Federal Action Strike Team (FAST) Fly-In last week and said he was able to tune in what the City had gone through so far with Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS), spoke about flood insurance, and streamlining the grant process, which he discussed in more detail. He hoped it would get streamlined in Washington to hopefully be at a level where the City could secure a few grants before exceeding the limits. Additionally, he thanked the Commission's confidence in sending him up there where there were great discussions in every meeting whether the Congressional or Senate leader was from our area or not. He was able to tie projects and matters back to the Winter Haven story so he thought that gave the City much value and said everyone knew what was going on in Winter Haven, which was something to be proud of.

Mayor Birdsong reported the following: attended the Girls Inc. *She Knows Where She Is Going* Awards; attended the Crews Bank and Trust showcase; attended the Winter Haven High School (WHHS) Graduation; attended the ribbon cutting for the Watson Clinic Orthopedics; said he was Chairman of the Central Florida Regional Planning Council (CFRPC) and that they had a Finance Committee Meeting; attended the funeral service for Dr. Gay Henry; attended the 100th birthday party for Annie Davis [at the Winter Haven Senior Adult Center] where he also presented her with a proclamation; attended the picnic for the residents living in the Florence Villa Place Apartments; attended the First Time Homebuyers Class; and attended the Polk Regional Water Cooperative (PRWC) Meeting.

15. CITY ATTORNEY REPORT

City Attorney Murphy reported that his mother-in-law, Ann W. Dunlap, had passed away Saturday May 25, 2024 and that even though she was from Bartow, she had been very active in the water community. She had served on the Peace River Basin Board and helped develop some of the important water policy matters that were being implemented in Central Florida still today. She had also been very devoted to his children, her grandchildren, and her entire family.

16. CITY MANAGER REPORT

A. Update from Grant & Aid Application Review Committee (GAARC) meeting

City Manager Stavres reported that he continued to be impressed by the committee members that did a tremendous job on the Commission's behalf and that this meeting drew a larger audience than City Commission Meetings. He recapped that the grant trainings were held February 8, 12 and 24, 2024, that those applying for funds were required to attend and that 64 agencies attended at least one of them. The GAARC met on May 9, 2024 for 2 ½ hours and then on May 16, 2024, for over 2 hours to do their work with a budget of $305,000:

- Did not include funding given to the Winter Haven Economic Development Council (WHEDC), the Greater Winter Haven Chamber of Commerce, Main Street Winter Haven, Polk Vision and Ridge Art Association, the Marching Wolverines, and Keep Winter Haven Clean and Beautiful. The funding for these was housed elsewhere either in the city manager budget or within the respective departments' budgets.
- 50 total applications received
    - 5 for large single initiatives / big dollar items
        - The GAARC did not recommend any funding for the large initiatives recognizing that doing so would jeopardize the ability to impact several of the smaller applications
    - 45 for traditional grants
- 32 agencies recommended by the GAARC to be funded next fiscal year beginning October 1, 2024.
    - $271,000 - Value of recommendation of awards
        - Did not expend $34,000, which was unique, so they were returning it
- 8 applications were disqualified either because no representative attended any of the three trainings or there was an anomaly within their application - something changed or not submitted correctly.

City Manager Stavres said that staff was looking to meet with the GAARC in November or October to review the process. One thing they were recommending was to fold in a period for sufficiency review on applications to negate some of the disqualification going forward and explained in more detail. More information would be brought forward at the June 10, 2024, Regular City Commission Meeting to include the three options: 1). approve the final recommendation of the GAARC with no changes, 2). consider the disqualified applications and fund them proportionately in consideration of the $34,000 available account balance, and 3). Consider disqualified applications and fund them based on the amounts they were awarded in the most recent year of award which would be either Fiscal Year 2023 or 2024. This would require an additional funding level of $11,000, which he explained further. He said he was very proud of the GAARC and suggested the Commission reach out and thank their appointees. Lastly, staff was waiting on confirmation on who was willing to serve again on the committee, which would be for another three-year term, with the exception of the newest member Melinda Kalogridis.

Discussion ensued regarding a mechanism to follow up on how grant and aid recipients were using the money they requested.

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City Manager Stavres also reported that tomorrow he, Deputy City Manager Carnevale, and Public Affairs and Communications Director Hill would be out of town attending the Florida City and County Managers Association (FCCMA) Conference in Orlando, therefore, Assistant City Manager for Public Safety Bird would be in charge of City operations.

Discussion ensued about funding, reimbursement, and what was not allowable.

Commissioner Dollison asked if the Safety Advisory Committee was still meeting. City Attorney Murphy said that a resolution was being worked on to bring back to the Commission, likely the June 24, 2024, Regular City Commission Meeting, that would allow the City to comport with the new state law. Until then, he understood that the committee may not be meeting anymore until all was addressed.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

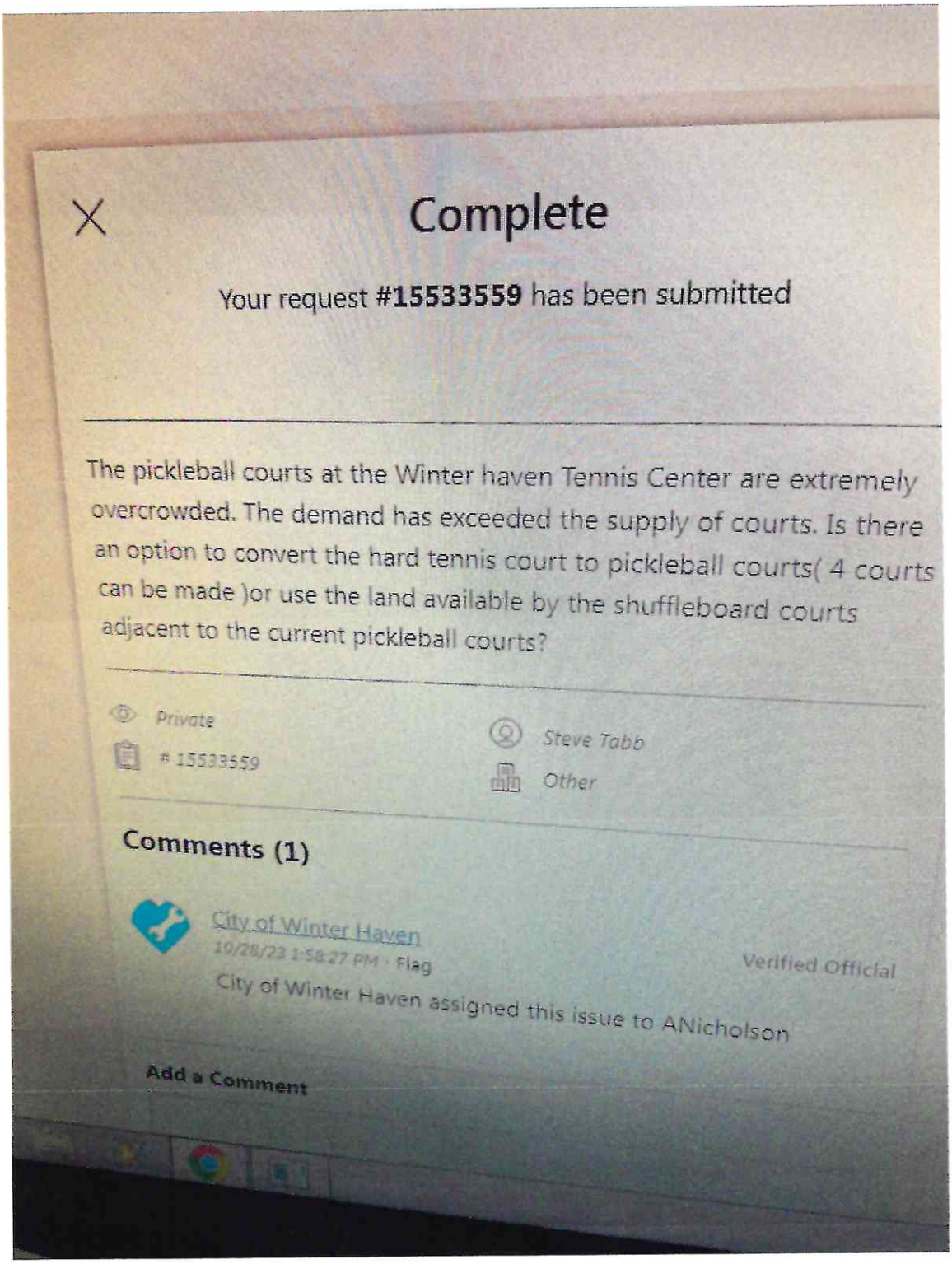
20. ADJOURNMENT – 7:53 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor



Complete

Your request **#15533559** has been submitted

The pickleball courts at the Winter haven Tennis Center are extremely overcrowded. The demand has exceeded the supply of courts. Is there an option to convert the hard tennis court to pickleball courts(4 courts can be made)or use the land available by the shuffleboard courts adjacent to the current pickleball courts?

Private
15533559
Steve Tabb
Other

Comments (1)

City of Winter Haven
10/28/23 1:58:27 PM · Flag
Verified Official
City of Winter Haven assigned this issue to ANicholson

Add a Comment

10:02 LTE

1 Someone comm...



Katrina Hill wrote:

Good Morning!

The Parks, Recreation, & Culture team are beginning the process of a Parks master plan to look at facilities City-wide, and pickleball courts have definitely been a part of that conversation! There are a few locations under consideration, and this is also a priority of Mayor Dantzler's. Please stay tuned to our website and social media for more news as it becomes available. I will also share your feedback with Julie Adams, Parks, Recreation, & Culture Director, so it can be included in the master planning efforts.

Reply

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, June 5, 2024, 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:VA6C2:4db3f8ce-0088-436e-a5e6-0703c36720c4
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 5:30 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; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Adams; Diversity and Inclusivity Director Christine Samuel; and Public Affairs and Communications Director Katrina Hill.

5. PRESENTATION(S)

A. "Juneteenth Day" Proclamation - 2024 Juneteenth Celebration Committee Members

B. "America 250!" Proclamation - Andrea Brannon, Regent, Ponce De Leon Chapter Daughters of the American Revolution (DAR)

C. "Waste and Recycling Workers Week" Proclamation - Brittany Hart, Public Works Director

D. Heart for Winter Haven Grant Partnership Report

City Manager Stavres said that items 5A through 5D would be presented at the June 10, 2024, Regular City Commission Meeting.

6. DEVELOPMENTS OF NOTE - None

7. MINUTES

A. May 13, 2024, Regular City Commission Meeting Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – N/A

DRAFT

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

A. O-24-19 - Administrative request to amend the Sanitary Sewer Sub-element of the 2035 Winter Haven Comprehensive Plan, by adding goals, objectives, and policies relating to septic to sewer conversions

City Manager Stavres said there had been no changes since first reading and gave an overview of this item.

There were no questions or discussion.

10. CONSENT AGENDA

City Manager Stavres said staff was available for any questions regarding the Consent Agenda.

A. Special Counsel Services for P3 Project - East Winter Haven Aquifer Recharge and Wetland Restoration (Bradco)

City Manager Stavres gave an overview of this item.

Commissioner Dantzler inquired if the City had been able to get money from Polk County for environmental lands. Deputy City Manager Carnevale explained that he was not aware of any money coming to the City directly, however, the County was pursuing a number of properties through their committee, which he explained in more detail, and explained a City-County partnership opportunity, which had a direct partner benefit.

Commissioner Dantzler asked if Polk County was still looking to use a portion of the funding on land located on U.S. 27. City Manager Stavres said no and said it was his understanding in their efforts to acquire property at U.S. 27 and Cypress Gardens Boulevard, were some ARPA funds and another source, but it was not a part of the money they were setting aside for environmental lands. Discussion ensued.

B. Purchase of Neptune, Mach 10 5/8-inch Residential Water Meters

City Manager Stavres gave an overview of this item.

Commissioner Dollison asked if this purchase was in addition to what had already been purchased recently. City Manager Stavres said yes and that 1,600 had been done recently. He also noted that the City averaged installing and replacing 1,600 per month.

Commissioner Dollison inquired on the number of water meters and their lifespan. Winter Haven Water Director Hubbard said 1,600 and that it would be the same type of meter. He also said that once meters stopped running, the City was losing money. Commissioner Mercer added that the lifespan of a water meter was ten years. Director Hubbard added that they were battery-operated. Discussion ensued.

Mayor Birdsong commented he had been getting a series of emails regarding high water bills in a particular area of the City. Director Hubbard said the City had been in a drought period and that it would depend on whether the customer was using potable water for irrigation or whether they were using reclaimed water for irrigation. Also, there were a number of other factors, such as leaks on the side of meters. Mayor Birdsong said he had about five emails today on this. Director Hubbard said his customer service staff would investigate these communications and determine if there was an issue that needed to be addressed.

C. Developer's Agreement with TBHG, LLC for the Lake Deer Subdivision

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked if this was located behind Green's Market. City Manager Stavres said it would be behind Recker Highway and Northwest of 21st Street and showed the map explaining in more detail. Director Hubbard gave further information on this item. Discussion ensued.

Mayor Pro Tem Yates asked if this project would be complete in three years or if it would be prolonged. He also asked if the price would go up if it came to the Commission later on. Director Hubbard said he did not believe that was an issue because the development was already being done, but added it was a good idea to put new verbiage into the agreement so the City did not need to pay if prices increased. He said that by adding this into future development agreements and working with the City Attorney, those situations could be addressed.

DRAFT

Discussion ensued on possibilities and that the new agreement needed to be enforceable, that there should be negotiation and coordination with development review, and that we needed to look for ways to limit the City's exposure.

D. First Amendment to Developer's Agreement - The Jade

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

Commissioner Dantzler asked for clarification on the reimbursement to the developer. Economic Opportunity and Community Investment Director Labbe said the project had received some water and sewer impact fee credits because it had previously been a hotel and explained the Phase 1, Phase 2 , and total in more detail.

E. Quiet Zone Right of Entry Agreement with CSXT Inc

Deputy City Manager Carnevale gave an overview of this item.

Commissioner Dantzler inquired about expected timeframe and the number of railroad crossings. Deputy Manager Carnevale said that if CSXT, Inc. accepted it, starting time could perhaps occur at the end of the year. He also said there were five railroad crossings.

11. RESOLUTION(S) – None

12. ORDINANCE(S) - FIRST READING

A. O-24-27 - Voluntary annexation of 2400 Avenue E, SW

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. O-24-29 - Administrative request to annex that portion of West Lake Eloise Drive lying between Lake Eloise Terrace and Hidden Oaks Drive

City Manager Stavres gave an overview of this item.

Commissioner Dantzler inquired if there was a financial impact. City Manager Stavres said this was a voluntary petition of annexation and explained why a business impact estimate was not required as a result of this ordinance. City Attorney Murphy added that there would be a financial impact once it was annexed and developed. Discussion ensued.

City Manager Stavres clarified that the City was annexing this portion, however, not assuming ownership of the right-of-way (ROW). He added that while it remained a road, the City would not be taking on roadway maintenance and repair because it was still a Polk County Road. Once Harmony Road was opened up, it would, however become a City roadway. Discussion ensued.

Mayor Pro Tem Yates asked how people would come out of [the] Valhalla [subdivision]. Director Labbe said he believed they already were connected to the new road. City Manager Stavres explained further. Discussion ensued.

Commissioner Dantzler inquired on the ultimate number of lots. Director Labbe said he seemed to recall that the Planned Unit Development (PUD) allowed for up to 1,500, but that he believed the developer had 1,200 in their plans. Discussion ensued.

13. NEW BUSINESS

A. Chain of Lakes Park Phase II Park Elements Not To Exceed Authorization

City Manager Stavres gave an overview of this item and noted the table in the fact sheet.

Mayor Pro Tem Yates requested clarification of an area on the map (near the northern part of water and large grassy area) asking which was Phase 3 or now part of this Phase 2. City Manager Stavres said that site work within that area required balancing of the site and getting the drainage and storm water right within there. The buildout and enhancement of the additional spaces was still anticipated as a future phase. Discussion ensued.

DRAFT

Mayor Pro Tem Yates inquired if the roundabout was a part of Phase 2. Parks Planning and Strategic Initiatives Manager Andy Palmer said that the roundabout was part of two portions of the parking and how far the budget stretched as part of the park elements phase, which he explained in more detail.

Mayor Birdsong asked what was Phase 3. City Manager Stavres said there was no Phase 3. Manager Palmer explained the phases in more detail. City Manager Stavres pointed out that this project was divided only into two phases. He explained that Phase 1 was to get the baseball fields and activated space developed and that the second phase was the ancillary open space and great lawn that would be provided at a future space because of the cost. He added that the total cost of both was approximately $26 million and discussed in more detail.

Commissioner Dantzler asked if the field dirt being brought in was several million dollars worth of fill to finish the fields in Phase 2. City Manager Stavres said there was a lot of fill on the site now because of what was underneath the stadium, which he explained in more detail and showed a map. Manager Palmer said that was being worked through and that additional field dirt would need to be brought in and explained further.

Commissioner Dantzler expressed concerns with all of the weeds attracting more bugs so people would not use the jogging path. Manager Palmer said staff was working on a phased approach being careful with this project and not getting into the lake because that could potentially activate Army Corp permitting, which he explained further. Also, they were working with the Natural Resources Division, the contractor, and the design team to clean up the lakefront. Also, they were currently working on a plan to take down the invasive species of weeds and clean up the shoreline.

B. Local Government Verification of Contribution Loan Form for Affordable Housing

City Manager Stavres gave an overview of this item.

Mayor Birdsong commented that with the trust fund, the City had previously committed $1 million to the [Winter Haven] Housing Authority (WHHA). City Manager Stavres said that amount had been placed there for a specific project that was not awarded and that there was funding within the Affordable Housing Trust Fund. The City continued to provide funds and make an appropriation from the General Fund into the year-over-year of $250,000, which the City expected to grow. He added that there was still $1 million in the trust fund now should the WHHA have a project that came forward in the future. He gave further information on this.

Director Labbe commented that he had not yet briefed City Manager Stavres yet, but that yesterday he had received a local government opportunity request from the WHHA for $1 million because they wanted to reapply for the Hill Crest Reserve Project on Avenue Y.

Discussion ensued regarding the process of award.

C. FY25 Grant and Aid Award Recommendation

City Manager Stavres gave an overview of this item and noted that they would be going to change the process as detailed in the fact sheet. He also noted that Mayor Birdsong and Commissioner Dollison would not be participating in a vote for this item since they were directly involved with one of the entities.

Mayor Pro Tem Yates said that he had attended the [Grant and Aid Application Review Committee (GAARC)] Meetings, that staff had done a tremendous job and that the committee had been very thorough. He commented that he leaned towards Scenario 3, however, adding a caveat that Meals on Wheels, Inc. become a service delivery partner. He also said he wanted them to receive the $20,000 they originally requested and placed under a different category. City Manager Stavres explained the differences between community partners, service delivery partners and non-profits in more detail. He added that Meals on Wheels, Inc. could still be kept in the non-profit category with other similar agencies, and still give them additional funding if the Commission wanted to do so.

City Attorney Murphy said that depending on the conversation tonight, at the June 10, 2024, Regular City Commission Meeting could have separate votes depending on the discussion. He noted that it would be important that there not be any suggestion of impropriety or conflict of interest and he would advise accordingly.

City Manager Stavres suggested that the Commission vote in the cleanest way possible and that they should vote on the initial recommendation.

Commissioner Dantzler commented that he thought Main Street Winter Haven (MSWH) was funded out of the Community Redevelopment Agency (CRA). City Manager Stavres said that the Commission funded them from both [the CRA and General Fund]. Director Labbe said he believed that $40,000 came from the CRA, however, he would confirm the level of funding from the CRA.

Commissioner Dantzler concurred with Mayor Pro Tem Yates regarding Meals on Wheels, Inc. and felt that the Haley Center should also be a service delivery partner. He asked why the City made them go through this funding request process because they were different. City Manager Stavres said that the City had other agencies that provided food, etc., but just not on the same scale. He explained that service delivery meant that the City would be doing it, if they did not have them "on our behalf" and that folding those in would be opening up a "can of worms". Commissioner Dantzler also expressed that he was in favor of Scenario 3 and commented he was glad to hear the City tweaking the process and knew that the end product was good.

Commissioner Dollison commented that there were great organizations listed and much diversity represented. Discussion ensued regarding feeding services.

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

City Manager Stavres reminded the Commission that a community open house would be held at the Winter Haven Recreation and Cultural Center tomorrow at 5:00 p.m. where there would be sharing final renderings, the project schedule, and what to anticipate with the demolition of the park site, renovation, and construction. He added that the kickoff would begin at 5:00 p.m. with a different and fun environment; however, the presentation would begin at 6:00 p.m.

Commissioner Dollison asked if there were any salvageable or historical items from the old building. Parks, Recreation and Culture Director Adams said there was and that they were working on a plan, going through the facility and looking for anything that could be of historical significance to be able to store and place into the new building. She also discussed the sculpture, benches, and historical markers that would also be taken from the site and stored for the duration of the project. City Manager Stavres added that there was a dedication plaque from the original building that would be reinstalled in the new building and large [Otis] Birdsong and [Jim] Tugerson posters or paintings, photos, and a jersey that would be kept safe and incorporated into the new building as well.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale followed up about the General Employees' Pension question asked previously. He said that if there were no living members left, any remaining funds would go back to the City.

Deputy City Manager Carnevale also reported that he, Parks, Recreation and Culture Director Adams and Special Events Coordinator Natalie Wilson had met with the Cultural Arts Advisory Committee (CAAC) this week and challenged them to think about 'love notes' to the City and come up with ideas specific to a few different areas of town.

Lastly, Deputy City Manager Carnevale said he needed to connect with each of the Commission afterwards to obtain some dates for meetings, since Assistant to the City Manager A.J. Nicholson was out of the office.

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:53 p.m.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

DATE: April 25, 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-24-27: Voluntary annexation of 2400 Avenue E, SW. The area covered by this request is 0.91± acres.

BACKGROUND

Claussen Trust, petitioner, requests the City Commission annex one (1) parcel, totaling 0.91± acres, located at 2400 Avenue E, SW. The petitioner is seeking annexation for the purpose receiving City Future Land Use and Zoning designations compatible with the existing developed commercial property. The parcel is contiguous to the City to the east, and the annexation of this parcel will not create an enclave.

FINANCIAL IMPACT

Current taxable value of the subject parcel is approximately $403,446. Based on the City's current tax millage rate of 6.59 mills, expected annual tax revenue will be approximately $2,659.

The Voluntary Petition for Annexation which is the basis for this Ordinance is being processed and considered in order to comply with the requirements of Section 171.044 of the Florida Statutes. Accordingly, the exemption set forth in Section 166.041(c)1 of the Florida Statutes applies and a business impact estimate is not required as a result of this Ordinance.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-27.

ATTACHMENT

- Ordinance O-24-27

ORDINANCE NO. O-24-27

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: 2400 Avenue E, SW. The area covered by this request is 0.91± acres.)

WHEREAS, a petition to integrate territory into the City of Winter Haven, Florida, has been filed requesting the City of Winter Haven extend its corporate limits to include certain property herein described; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, the Voluntary Petition for Annexation which is the basis for this Ordinance is being processed and considered in order to comply with the requirements of Section 171.044 of the Florida Statutes. Accordingly, the exemption set forth in Section 166.041(c)1 of the Florida Statutes applies and a business impact estimate is not required as a result of this Ordinance.

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

1. A petition has been filed to integrate territory into the City of Winter Haven, Florida, as attached herein as Exhibit "A."

2. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages, the first being a legal description, and the second being a location map.

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

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. This Ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 10th day of June, 2024.

PASSED on second reading this 24th day of June, 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 6

WINTER HAVEN
THE CHAIN OF LAKES CITY

SPACE FOR RECORDING

PETITION/CONSENT FOR ANNEXATION

The following information is required for submission of an application to annex into the city limits of Winter Haven. **Please print or type the required information below.**

Property Owner(s) Details

Name(s) of Property Owner(s): Claussen Trust

Mailing Address: 1900 N Lake Howard Drive, Winter Haven, FL 33881

Phone: _____ Email: _____

Name of Representative (if applicable): Sarah Case, Next Level Planning & Permitting

Mailing Address: 3825 S. Florida Ave, Suite 4 Lakeland, FL 33813

Phone: 863.398.9651 Email: Sarah@NextLevelPlanning.com

Property Details

Property Address or General Location: 2400 Avenue E SW, Winter Haven, FL 33880

Parcel Identification Number(s): 262830-636000-009010

Legal Description of the Property (Preferably Metes & Bounds):
WEST WINTER HAVEN PB 9 PG 12 BLK 9 LOTS 1 THRU 6 LESS HY

Proof of Property Ownership (copy attached): see attached deed OR Bk 10635/Pgs.153-154

Reason for Request: Subsequent request for Non-Residential Land Use & Zoning to follow.

Present Use of the Property: Warehouse, Distribution, Storage

Existing Structures Located on the Site: Storage/WH Building - 13,700+ SF & Office - 1,200+ SF

FOR OFFICE USE ONLY

Total Acreage: 0.91

Assessed Property Value: $ 403,446 Taxable Value: $ 403,446

Subdivision: West Winter Haven

Present County Future Land Use Designation: RL-4

Exhibit "A"
Page 2 of 6

OWNER/AGENT SIGNATURE PAGE

I / We, Sarah Case, Next Level Planning & Permitting being duly sworn, depose and say that I / we own the properties involved in this petition/consent and that I / we authorize the City of Winter Haven, in accordance with adopted City policy, rules and regulations (Resolution No. R-87-07), and in conformance with State law, to process this petition/consent and annex said property into the corporate limits of the City of Winter Haven. This Petition and Consent shall be irrevocable. No further consent of Owner shall be required for the City to annex said property immediately, or at some time in the future.

Further I / we or any agent or lessee of the subject property authorized by me / us (see attached proof of authorization) to file this petition/consent, deposes and say that the statements and answers contained in the petition/consent for annexation, and any information attached thereto, present the arguments in behalf of this petition/consent to the best of my / our ability; and that the statements and information referred to above are in all respects true and correct to the best of my / our knowledge and belief.

OWNER(S)/AGENT(S)

Sarah Case
Signature of Owner/Agent

Sarah Case, Next Level Planning & Permitting
Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

Signature of Owner/Agent

Printed Name of Owner/Agent

STATE OF Florida

COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this _____ day of April 25th, 2024, by Sarah E. Case, who is ☐ personally known to me or ☑ has produced FLDL as identification and who (did) (did not) take an oath.

Katrina Lester
SIGNATURE OF NOTARY PUBLIC

Katrina Lester
Notary Public, State of Florida
My Comm Expires March 7, 2026
Commission #HH218740

Katrina Lester
TYPED, PRINTED or STAMPED NAME OF NOTARY PUBLIC

Exhibit "A"
Page 3 of 6

NEXT LEVEL
PLANNING & PERMITTING

LETTER OF AUTHORIZATION

2400 AVENUE E SW

Polk County Property Appraiser Parcel:
262830-636000-009010

I, the undersigned designated authority for the property described above, hereby authorize Sarah Case, Next Level Planning & Permitting, to act as my Agent/Authorized Representative for Land Development and permitting approvals through Winter Haven and Polk County, FL.

CLAUSSEN TRUST

4-22-24
Date

State of FLORIDA
County of POLK

The foregoing instrument was acknowledged before me this 22nd day of April, 2024, by Byron Claussen.

X Personally Known _____ or has Produced Identification

_____ Physically Present - Type of Identification _____

Signature of Notary Public

{SEAL}

Jessica Gemma Branch
(Notary Public's printed name)

JESSICA GEMMA BRANCH
Notary Public - State of Florida
Commission # HH 228446
My Comm. Expires Mar 30, 2026
Bonded through National Notary Assn.

(1)

INSTR # 2018212199
BK 10635 Pgs 153-154 PG(s)2
RECORDED 10/08/2018 10:40:10 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
DEED DOC $0.70
RECORDING FEES $18.50
RECORDED BY gwenbarn

This Instrument Prepared by and Return to:

STEPHEN F. BAKER
ATTORNEY AT LAW
800 FIRST STREET, SOUTH
WINTER HAVEN, FL 33880
File No.: 88216

Warranty Deed

This Indenture, Made this 3rd Day of October, 2018, A.D., Between **CLAUSSEN PROPERTIES, LLC**, whose address is 1900 N. Lake Howard Drive, Winter Haven, FL 33881, **Grantor**, and **BYRON P. CLAUSSEN and PEGGY L. CLAUSSEN, as Trustees** under the terms of that certain Agreement of Trust dated October 3, 2018, whose address is 1900 N. Lake Howard Drive, Winter Haven, FL 33881, **Grantee**, with the full power and authority to protect, to conserve, to sell, to lease, to encumber, or otherwise to manage and/or dispose of said real property pursuant to F.S. 689.073.

Witnesseth that the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEE and GRANTOR's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Polk**, State of **Florida**, to wit:

.70

Lots 1 through 6, Block 9, WEST WINTER HAVEN, according to the map or plat thereof as recorded in Plat Book 9, Page 12, Public Records of Polk County, Florida, LESS Road Right-of-Way.
Parcel ID: 262830 636000 009010

No assurance of title was requested or rendered in connection with this transaction.

This instrument was prepared from unverified information supplied by the parties.

TO HAVE AND TO HOLD the same, together with and singular the appurtenances thereunto belonging or in anywise appertaining and all the estate, right, title, interest and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the Grantee.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

18.50

TO HAVE AND to HOLD, the same in fee simple forever. AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of any persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017.

In Witness Whereof, the GRANTOR has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Misty Loder

CLAUSSEN PROPERTIES, LLC

(seal)
BYRON P. CLAUSSEN, Manager

Printed Name: Misty Loder
Witness

Linda Richards

Printed Name: Linda Richards
Witness

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3rd day of October, 2018, by BYRON P. CLAUSSEN, as Manager of Claussen Properties, LLC, who is personally known to me or who has produced a FLORIDA DRIVER'S LICENSE as identification.

Elsie M Hudson

Printed Name: ELSIE M Hudson
Notary Public
My Commission Expires: 2-10-22

ELSIE M. HUDSON
Notary Public, State of Florida
My comm. expires Feb. 10, 2022
Commission Number GG 157137

Exhibit "A"
Page 6 of 6

Skip to main content
Change Browser Language
Home Page » Return To Search Results

Parcel Details: 26-28-30-636000-009010

TAX EST | PRT CALC | PRC | HTML PRC | TRIM | HTML TRIM | TAX BILL | I&E Forms

Owners *Recently purchased this property? Click here.*

CLAUSSEN TRUST	100%

Mailing Address

Address Line 1	**1900 N LAKE HOWARD DR**
Address Line 2	
Address Line 3	**WINTER HAVEN FL 33881-3015**

Physical Street Address *Looking for site address? Click here.*

Address Line 1	**2400 AVENUE E SW**
Address Line 2	

Postal City and Zip

City/St/Zip	**WINTER HAVEN FL 33880**

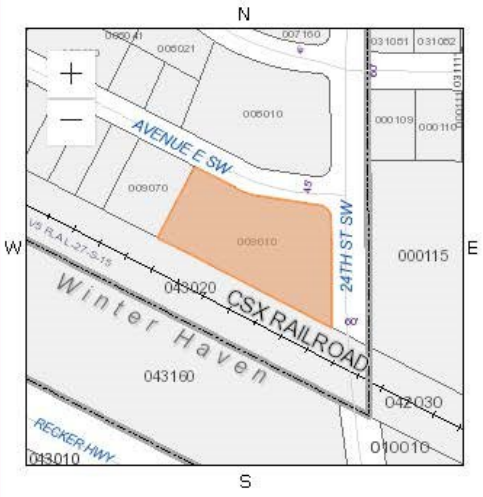
Parcel Information

Municipality / Taxing District	**UNINCORP/SWFWMD/LAKE REGION (Code: 92000)**
Neighborhood	**6666.30** Show Recent Sales in this Neighborhood
Subdivision	**WEST WINTER HAVEN PB 9 PG 12**
Property (DOR) Use Code	**All Wh, Distrib, Term, Storage under 19,999 sf (Code: 4800)**
Acreage	**0.91**
Community Redevelopment Area	**NOT IN CRA**

Property Desc

DISCLAIMER: This property description is a condensed version of the original legal description recorded in the public records of Polk County, FL. It does not include the section, township, range, or the county where the property is located. It is a description of the ownership boundaries only and does not include easements or other interests of record. The property description should not be used when conveying property. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation.

Area Map



Recorded Plat

Visit the Polk County Clerk of Courts website to view the Recorded Plat for this parcel

Note: Some plats are not yet available on the Clerk's website. The site contains images of plats recorded on 01/05/1973 (beginning with book 058 Page 020) or later. For information on Plats recorded before 01/05/1973 (Book 058 Page 019 or less) please contact the Polk County Clerk's Office.

Mapping Worksheets (plats) for 262830

Mapping Worksheet HTML (opens in new tab) | Mapping Worksheet Printable PDF

Exhibit "B"
Page 1 of 2

Ordinance No. O-24-27
Annexation Boundary Description

R. T. S. Sub. Parcel
262830 636000 009010

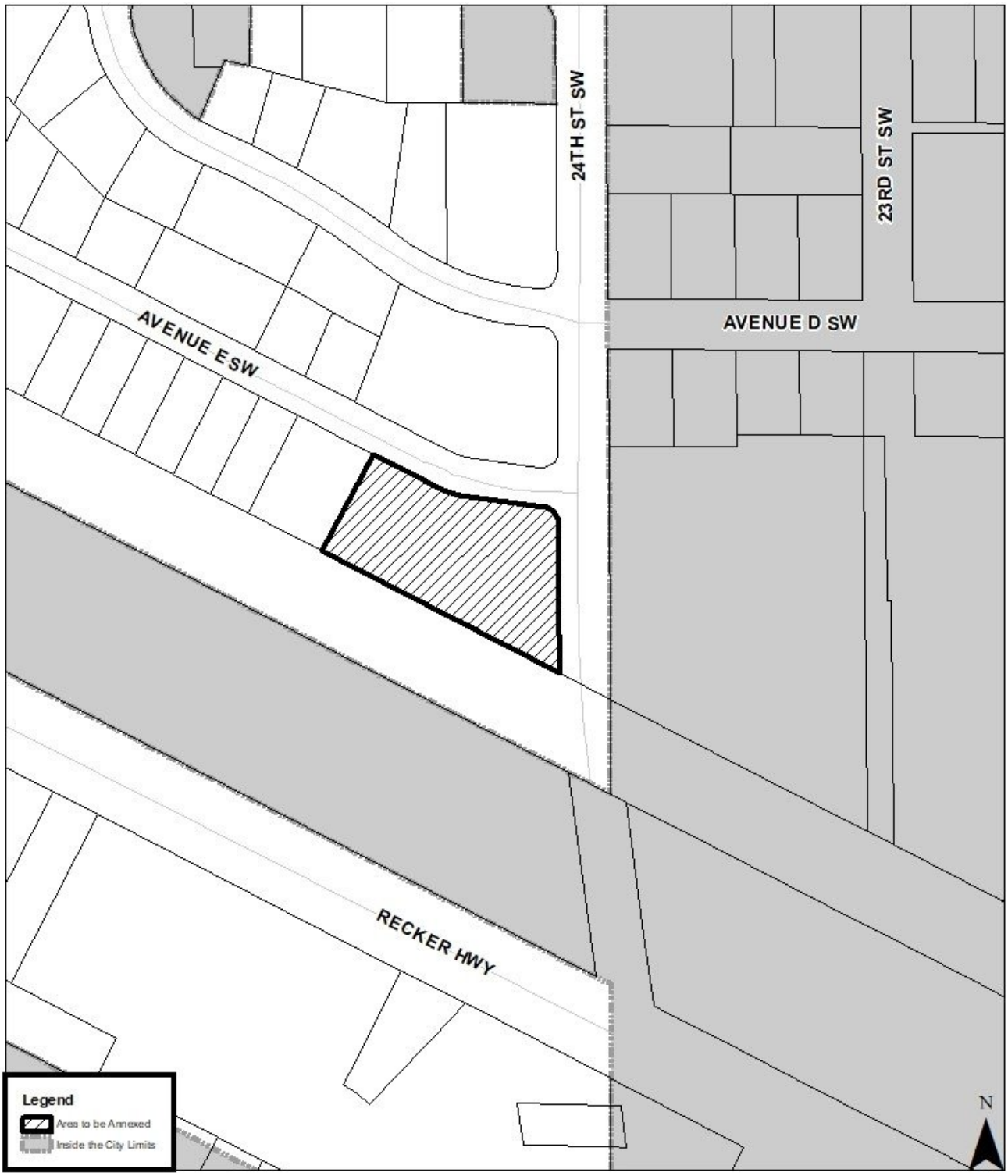
Described As:
Lots 1 through 6, Block 9, WEST WINTER HAVEN, according to the map or plat thereof as recorded in Plat Book 9, Page 12, Public Records of Polk County, Florida.

Also Described As:
Beginning at the southeasterly corner of Lot 4 of WEST WINTER HAVEN, according to the map or plat thereof as recorded in Plat Book 9, Page 12, Public Records of Polk County, Florida, being occupied by a 5/8" iron rod capped LB 6437, thence N62°39'35W along the southwesterly boundary line of said West Winter Haven Plat and being the northeasterly CSX railroad right of way described in CSX railroad right of way map V5 FLA L-27-S-15, a distance of 317.23 feet (platted 316.90 feet) to the southwest corner of Lot 6 of said WEST WINTER HAVEN being occupied by a 5/8" iron rod, thence N27°25'53"E along the northwesterly line of said Lot 6 a distance of 129.81 feet (platted 130.00 feet) to a 1/2" open top pipe and intersecting the southwesterly right of way of Avenue E Southwest, thence along said right of way S62°46'03"E a distance of 89.96 feet (platted 89.90 feet) to a 1/2" open top pipe and the start of a curve to the left having a radius of 75 feet, chord bearing of S72°13'52"E, and a chord distance of 24.79 feet, thence along said curve, and right of way, an arc distance of 24.90 feet (platted 24.80 feet) to a 5/8" iron rod capped LB 6437, thence continuing along said right of way S81°47'19"E a distance of 101.37 feet (platted 101.61 feet) to a disturbed 5/8" iron rod and the start of a curve to the right having a radius of 20 feet, chord bearing of S41°14'53"E, and a chord distance of 26.20 feet, thence along said curve an arc length of 28.57 feet (platted 31.52 feet) to a 5/8" iron rod capped LB 6437 and to the westerly right of way of 24th Street SW, thence along said right of way S00°15'22"E a distance of 178.00 feet (platted 178.21 feet) to the Point of Beginning.

An Area Containing: 0.91 acres more or less.

Based on information obtained from the deed, plat, and fielded measurements.
Prepared and reviewed by the Engineering Division of the City of Winter Haven. (JL)

Exhibit “B”
Page 2 of 2



DATE: May 20, 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-24-29: Administrative request to annex that portion of West Lake Eloise Drive lying between Lake Eloise Terrace and Hidden Oaks Drive. The area covered by this request is 3.95± acres.

BACKGROUND

Staff requests the City Commission annex that portion of the West Lake Eloise Drive right-of-way lying between Lake Eloise Terrace and Hidden Oaks Drive, totaling 3.95± acres. The right-of-way is contiguous to the City to the east and west, and its annexation will not create an enclave.

As part of the Harmony development, West Lake Eloise Drive is being realigned a short distance to the west of the current roadway to better facilitate development of the site. Once the new roadway is open, the existing right-of-way will be vacated as part of the Harmony Phase 3B Subdivision platting process, and become incorporated into residential building lots. Since this portion of West Lake Eloise Drive was not included in the annexation of the abutting parcels several years ago, it needs to be annexed into the City to allow the creation of the new building lots.

FINANCIAL IMPACT

As this annexation consists of right-of-way, there is no taxable value or revenues from this request; however, upon platting the Harmony Phase 3B Subdivision, residential building lots will be platted over the existing right-of-way resulting in future ad valorem and utility revenues.

The Voluntary Petition for Annexation which is the basis for this Ordinance is being processed and considered in order to comply with the requirements of Section 171.044 of the Florida Statutes. Accordingly, the exemption set forth in Section 166.041(c)1 of the Florida Statutes applies and a business impact estimate is not required as a result of this Ordinance.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-29.

ATTACHMENT

- Ordinance O-24-29

ORDINANCE NO. O-24-29

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: That portion of West Lake Eloise Drive lying between Lake Eloise Terrace and Hidden Oaks Lane. The area covered by this request is 3.95± acres.)

WHEREAS, West Lake Eloise Drive is a 2-lane roadway contained within a right-of-way located in unincorporated Polk County; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate a portion of said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the right-of-way herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the right-of-way will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, the Annexation which is the basis for this Ordinance is being processed and considered in order to comply with the requirements of Section 171.044 of the Florida Statutes. Accordingly, the exemption set forth in Section 166.041(c)1 of the Florida Statutes applies and a business impact estimate is not required as a result of this Ordinance.

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

1. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "A" attached hereto and made a part hereof consisting of three (3) pages, the first being a legal description, and the second being a location map.

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

3. 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

4. This Ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 10th day of June, 2024.

PASSED on second reading this 24th day of June, 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 3

Ordinance No. O-24-29
Annexation Boundary Description

POLK COUNTY BOCC
W LAKE ELOISE DR
(SOUTH OF LAKE ELOISE TERRACE/NORTH OF HIDDEN OAKS LANE)

Described as:
That public right of way of Lake Eloise Drive West, located in Sections 4 and 9, Township 29 South, Range 26 East, Polk County, Florida, lying south of the westerly extension of the south right of way line of Lake Eloise Terrace West, as shown in deed book 1007 page 249 in the Public Records of Polk County Florida, and lying north of the westerly extension of the north right of way of Hidden Oaks Lane, also being the southern boundary line of Valhalla recorded in Plat Book 67 Page 34 of the Public Records of Polk County Florida.

Also Described as:

Commencing at the northeast corner of the southwest ¼ of Section 4, Township 29 South, Range 26 East, Polk County, Florida, thence N89°59'46"E a distance of 20.00 feet, thence S00°06'01"E a distance of 9.88 feet to a point being occupied by a 5/8" iron rod capped LB 4980 (being further more described as "IRC") and being on the easterly right of way of West Lake Eloise Drive as depicted in Lake Eloise Subdivision Plat recorded in Plat Book 3 Page 57 of the Public Records of Polk County, Florida, thence along said easterly right of way S00°06'01"E to the intersection of the northern right of way line of West Lake Eloise Terrace distance of 331.88 feet to a point being occupied by a rail road spike, thence S00°06'44"E to the intersection of the southern right of way line of West Lake Eloise Terrace a distance of 50.07 feet being occupied by "IRC" and being the Point of Beginning, thence continuing along the easterly right of way of West Lake Eloise Drive S00°06'02"E a distance of 838.01 feet being occupied by "IRC", thence continuing along said easterly right of way S00°06'02"E a distance of 1389.52 feet being occupied by "IRC", thence S00°00'00"E a distance of 20.00 feet, thence N89°56'18"W a distance of 15.43 feet being occupied by "IRC" and being a point on the easterly maintained right of way of West Lake Eloise Drive as described in Map Book 2 Page 306 of the Public Records of Polk County Florida, thence along said easterly right of way the following courses, all being occupied by "IRC"; S00°20'51"E a distance of 69.74 feet, S00°01'38"W a distance of 199.95 feet, S00°01'50"E a distance of 199.96, S00°09'18"W a distance of 193.03 feet, thence leaving said maintained right of way N89°47'32"E a distance of 30 feet and intersecting the additional right of way given by Valhalla recorded in Plat Book 67 Page 34, thence along said right of way S00°14'47"E a distance of 662.69 feet, thence leaving said right of way S89°48'09"W a distance of 66.60 feet and intersecting the westerly right of way line described in a deed in favor of said Polk County recorded in OR 12426 Page 1005 of the Public Records of Polk County Florida, thence along said right of way the following courses, N00°29'10"W a distance of 31.70 feet, N88°31'41"E a distance of 36.45 intersecting with said westerly maintained right of way, thence along said westerly maintained right of way the following

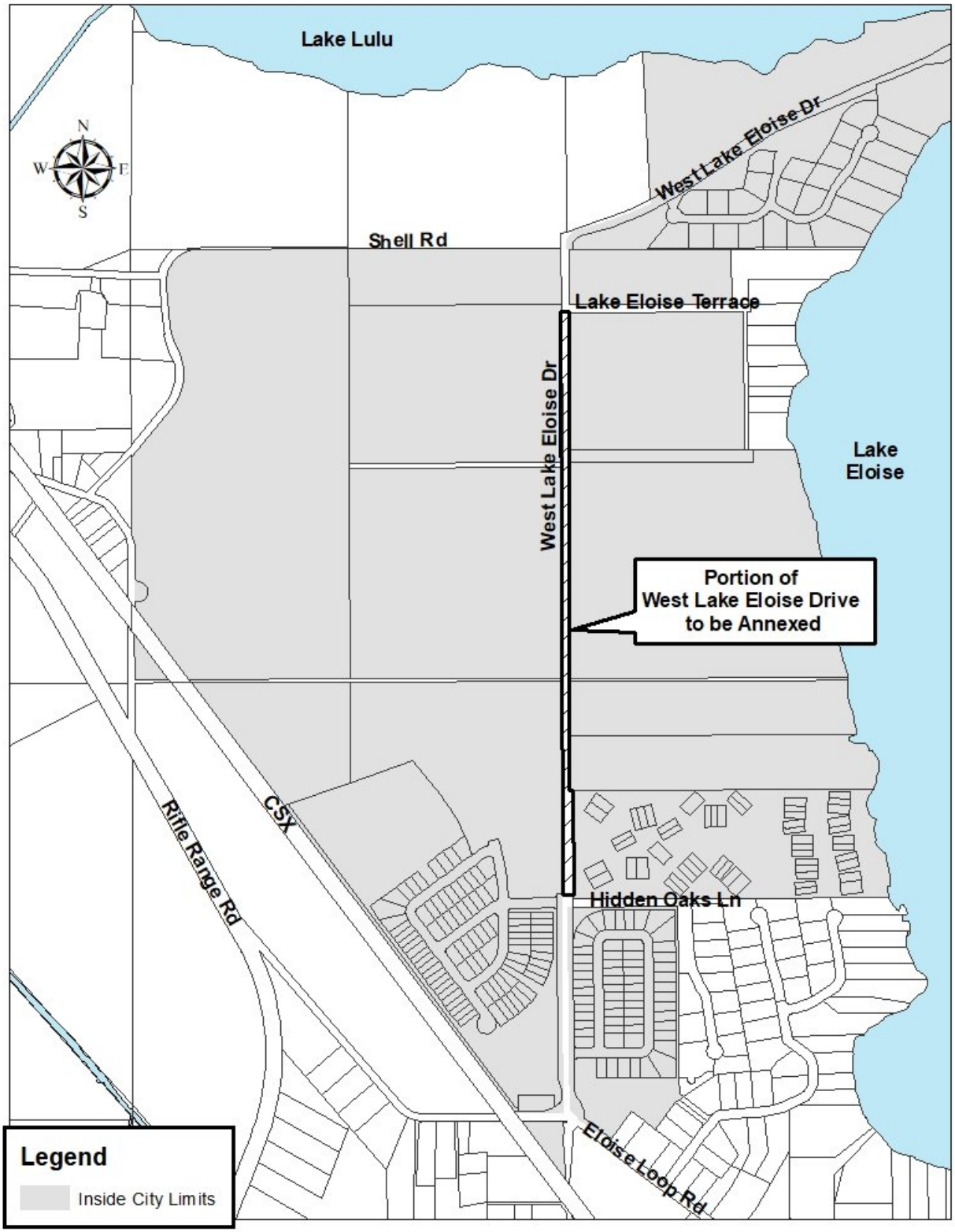
courses, N00°50’53”W a distance of 23.19 feet being occupied by “IRC”, N00°06’11”W a distance of 200.00 feet being occupied by “IRC”, N00°20’10”E a distance of 200.03 feet being occupied by “IRC”, N00°09’25”W a distance of 200.01 feet being occupied by “IRC”, N00°03’18”E a distance of 199.98 feet being occupied by “IRC”, N00°14’37”E a distance of 199.98 being occupied by “IRC”, N00°00’18”W a distance of 199.89 feet being occupied by “IRC”, N00°05’07”W a distance of 49.74 feet being occupied by “IRC”, thence S89°47’47”W, leaving said maintained right of way and intersecting said westerly right of way depicted in said Lake Eloise Subdivision Plat, a distance of 5.69 feet, thence along said westerly right of way the following courses, N00°16’20”W a distance of 39.98 feet being occupied by “IRC”, thence N00°33’07”E a distance of 1284.88 being occupied by “IRC”, thence N00°15’01”W a distance of 29.98 feet being occupied by “IRC”, thence N00°45’06”W a distance of 912.89 feet, thence leaving said westerly right of way N89°53’58”E a distance of 50.58 feet to the Point of Beginning.

An Area Containing: 3.95 acres more or less.

Based on information obtained from the deeds, plats and FDOT right of way maps, and a survey performed by Dewberry

Prepared and reviewed by the Engineering Division of the City of Winter Haven, (JL) April 29, 2024.

Exhibit "B"
Page 3 of 3



DATE: June 17, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Charles Bird, Assistant City Manager – Public Safety

SUBJECT: Notice of Formal Acceptance of Design Price Proposal dated May 1, 2024 for Fire Station 5 / Design-Build Contract with Everett Whitehead & Son, Inc.

BACKGROUND

On October 10, 2022, the City Commission awarded Whitehead Construction RFQ-22-40 (Design Build) for Fire Station No. 4 (near Fairfax/DiamondPlex) and Fire Station No. 5 (near Lake Hartridge Nature Park). On February 13, 2023, the City and Everett Whitehead & Son, Inc., d/b/a Whitehead Construction entered into a Design-Build Contract for the purposes therein described, including but not limited to, the provisions of Design Phase Work and Construction Phase Services by Everett Whitehead & Son, Inc., d/b/a Whitehead Construction regarding the new Fire Stations 4 and 5 / Public Safety Facilities. With the design /construction of Fire Station No. 4 in progress, focus can now shift to the design of Fire Station No. 5.

A Design Price Proposal for Fire Station No. 5 has been received from Everett Whitehead & Son, Inc., d/b/a Whitehead Construction as outlined below.

- All required geotechnical, survey, environmental consultations, site design/civil engineering, structural architecture, landscape architecture, preparation of construction documents, and permitting services will be performed.
- Everett Whitehead & Son, Inc., d/b/a Whitehead Construction will provide all design work as specifically set forth in the RFQ-22-40 Design Build Services for Fire Station No. 5 (WC# 6750) for the total not to exceed price of $317,107.

Once the design is completed, a proposal containing the Guaranteed Maximum Price (GMP) for construction will be presented to the City Commission for consideration.

FINANCIAL IMPACT

The design task order totals $317,107. Funding is available within the 2021 Construction Fund for this project.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to execute the Notice of Formal Acceptance of the Design Price Proposal dated May 1, 2024 for Fire Station 5 with Everett Whitehead & Son, Inc., d/b/a Whitehead Construction and take any additional action incidental or necessary to complete this phase of the project.

ATTACHMENTS

- Everett Whitehead & Son, Inc., d/b/a Whitehead Construction Design Phase Proposal (May 1, 2024)
- Notice of Formal Acceptance of the Design Price Proposal dated May 1, 2024 for Fire Station 5 with Everett Whitehead & Son, Inc., d/b/a Whitehead Construction

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

May 1, 2024

City of Winter Haven
Attn: Charlie Bird, Public Safety Director
451 Third Street NW
Winter Haven, FL 33881

RE: RFQ-22-40 Design Build Services for Winter Haven Fire Station No. 5 (WC# 6750)

Dear Mr. Bird,

Whitehead Construction is pleased to provide this Design Phase proposal for the City of Winter Haven Fire Station No. 5. This proposal is based on using the current overflow parking area of Lake Hartridge Park as the site of the new fire station in lieu of the original empty parcel adjacent to the boat ramp. Based on previous discussions, it is our understanding that the facility will need to accommodate the following: (2ea) apparatus bays, the standard ancillary spaces (dirty, decon, clean & PPE rooms), (4ea) bunk rooms, (2ea) bunk room bathrooms, kitchen, dining area, (2ea) offices, exercise/fitness room and day room to accommodate (4ea) recliners. Our proposal is for the following scope of work:

General Conditions

- Project Management & Estimating
- Insurance/Bonds

Schematic Design

- A schematic design will be provided based on feedback from mutually agreed upon program, schedule and budget for the project. The documents will include preliminary floor plans, elevations and sections along with selection of major systems and construction materials.
- We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan

Design Development Documents

- Upon approval of Schematic Design Documents, prepare Design Development Documents
- Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents:
    - Plans, sections, one of the two schematic elevations, typical construction details, Diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, 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
    - Develop the initial budget for the cost of the work while working towards the GMP

Phased Construction Documents

- Construction Documents (Issued for Owner Approval)
  - Based on approval of the Design Development Documents, prepare Construction Documents for the Owner's approval
  - The level of completion will be approximately 75% of the task
  - 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 material and systems and other requirements for the construction of work
- Construction Documents (Issued for Permit)
  - Based on approval of 75% Construction Documents, prepare 100% Construction Documents for "Issuance for Permit"
  - Documents 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
- Construction Documents (Issued for Construction)
  - Pending any review comments from the building department and inclusion of changes from the bidding process, develop and "Issued for Construction" plan set
  - Provide final costs and establish the final GMP

Boundary and Topographic Survey Services

- Provide topography within the Project Site. Provide spot elevations across the site including elevation of all improvements, low spots, grade breaks, and one foot (+/-) contours based on NVD88 vertical datum
- Locate, depict, and label all existing and aboveground improvements, including but not limited to the EOP, driveways, sidewalks, striping and signage, valves, inlets, storm structures, sanitary sewer cleanouts and manholes, and utility locate information
- Depict the right-of-way, property boundaries, and easements/encumbrances (City to provide title work on the property) Please use the NAd83 horizontal datum
- Locate trees with diameters greater than 6-inches at DBH and identity the type of tree. In areas of dense multiple smaller tree and shrubs coverage, illustrate the edge of the vegetation line and label the area.
- Locate wetlands flagging & safe upland line along lake shore.
- Illustrate flood zones based on final topography.
- Provide three signed and sealed original hard copies of the survey, one digitally signed original as well as CAD file.

Testing

- Two (4ea) Standard Penetration Test (SPT) borings to a depth on the order of 30 feet below grade within the proposed building footprint.
- Three (2ea) Standard Penetration Test (SPT) boring to a depth on the order of 20 feet below grade within the proposed stomwater pond.
- Three (4ea) Standard Penetration Test (SPT) borings to s depth on the order of 10 feet below grade within the proposed pavement areas

- Provide geotechnical reporting for
    - Soil boring logs and classifications
    - Existing groundwater levels and estimated seasonal high levels
    - Discussion on the presence or lack of unsuitable soils (i.e. organics) at the test boring locations, if presents
    - Foundation design recommendations.
    - Pavement design recommendations
    - Site preparation procedures
    - Stormwater pond design parameters.
    - Recommendations for site preparation, excavation and dewatering.

Environmental Support Services

- Field Review/Memorandum Preparation & Permitting Support.
    - Desktop review of parcel limits prior to field surveys to determine any potential constraints that may currently exist.
    - Wetland/Waterbody delineation including field locating and flagging of features.
    - Perform a preliminary listed species site survey to determine the potential for existence of state & federally listed species.
    - Provide an environmental memo that defines any environmental constraints that exist within the specified area.
    - Assist with SWFWMD permit application and joint Environmental Resource Permit application.

Landscape Architectural Services

- Schematic Phase
    - Review the CAD site plan developed by the civil engineer and provide recommendations for adjustments
    - Develop a schematic landscape and hardscape plan for the site. The plan will indicate the locations of trees, shrub massings, and rain gardens. The Schematic design will also include a preliminary planting palette
    - Attend one (1) review meeting with the Client to review the schematic design. Input received will be reflected in the 50% Construction Documents
- Construction Documents Phase
    - Prepare 100% construction documents addressing Project landscape and irrigation indicating plant species, location, quantity, size, spacing, and plating techniques for proposed plant material
    - Irrigation design will include location of controller, mainline, lateral lines, and sprinkler heads as well as installation details. Irrigation design will be prepared following approval of the 60% hardscape and landscape plans
- Permitting Phase
    - Assist the civil engineer in the preparation of the submittal documents required for site plan review and approval by the City of Winter Haven
    - Up to two (2) rounds of comment responses

Site Design/Civil Engineering

- **Task 1-Schematic Design and Preliminary Engineering Services**

1.1 – Conduct a schematic kick-off meeting with the City of Winter Haven to review the conceptual plan scope, detail on current scope of improvements, and other pertinent information needs

1.2 – Following the kick-off meeting, the City of Winter Haven and the design team will meet on site after the project is designed to review the existing conditions and discuss tree removals, and other elements of the project

1.3 – Prepare schematic exhibits as needed 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

1.4 - Review the signed and sealed survey (showing all pertinent tile work elements, known utilities); and AutoCAD drawings at the outset for the Project

1.5 – If deemed necessary, 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

1.6 – Prepare on preliminary Site Plan showing the proposed improvements and exhibits based on; (1) signed and sealed Topographic and Boundary survey; (2) geotechnical findings; (3) LA-provided conceptual site plan with ADA access accommodations, landscape, and irrigation, etc for the Project Site

1.7 – Notify the County, City, electric, gas, and telephone companies one time of the proposed construction and request locations, conflict information, comments, and detail on their existing utilities and service to the Site in an attempt to avoid conflicts

1.8 – Coordinate with the soil scientist and a geotechnical engineer to obtain soil boring tests, the Site and design services to include: (A) Seasonal high water table elevations, soil conductivity (Kvsu & Khsu) and restrictive zones as required for the Environmental Resource Permit (ERP) application package to the SWFWMD; (B) Pavement design (rigid and asphalt); (C) Site preparation recommendations

1.9 – Fire flow rest

- **Task 2-Permitting and Agency Coordination Services**

2.1 – 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 – Prepare civil engineering design permitting plans, specifications, and application package to the City of Winter Haven for review

2.3 – Prepare an Environmental Resource Permit application to the SWFWMD for review for the proposed parking lot

2.4 – Attend a progress meeting with the City of Winter Haven to review the status of the civil engineering plans and discuss any changes or revisions requested

2.5 – Submit a FDEP General Permit application (DEP Form 62-555.900(7) and design plans after a Permit inquiry, if needed, to the City and Polk County Health Department (PCHD) for an onsite potable service line

2.6 – Prepare a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form62-604.300(8)(a)) and sanitary sewer gravity system service lines to be submitted to City/County and the FDEP for review

- **Task 3- Design Development and Final Engineering Services**
  - 3.1 - Based on the pre-application meeting (s) with the City of Winter haven and SWFWMD, final geotechnical data, completed survey, utility owner's feedback, final LA architectural/MEP design information and City of Winter Haven's approval of the 30 percent plans, prepare design development (80 percent substantially complete) 22" x 34" engineering plans to include one Dimensioned Site Plan; Site Grading and Drainage Plan, Landscape and Irrigation Plan, Potable Water and Gravity Sanitary Sewer Service Plan (does not include dry utilities), and Details for the Project Site for the City of Winter Haven, SWFWMD, FDEP, and PCHD permit application submittals
  - 3.2 – 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 total amount of the Design Phase is: **$317,107.00 (Three Hundred Seventeen Thousand One Hundred Seven Dollars and 00/100**)**

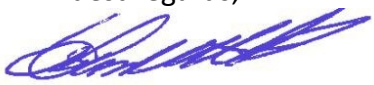
Fire Station No. 5 Design Phase Cost Breakdown:

• Payment & Performance Bonds/Insurance	$7,360.00
• Project Management	$8,400.00
• Programming/Conceptual Design/Site Coordination	$10,750.00
• Schematic Design	$23,640.00
• Design Development Documents	$66,430.00
• Construction Documents	$86,077.00
• Boundary and Topographic Survey Services	$8,625.00
• Testing	$7,480.00
• Environmental Consultant	$8,036.00
• Site Design/Civil Engineering	$71,324.00
• Landscape Architecture	$15,985.00
• Permit Application Fees Allowance	$3,000.00
Fire Station No. 5 Design Phase Total	**$317,107.00**

Excluded: Construction Administration Fees, Planning, Zoning, Variances, Water Storage/Booster pumps, MOT Plans, Easements, Dedications, Permit/Impact fees

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

NOTICE OF FORMAL ACCEPTANCE OF THE DESIGN PRICE PROPOSAL DATED MAY 1, 2024 FOR FIRE STATION 5

This Notice of Formal Acceptance of the Design Price Proposal dated May 1, 2024 for Fire Station 5 from EVERETT WHITEHEAD & SON, INC., a Florida corporation, d/b/a WHITEHEAD CONSTRUCTION, (hereafter "**Whitehead**" or "**Design-Builder**"), (this "**Acceptance**") dated June 24, 2024 is issued by THE CITY OF WINTER HAVEN, a Florida municipal corporation (hereafter "**City**" or "**Owner**"), and in support thereof, states as follows:

WHEREAS, on February 13, 2023, the City and Whitehead entered into a Design-Build Contract for the purposes therein described, including but not limited to, the provisions of Design Phase Work and Construction Phase Services by Whitehead regarding the "New Fire Stations 4 and 5 / Public Safety Facilities"; and

WHEREAS, on May 1, 2024, Whitehead delivered to the City a proposal setting forth a Design Price Proposal in the amount of $317,107.00, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, City staff has evaluated the said Design Price Proposal and deems it acceptable; and

WHEREAS, said acceptance of Design Price Proposal is presented to the City Commission for its consideration and approval.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants, terms, and conditions contained in the Design-Build Contract, the City Commission takes the following actions:

1) Hereby accepts said Design Price Proposal from Whitehead dated May 1, 2024 in the amount of $317,107.00 for Design Phase Work for Fire Station 5;

2) Hereby authorizes the City Manager and/or his designee to execute this Acceptance and take all further necessary actions related thereto; and

3) All provisions of the Design-Build Contract, and any amendments thereto, shall remain in full force and effect.

CITY OF WINTER HAVEN, FLORIDA:

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

_____

By: T. Michael Stavres
Its: City Manager

ATTEST WITH SEAL:

_____

By: Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

_____

By: Frederick J. Murphy, Jr., City Attorney

Acknowledged by:

Signed, sealed and delivered
In the presence of:

_____

_____

EVERETT WHITEHEAD & SON, INC.,
d/b/a WHITEHEAD CONSTRUCTION

By: _____
Print Name: E. Ryan Whitehead
As its: President
Date: _____, 2024

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

May 1, 2024

City of Winter Haven
Attn: Charlie Bird, Public Safety Director
451 Third Street NW
Winter Haven, FL 33881

RE: RFQ-22-40 Design Build Services for Winter Haven Fire Station No. 5 (WC# 6750)

Dear Mr. Bird,

Whitehead Construction is pleased to provide this Design Phase proposal for the City of Winter Haven Fire Station No. 5. This proposal is based on using the current overflow parking area of Lake Hartridge Park as the site of the new fire station in lieu of the original empty parcel adjacent to the boat ramp. Based on previous discussions, it is our understanding that the facility will need to accommodate the following: (2ea) apparatus bays, the standard ancillary spaces (dirty, decon, clean & PPE rooms), (4ea) bunk rooms, (2ea) bunk room bathrooms, kitchen, dining area, (2ea) offices, exercise/fitness room and day room to accommodate (4ea) recliners. Our proposal is for the following scope of work:

General Conditions

- Project Management & Estimating
- Insurance/Bonds

Schematic Design

- A schematic design will be provided based on feedback from mutually agreed upon program, schedule and budget for the project. The documents will include preliminary floor plans, elevations and sections along with selection of major systems and construction materials.
- We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan

Design Development Documents

- Upon approval of Schematic Design Documents, prepare Design Development Documents
- Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents:
    - Plans, sections, one of the two schematic elevations, typical construction details, Diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, 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
    - Develop the initial budget for the cost of the work while working towards the GMP

EXHIBIT "A"

Phased Construction Documents

- Construction Documents (Issued for Owner Approval)
  - Based on approval of the Design Development Documents, prepare Construction Documents for the Owner's approval
  - The level of completion will be approximately 75% of the task
  - 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 material and systems and other requirements for the construction of work
- Construction Documents (Issued for Permit)
  - Based on approval of 75% Construction Documents, prepare 100% Construction Documents for "Issuance for Permit"
  - Documents 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
- Construction Documents (Issued for Construction)
  - Pending any review comments from the building department and inclusion of changes from the bidding process, develop and "Issued for Construction" plan set
  - Provide final costs and establish the final GMP

Boundary and Topographic Survey Services

- Provide topography within the Project Site. Provide spot elevations across the site including elevation of all improvements, low spots, grade breaks, and one foot (+/-) contours based on NVD88 vertical datum
- Locate, depict, and label all existing and aboveground improvements, including but not limited to the EOP, driveways, sidewalks, striping and signage, valves, inlets, storm structures, sanitary sewer cleanouts and manholes, and utility locate information
- Depict the right-of-way, property boundaries, and easements/encumbrances (City to provide title work on the property) Please use the NAd83 horizontal datum
- Locate trees with diameters greater than 6-inches at DBH and identity the type of tree. In areas of dense multiple smaller tree and shrubs coverage, illustrate the edge of the vegetation line and label the area.
- Locate wetlands flagging & safe upland line along lake shore.
- Illustrate flood zones based on final topography.
- Provide three signed and sealed original hard copies of the survey, one digitally signed original as well as CAD file.

Testing

- Two (4ea) Standard Penetration Test (SPT) borings to a depth on the order of 30 feet below grade within the proposed building footprint.
- Three (2ea) Standard Penetration Test (SPT) boring to a depth on the order of 20 feet below grade within the proposed stomwater pond.
- Three (4ea) Standard Penetration Test (SPT) borings to s depth on the order of 10 feet below grade within the proposed pavement areas

EXHIBIT "A"

- Provide geotechnical reporting for
    - Soil boring logs and classifications
    - Existing groundwater levels and estimated seasonal high levels
    - Discussion on the presence or lack of unsuitable soils (i.e. organics) at the test boring locations, if presents
    - Foundation design recommendations.
    - Pavement design recommendations
    - Site preparation procedures
    - Stormwater pond design parameters.
    - Recommendations for site preparation, excavation and dewatering.

Environmental Support Services

- Field Review/Memorandum Preparation & Permitting Support.
    - Desktop review of parcel limits prior to field surveys to determine any potential constraints that may currently exist.
    - Wetland/Waterbody delineation including field locating and flagging of features.
    - Perform a preliminary listed species site survey to determine the potential for existence of state & federally listed species.
    - Provide an environmental memo that defines any environmental constraints that exist within the specified area.
    - Assist with SWFWMD permit application and joint Environmental Resource Permit application.

Landscape Architectural Services

- Schematic Phase
    - Review the CAD site plan developed by the civil engineer and provide recommendations for adjustments
    - Develop a schematic landscape and hardscape plan for the site. The plan will indicate the locations of trees, shrub massings, and rain gardens. The Schematic design will also include a preliminary planting palette
    - Attend one (1) review meeting with the Client to review the schematic design. Input received will be reflected in the 50% Construction Documents
- Construction Documents Phase
    - Prepare 100% construction documents addressing Project landscape and irrigation indicating plant species, location, quantity, size, spacing, and plating techniques for proposed plant material
    - Irrigation design will include location of controller, mainline, lateral lines, and sprinkler heads as well as installation details. Irrigation design will be prepared following approval of the 60% hardscape and landscape plans
- Permitting Phase
    - Assist the civil engineer in the preparation of the submittal documents required for site plan review and approval by the City of Winter Haven
    - Up to two (2) rounds of comment responses

EXHIBIT "A"

Site Design/Civil Engineering

- **Task 1-Schematic Design and Preliminary Engineering Services**

1.1 – Conduct a schematic kick-off meeting with the City of Winter Haven to review the conceptual plan scope, detail on current scope of improvements, and other pertinent information needs

1.2 – Following the kick-off meeting, the City of Winter Haven and the design team will meet on site after the project is designed to review the existing conditions and discuss tree removals, and other elements of the project

1.3 – Prepare schematic exhibits as needed 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

1.4 - Review the signed and sealed survey (showing all pertinent tile work elements, known utilities); and AutoCAD drawings at the outset for the Project

1.5 – If deemed necessary, 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

1.6 – Prepare on preliminary Site Plan showing the proposed improvements and exhibits based on; (1) signed and sealed Topographic and Boundary survey; (2) geotechnical findings; (3) LA-provided conceptual site plan with ADA access accommodations, landscape, and irrigation, etc for the Project Site

1.7 – Notify the County, City, electric, gas, and telephone companies one time of the proposed construction and request locations, conflict information, comments, and detail on their existing utilities and service to the Site in an attempt to avoid conflicts

1.8 – Coordinate with the soil scientist and a geotechnical engineer to obtain soil boring tests, the Site and design services to include: (A) Seasonal high water table elevations, soil conductivity (Kvsu & Khsu) and restrictive zones as required for the Environmental Resource Permit (ERP) application package to the SWFWMD; (B) Pavement design (rigid and asphalt); (C) Site preparation recommendations

1.9 – Fire flow rest

- **Task 2-Permitting and Agency Coordination Services**

2.1 – 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 – Prepare civil engineering design permitting plans, specifications, and application package to the City of Winter Haven for review

2.3 – Prepare an Environmental Resource Permit application to the SWFWMD for review for the proposed parking lot

2.4 – Attend a progress meeting with the City of Winter Haven to review the status of the civil engineering plans and discuss any changes or revisions requested

2.5 – Submit a FDEP General Permit application (DEP Form 62-555.900(7) and design plans after a Permit inquiry, if needed, to the City and Polk County Health Department (PCHD) for an onsite potable service line

2.6 – Prepare a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form62-604.300(8)(a)) and sanitary sewer gravity system service lines to be submitted to City/County and the FDEP for review

EXHIBIT "A"

- **Task 3- Design Development and Final Engineering Services**
  - 3.1 - Based on the pre-application meeting (s) with the City of Winter haven and SWFWMD, final geotechnical data, completed survey, utility owner's feedback, final LA architectural/MEP design information and City of Winter Haven's approval of the 30 percent plans, prepare design development (80 percent substantially complete) 22" x 34" engineering plans to include one Dimensioned Site Plan; Site Grading and Drainage Plan, Landscape and Irrigation Plan, Potable Water and Gravity Sanitary Sewer Service Plan (does not include dry utilities), and Details for the Project Site for the City of Winter Haven, SWFWMD, FDEP, and PCHD permit application submittals
  - 3.2 – 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 total amount of the Design Phase is: **$317,107.00 (Three Hundred Seventeen Thousand One Hundred Seven Dollars and 00/100**)**

Fire Station No. 5 Design Phase Cost Breakdown:

• Payment & Performance Bonds/Insurance	$7,360.00
• Project Management	$8,400.00
• Programming/Conceptual Design/Site Coordination	$10,750.00
• Schematic Design	$23,640.00
• Design Development Documents	$66,430.00
• Construction Documents	$86,077.00
• Boundary and Topographic Survey Services	$8,625.00
• Testing	$7,480.00
• Environmental Consultant	$8,036.00
• Site Design/Civil Engineering	$71,324.00
• Landscape Architecture	$15,985.00
• Permit Application Fees Allowance	$3,000.00
Fire Station No. 5 Design Phase Total	**$317,107.00**

Excluded: Construction Administration Fees, Planning, Zoning, Variances, Water Storage/Booster pumps, MOT Plans, Easements, Dedications, Permit/Impact fees

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

DATE: June 14, 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
David Brannan, Police Chief
Vance Monroe, Deputy Police Chief

FROM: Captain Donald Nunnery

SUBJECT: Purchase (10) HeartStart FRx Defibrillator (A.E.D.)

BACKGROUND

Federal and State law provides that property used to commit, compound, conceal or in any other manner to support commission of a felonious act may be seized and subjected to forfeiture proceedings by the law enforcement agency of jurisdiction. Upon successful forfeiture, such property may be used or sold and the proceeds placed in a special account, for the purpose of enhancing law enforcement, upon the request of the Chief of Police; except that such funds cannot be used for regularly budgeted operations. (Title XLVII, Chapter 932)

In conjunction with the designated lawful authority, the Police Department has established Local/State Confiscated/Forfeiture Account #112-358250-000 in which the proceeds of successful forfeitures, amounting to present balance of $15,059.16 are deposited.

The Winter Haven Police Department currently utilizes HeartStart FRx Defibrillators (A.E.D.). The original purchase of the A.E.D.'s was in the calendar year 2011. Currently (66) units are assigned to Uniformed Personnel and various locations in the City. They are issued to members with the fastest response to a medical call for service, and the stationary ones are located in high-citizen traffic buildings. We want to utilize Police Forfeiture Funds to purchase an additional ten (10) due to aging inventory. The department can continue to make life-saving devices available to our first responders by purchasing additional units.

FINANCIAL IMPACT

The department has enough funding in its Forfeiture accounts to purchase additional A.E.D.'s. It is estimated that the requested purchase will not exceed $12,017.50. The purchase will be from forfeiture

money from the City's forfeiture account; there will be no financial impact to the Police Department's budget or City finances.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to approve this purchase and take any additional actions necessary thereto.

ATTACHMENT

- Phillips AED Quote

PHILIPS

Formal Quotation

Document number: 2301411836
Date of issue: 05/10/2024

Reprint

Last updated: 05/10/2024 18:57:04
Expiration date: 08/08/2024

Our contact details
Account Manager: Jake Nyhart
Telephone: 315-703-1872

Incoterms: CIP WINTER HAVEN
Payment terms: Within 45 Days Due Net

Sold to (94335057):
Winter Haven Fire Department
301 Avenue Gsw
WINTER HAVEN FL 33880
UNITED STATES

Item	Product and Description	Quantity	UoM		Price/Unit	Amount Currency: USD
10	861304 HeartStart FRx Defibrillator	10	PCE	List Price	2,099.00/1 PCE	20,990.00
	C01 Standard Carry Case	10	PCE		155.00/1 PCE	1,550.00
				Net price	2,099.00/1 PCE	10,495.00
	UPC code: 884838080768			Agreement Discount (50%)		-11,270.00
	Agreement number: LTDA458			Net amount	1,127.00/1 PCE	11,270.00
20	989803139311	10	PCE	Net price	115.00/1 PCE	747.50
	Infant/Child Key, FRx Defibrillator			List Price	115.00/1 PCE	1,150.00
	UPC code: 884838038004			Agreement Discount (35%)		-402.50
	Agreement number: LTDA458			Net amount	74.75/1 PCE	747.50
				Total net amount		12,017.50

Philips Healthcare is pleased to inform you that financing of itsproducts and services is available to qualified applicants. To obt ain more information contact Philips Medical Capital @ 866-513-4PMC.

Contract information for:POLK COUNTY - FL

Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:
Contract #LTDA458 Expiration:10/27/2026

MD Buyline -- Please be aware that MD Buyline utilizes Philips current list prices as the basis of calculation for discount comparisons. If you are a customer utilizing a GPO contract with fixed pricing, it is likely that the list price on this quotation is based on an older published price list, and may be considerably less than the current listpricing that MD Buyline uses in its analysis. As such, the MD Buyline discount recommendation may be higher than the Philips offering for yourparticular purchase. If you have a question, please ask your Sales Representative for clarification. Should you

PMSNA-Customer Service SPS Americas
222 Jacobs St
Cambridge, MA 02141-2296
US

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355

PHILIPS

Formal Quotation

Document number: 2301411836
Date of issue: 05/10/2024

Reprint

have concerns or want additional information relative to how discount comparisons are calculated at MD Buyline, please call your analyst at MD Buyline.

All work is scheduled within normal working hours; Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays. All pricing is based on travel zones 1-3. For travel zones beyond 1-3, consult your Philips sales rep for alternate pricing. It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner. Excessive delaysand multiple visits will result in additional charges. All prices are based upon 'adequate access' to work areas that are free from obstruction. If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until theCustomer remediates the asbestos. Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at thestandard grade unless noted otherwise.

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or a discount (including arebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as maybe required by state or federal law, including but not limited to 42 CFR1001.952(h).

In order to facilitate the processing of your order, please include the Philips Quote number and Requested Delivery Date on your Purchase Order. Please email Purchase Orders to: Healthcare.Orders@philips.com and copy (Cc:) your local sales representative.

If a Premier or Vizient group purchasing organization Contract # is listed above, this Formal Quotation (Quotation) and any related accepted purchase order (PO) are subject to the terms and conditions of such Premier or Vizient Contract #, as well as Philips Terms and Conditions of Sale posted at http://www.usa.philips.com/healthcare/about/terms-conditions (“Philips Terms”). If a Contract # is listed above with no reference to Premier or Vizient, this Quotation and any related accepted PO are subject to the terms and conditions of such Contract #. If no specific Contract # is listed above, this Quotation and any related accepted PO are subject to Philips Terms.

This Quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this Quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare.

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Fax: 1-800-947-3299

Philips Healthcare
A division of Philips North America LLC
414 Union St, 2nd Floor
Nashville, TN 37219

PMSNA-Customer Service SPS Americas
222 Jacobs St
Cambridge, MA 02141-2296
US

Via ACH/EFT:
Payee: Philips Healthcare
Bank: Bank of America
Account#: 3750202223
ABA#: 1110-0001-2

Via Check:
Philips Healthcare
P.O. Box 100355
Atlanta, GA 30384-0355

DATE: June 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 & 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 League of Cities Annual Conference

Location: Hollywood, FL

Dates: August 14-17, 2024

Attendees: Mayor Birdsong, Mayor Pro Tem Yates, Commissioners Dollison and Mercer, City Manager Stavres, and Public Affairs & Communication Director Hill

FINANCIAL IMPACT

Conference registration $600, plus hotel, mileage, & per diem costs. Expenses associated with the travel and training outlined above will be accounted for within the Commission and City Managers cost centers.

RECOMMENDATION

Staff recommends the City Commission authorize travel for the participants listed above.

ATTACHMENT

- FLC Conference Information

FLORIDA LEAGUE OF CITIES

ANNUAL CONFERENCE

AUGUST 15-17, 2024

THE DIPLOMAT BEACH RESORT

HOLLYWOOD, FL

REGISTRATION INFORMATION

Paid registration is required to receive housing information, so sign up early! **See page 6 for details.**

Hotel Reservation Deadline: ***July 12, 2024***
Conference Registration Deadline: ***August 2, 2024***

#FLCITIES2024

General Information

The Florida League of Cities (FLC) 2024 Annual Conference will be held August 15-17, 2024, at the Diplomat Beach Resort in Hollywood.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and discover the latest products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Don't miss this opportunity to learn, network and share.

Location/Dates
The Diplomat Beach Resort – Hollywood, FL
Thursday, August 15 - Saturday, August 17, 2024

Registration Hours

Wednesday, August 14:	12:00 p.m. - 4:30 p.m.
Thursday, August 15:	7:00 a.m. - 7:00 p.m.
Friday, August 16:	7:30 a.m. - 5:00 p.m.
Saturday, August 17:	7:30 a.m. - 4:00 p.m.

REGISTRATION FEES

City/County/Government ($600), **Corporate** ($700) and **Guest** ($175): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and Installation and the Inaugural Celebration on Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years ($20) and **Child Guest 3-12 years** ($15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registrations do not include Saturday's Past Presidents' Luncheon or the Inaugural Celebration.**

REGISTRATION PROCEDURES

Online Registration – Credit Cards Only
Visit *flcities.com/annualconference* to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and housing instructions. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

Mail Registration – Checks Only
To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, August 2, 2024**. Name badges and other information can be picked up at the conference registration desk.

General Information

DEADLINES

Registration – Conference registrations must be received no later than **Friday, August 2, 2024**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to $630 for government and $730 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at the Diplomat is **July 12, 2024**. Reservations must be made via an FLC-provided registration link only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

Cancellation Policy
Conference registration cancellation requests must be sent in writing via email to *mhowe@flcities.com*. All cancellations received in the FLC office by 5:00 p.m. **Friday, August 2, 2024**, will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 2 or for early departure from the conference.**

Hotel reservations must be cancelled no later than **72 hours** prior to the scheduled arrival date to avoid a penalty of one night's room and tax.

Special Needs
If you are physically challenged and require special services, or if you have special dietary needs (i.e., allergies or kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Certification Credit
This conference qualifies for 10 points in our **Certified Elected Municipal Official** program. Visit *flcities.com/certificate* for details or contact Christen Barton at *cbarton@flcities.com* for more details.

Live Feeds via Social Media
The League will be posting real-time updates and photos via Facebook, Instagram and X during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2024** in all your conference-related posts.

Thursday is City Shirt Day!
We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 15**.

Contact Information
For additional information, please contact Melanie Howe at *mhowe@flcities.com* or 850.222.9684.

Tentative Program

Following is a tentative schedule of conference events. Be sure to check our website for updates!

WEDNESDAY, AUGUST 14, 2024

12:00 p.m. - 4:30 p.m.
Registration Desk Open

1:00 p.m. - 2:00 p.m.
Florida League of Mayors Nominating Committee Meeting

2:30 p.m. - 4:00 p.m.
Florida League of Mayors Forum
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com for more details.

4:15 p.m. - 5:15 p.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at rembleton@flcities.com.

5:30 p.m. - 6:30 p.m.
Florida League of Mayors Reception
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com for more details.

THURSDAY, AUGUST 15, 2024

7:00 a.m. - 7:00 p.m.
Registration Desk Open

8:00 a.m. - 10:00 a.m.
Florida League of Mayors Board of Directors Meeting

8:00 a.m. - 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four hours of specific continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four-hour session includes two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

NOTE: Registration is limited to the first 175 people and will be on a first-come, first-served basis.

10:00 a.m. - 7:30 p.m.
Exhibit Hall Open

1:00 p.m. - 2:30 p.m.
Legislative Policy Committee Joint Meeting

1:00 p.m. - 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO), but it is not a substitute for the two-day IEMO class.

3:15 p.m. - 4:30 p.m.
Workshops

5:15 p.m. - 6:00 p.m.
Speed Networking
Whether you've just arrived or spent the day in pre-conference workshops and committees, this event will be an energetic ending to the day! Come join your colleagues to meet new friends in a fast-paced, fun environment just before the President's

Tentative Program

Reception. League staff will also be available to answer your conference questions. Please wear your badge and come ready to smile, meet, greet and kick off the League's biggest gathering of the year!

6:00 p.m. - 7:30 p.m.
President's Welcome Reception in the Exhibit Hall

FRIDAY, AUGUST 16, 2024

7:00 a.m. - 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Caressa Andrews-Moye at candrewsmoye@flcities.com for more details.

7:30 a.m. - 8:30 a.m.
FREE Sunrise Yoga
Join us overlooking the beach for a sunrise yoga class. Flow with grace in a variety of postures designed to open up your mind, body and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all levels of fitness. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, ***but pre-registration is required****, and the class is limited to the* ***first 40 participants****.*

7:30 a.m. - 9:00 a.m.
Continental Breakfast in the Exhibit Hall

7:30 a.m. - 1:15 p.m.
Exhibit Hall Open

7:30 a.m. - 5:00 p.m.
Registration Desk Open

8:15 a.m. - 9:15 a.m.
Federal Action Strike Team (FAST) Meeting

9:15 a.m. - 10:30 a.m.
Workshops

10:45 a.m. - 12:15 p.m.
Opening General Session
Featuring the presentation of the E. Harris Drew Award and a keynote presentation by ***Richard Florida****.*

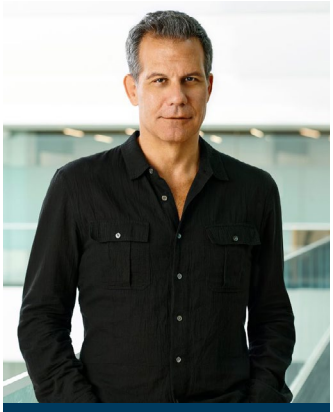

Photo courtesy of Zanetti Photography

Richard Florida

Richard Florida is the world's leading urbanist and international best-selling author of "The Rise of the Creative Class." He is a pioneering researcher and professor at the University of Toronto. He is co-founder of *The Atlantic's*, and now Bloomberg's, CityLab, the leading publication devoted to cities and urbanism. Florida is also the founder of the Creative Class Group, advising companies such as BMW, Audi, Starwood Hotels, Facebook, Instagram, Converse, Microsoft and several others. He serves as a board member with many of the leading real estate, urban innovation and venture capital firms across the globe.

12:15 p.m. - 1:15 p.m.
Sidewalk Café in Exhibit Hall (Cash Sales)

1:30 p.m. - 2:45 p.m.
Workshops

3:00 p.m. - 4:00 p.m.
Workshops

Tentative Schedule

4:15 p.m. - 5:15 p.m.
Workshops

6:00 p.m. - 7:00 p.m.
Membership Networking Event

Evening Open

SATURDAY, AUGUST 17, 2024

7:30 a.m. - 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.
Note that an RSVP is required by August 1 in order to guarantee a seat at a breakfast.

7:30 a.m. - 4:00 p.m.
Registration Desk Open

9:00 a.m. - 9:45 a.m.
Annual Business Meeting

10:00 a.m. - 11:45 a.m.
Second General Session
Featuring recognition of the Years of Service awards and a keynote address by **Erica Dhawan.**


Erica Dhawan

Erica Dhawan is an internationally recognized leading authority, speaker and advisor on 21st century teamwork, collaboration and innovation.

Named as one of the top 50 management thinkers in the world by Thinkers50, she is the author of two bestselling books, "Get Big Things Done: The Power of Connectional Intelligence" and "Digital Body Language: How to Build Trust and Connection, No Matter the Distance." As we continue to experience an increasingly digital world where work practices are changing at a blistering pace, Dhawan shares innovative strategies to unlock the collective power of teams, build a culture of trust across any distance and create authentic engagement to ensure competitiveness. Rated No. 1 on the Top Women Keynote Speakers list, Dhawan frequently appears in the Harvard Business Review, Fast Company and The Wall Street Journal. She holds degrees from Harvard University, MIT Sloan and The Wharton School.

12:00 p.m. - 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. - 3:00 p.m.
Workshop

6:15 p.m. - 11:00 p.m.
Inaugural Celebration
Don your best cocktail attire and enjoy a night under the big top with **iL CiRCo**. Be amazed by acrobats and contortionists, watch impressive feats of balance and juggling skills and marvel at the grace of the aerialists. After the show, enjoy drinks and dancing late into the night.

Schedule and speakers subject to change.

Conference Housing Information

The **Diplomat Beach Resort*** will serve as the conference hotel. It is located at 3555 S. Ocean Drive in Hollywood. The hotel's phone is 954.602.6000. (**NOTE**: Reservations may be made via an FLC-provided reservation link only. Please **do not** call the Diplomat to make reservations until you receive this code.) FLC has secured the reduced rate of **$32.80** per day for self-parking and **$41.60** per day for valet parking.

The landmark Diplomat sits right on Hollywood Beach and features incredible views of the Atlantic. The hotel boasts a spectacular two-level lagoon-style pool and many water activities. Visit the hotel's website at *diplomatresort.com* for more details. **The Diplomat is a smoke-free property.**

**The Diplomat's lobby and upper pool deck will be under renovations during our conference.*

ROOM RESERVATIONS – IMPORTANT – PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at the Diplomat is **July 12, 2024**, and the rate is **$199/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, **so please register early**.



DATE: June 17, 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 & 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: International City/County Management Association (ICMA) Annual Conference

Location: Pittsburgh, PA

Dates: Sept 20-23, 2024

Attendees: City Manager Stavres and Deputy City Manager Carnevale

FINANCIAL IMPACT

Conference registration $810, plus hotel, flights, & per diem costs. Expenses associated with the travel and training outlined above will be accounted for within the City Managers cost center.

RECOMMENDATION

Staff recommends the City Commission authorize travel for the participants listed above.

ATTACHMENT

- ICMA Conference Information

2024 ICMA ANNUAL CONFERENCE

SEPTEMBER 21–25 | PITTSBURGH
ALLEGHENY COUNTY, PENNSYLVANIA

PRELIMINARY PROGRAM

Registration and Housing Open
Wednesday, June 12 at 12pm EST
conference.icma.org



Title Sponsor MissionSquare RETIREMENT

Powered by ICMA-RC

ICMA CODE OF ETHICS ✳ **100 YEARS** ✳ ESTABLISHED 1924

Photo courtesy of Visit Pittsburgh



2024 ICMA ANNUAL CONFERENCE

The 2024 International City/County Management Association (ICMA) Annual Conference will be held at the David L. Lawrence Convention Center in Pittsburgh, Pennsylvania. Plan to join us in Pittsburgh and see the city's transformation into a leader in healthcare, education technology, and financial services. Experience firsthand a shining example of how to overcome challenges to create a vibrant, thriving, and equitable community.

Pittsburgh, affectionately known as the Burgh, is a city wrapped in three rivers: the Allegheny, the Monongahela, and the Ohio. Pittsburgh is a green and outdoor city with trails and parks intertwined throughout. No matter what your interests are, you're sure to find something to love in Pittsburgh. It's a city that has something to offer everyone.

Local government managers play a vital role in shaping the communities they serve by overseeing a wide range of services, from infrastructure to education to public safety, managing the budget and planning for the future. The 2024 ICMA Annual Conference is an opportunity for everyone in local government, anywhere in the world, to come together.

Here's what you can expect in Pittsburgh

- Professional development opportunities for every career stage.
- Inspirational keynote speakers with diverse backgrounds and expertise who will inspire you and help you hit the reset button.
- New tools and techniques presented by experts in the local government management profession.
- Networking opportunities with local government professionals from around the world.
- Products and services from solution providers in the Exhibit Hall.
- A place where local government leaders and professionals from all backgrounds can stand together as a profession.

Selected sessions will be recorded and available for purchase after the conference.

REGISTRATION INCLUDES

- General Sessions, 150+ Education Sessions, Skill-Building Workshops, and Discussions
- An Exhibit Hall featuring more than 150 companies showcasing the latest and greatest in local government innovations, attendee engagement opportunities, and much more!
- Peer-to-Peer Networking
- Exhibit Hall Grand Opening Reception
- Attendee Lunches and Refreshment Breaks (Mon/Tue)
- Team/Group Discounts of 15% for Two or More Attendees



Photo courtesy of Heinz History Center



EDUCATION TRACKS

The 2024 ICMA Annual Conference education sessions are organized into tracks aligning with the 14 Practices for Effective Local Government Management and Leadership. Each practice is represented in at least one track.

Tracks include:

Digital Agility

An exploration of the latest digital technologies and data-driven decision-making.

Addresses Practice 11: Technological Literacy

Leadership

Adapting leadership approaches to navigate change and uncertainty.

Addresses Practice 6: Strategic Leadership

Livable Communities

Addressing "wicked problems" and building community resilience.

Addresses Practices: 2 Community Engagement, 7 Strategic Planning, 8 Policy Facilitation and Implementation, 9 Community and Resident Service, 10 Service Delivery, 14 Communication and Information Sharing

Management

Future-proof processes, systems, and policies in local government.

Addresses Practices: 1 Personal and Professional Integrity, 3 Equity and Inclusion, 4 Staff Effectiveness, 6 Strategic Planning, 8 Policy Facilitation and Implementation, 12 Financial Management and Budgeting, 13 Human Resources Management and Workforce Engagement

Self-Transformation

Unlocking your potential, enhancing well-being, and creating positive change.

Addresses Practice 5: Personal Resiliency and Development

Service Delivery

Reimagining service delivery and public safety operations.

Addresses Practices: 9 Community and Resident Service and 10 Service Delivery

Thriving Economies

Promoting economic mobility and inclusive, sustainable development.

Addresses Practices: 6 Strategic Leadership, 7 Strategic Planning, 12 Financial Management and Budgeting.



ICMA ANNIVERSARIES

Celebrating 100 Years of Ethical Leadership in Local Government

A legacy guided by the ICMA Code of Ethics.

Established in 1924 at the ICMA Annual Conference in Montreal, Canada, the ICMA Code of Ethics has been a guiding force for ethical leadership in local government for a century.

As part of this historic commemoration, ICMA is engaging in initiatives to highlight the significance of ethical governance and its impact on communities. The campaign and website "A Century Strong: Shaping Ethical Leaders, Transforming Communities," (icma.org/ethics100) celebrates the legacy of ethical leadership and emphasizes the enduring principles ICMA members uphold in their personal and professional conduct.

Commemoration of the centennial launched in January 2024 and will feature a celebration at ICMA's Annual Conference, September 21-25, 2024, in Pittsburgh/Allegheny County, Pennsylvania, that will continue through December 2024.

2024 also commemorates these anniversaries:

100 years – "I" in International

50 years – ICMA Senior Advisors Program

20 years – ICMA Local Government Management Fellows Program



SCHEDULE OF EVENTS

For schedule updates, please visit **conference.icma.org**.
All times are listed in Eastern Standard Time and are subject to change.

SATURDAY, SEPTEMBER 21

7:00 am	–	5:00 pm	Registration Open
7:00 am	–	5:00 pm	The Burgh Attendee Lounge Open
8:00 am	–	5:00 pm	ICMA Micro-Certification Sessions*
8:00 am	–	5:00 pm	Sporting Events*
9:00 am	–	1:45 pm	Art of Assistant Leadership Sessions
10:15 am	–	4:15 pm	Education Sessions and Discussions
12:30 pm	–	5:00 pm	Mobile Workshops*
6:30 pm	–	9:00 pm	Opening Party at PNC Park*
9:00 pm			Open for Exhibitor/Sponsor/Affiliate Events

SUNDAY, SEPTEMBER 22

6:45 am	–	5:00 pm	Registration Open
6:45 am	–	5:00 pm	The Burgh Attendee Lounge Open
7:15 am	–	1:00 pm	Sporting Events*
8:00 am	–	12:00 pm	ICMA Micro-Certification Sessions*
8:00 am	–	9:00 am	Regional Meetings
9:15 am	–	12:45 pm	Education Sessions and Discussions
10:00 am	–	12:30 pm	Mobile Workshops
11:45 am	–	1:15 pm	Equity and Inclusion Leaders Luncheon*
1:30 pm	–	3:30 pm	Opening General Session
3:30 pm	–	6:30 pm	Exhibit Hall Grand Opening Reception
4:15 pm	–	5:30 pm	Product Theaters
6:30 pm			Open for Exhibitor/Sponsor/Affiliate Events

MONDAY, SEPTEMBER 23

7:00 am	–	5:00 pm	Registration Open
7:00 am	–	5:00 pm	The Burgh Attendee Lounge Open
7:45 am	–	5:00 pm	Education Sessions, Discussions, Skill-Building Workshops and Product Theaters
10:00 am	–	11:30 am	General Session
11:30 am	–	1:30 pm	Exhibit Hall Lunch
11:30 am	–	4:00 pm	Exhibit Hall Open
11:45 am	–	1:15 pm	SheLeadsGov Luncheon*
11:45 am	–	5:00 pm	Mobile Workshops*
5:00 pm			Open for State/Alumni Receptions/Exhibitor/Sponsor/Affiliate Events

* Additional fee applies

SCHEDULE OF EVENTS CONTINUED

TUESDAY, SEPTEMBER 24

7:00 am	–	5:00 pm	Registration Open
7:00 am	–	5:00 pm	The Burgh Attendee Lounge Open
7:45 am	–	4:30 pm	Education Sessions, Discussions, Skill-Building Workshops and Product Theaters
10:00 am	–	11:30 am	General Session
11:30 am	–	1:30 pm	Exhibit Hall Lunch
11:30 am	–	3:00 pm	Exhibit Hall Open
11:45 am	–	1:15 pm	Assistant Chief Administrative Officers (ACAO) Luncheon*
12:30 pm	–	4:00 pm	Mobile Workshops*
6:30 pm	–	8:30 pm	Tuesday Night Event at the Heinz History Center*
8:30 pm			Open for Exhibitor/Sponsor/Affiliate Events

WEDNESDAY, SEPTEMBER 25

7:30 am	–	9:00 am	Inspirational Breakfast*
7:30 am	–	11:45 am	Registration Open
7:30 am	–	11:45 am	The Burgh Attendee Lounge Open
7:30 am	–	8:45 am	Grab and Go Breakfast
7:45 am	–	9:45 am	Education Sessions, Discussions, Skill-Building Workshops
10:00 am	–	11:30 am	Closing General Session
11:30 am			Open for Exhibitor/Sponsor/Affiliate Events

As of 5/15/2024

* Additional fee applies

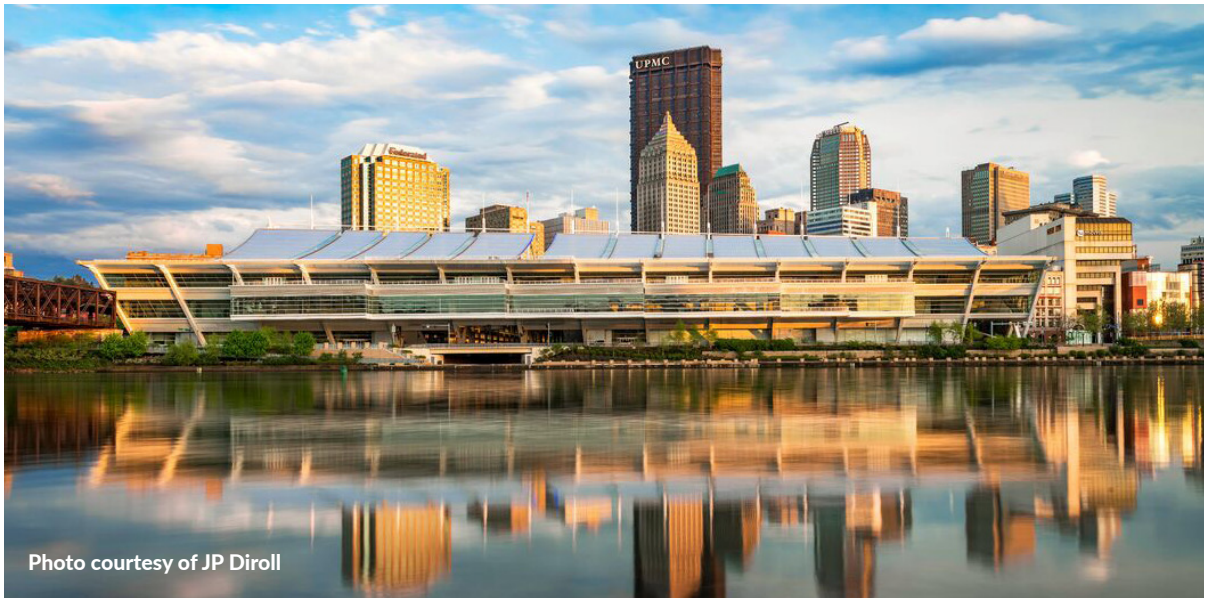

Photo courtesy of JP Diroll



EXHIBIT HALL

ICMA exhibitors will be eagerly awaiting your arrival in Pittsburgh, ready to share the latest products and services that will help you solve organizational challenges, develop leadership skills, advance your career, and find inspiration to create a lasting impact in your community. When planning your schedule, be sure to allow for time in the Exhibit Hall to experience the following:

- Sunday Evening Exhibit Hall Grand Opening Reception (includes one drink ticket and hors d'oeuvres)
- Refreshment Breaks on Monday and Tuesday afternoon
- Lunch on Monday and Tuesday
- Product Theater Presentations
- Attendee Relaxation Lounge
- Headshot Lounge
- Puppy Park
- And More!

To view a current list of exhibitors, please visit conference.icma.org.







REGISTRATION

PLEASE NOTE! All attendees must first register for the conference before being able to book and reserve an ICMA Annual Conference hotel room. After registering, attendees will have access to securing a hotel room with discounted rates in the ICMA room block. Reservations are accepted on a first-come, first-served basis beginning when housing and registration open on Wednesday, June 12 at 12 noon EST. **Please do NOT contact the hotels directly.**

Registration Rates: In-Person

	Best Value Rate (By August 14)	**Regular Rate** (Beginning August 15)
Member	$810	$890
Non-Member	$1,625	$1,790

Group Registration

Team registrations are available for groups of two or more attendees. Each participant will receive 15% off their applicable registration rate. For more information, please visit conference.icma.org/registration.





CONFERENCE HOTELS

You must first register for the 2024 ICMA Annual Conference before you secure a hotel reservation.

Reservations are accepted on a first-come, first-served basis beginning Wednesday, June 12 at 12:00 PM, when housing and registration open. ICMA will send further information as the date approaches. Please do NOT contact the hotels directly. For a detailed listing and descriptions of all ICMA conference hotels and a map of the hotels, please visit conference.icma.org/hotel-and-travel.

Hotel	Room Rate	Distance from DLCC**
AC Hotel	$195	2 blocks
Courtyard by Marriott	$229	1 block
*DoubleTree by Hilton Hotel and Suites	$194	4 blocks
Drury Plaza Hotel	$189	1 block
Embassy Suites by Hilton	$215	4 blocks
*EVEN Hotel	$189	6 blocks
*Fairmont	$309	5 blocks
Kimpton Hotel Monaco	$209	3 blocks
Omni William Penn Hotel	$229	4 blocks
*Pittsburgh Marriott City Center	$195	6 blocks
*Renaissance Pittsburgh Hotel	$215	4 blocks
Westin Convention Center	$235	Connected
*Wyndham Grand	$199	7 blocks

*ICMA will provide complimentary shuttle service between these hotels and the David L. Lawrence Convention Center (DLCC).

See yinz in the Burgh!

Partner with ICMA

Megan Sherman
Senior Manager Conferences and Sponsorships
sponsorshipteam@icma.org

Exhibit at ICMA

Contact:
ICMA@corcexpo.com
312-265-9648

DATE: June 13, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Angie Hibbard, CRA Manager

SUBJECT: Florence Villa Property Acquisition

BACKGROUND

In September 2022 an updated plan for The Florence Villa CRA was completed and adopted by Resolution R-22-37. Included in the Plan is Goal 1: Attract business and economic development opportunities; and Goal 2: Improve housing conditions and increase affordable housing stock.

In the Fiscal Year 2023-24 Florence Villa CRA budget there is money allocated for both Professional Services Other and for Other Capital Improvements Property Acquisition. Staff worked with Florida Acquisition and Appraisal Inc. to develop a plan to identify properties and start the acquisition process. They have provided a proposal for the following services:

- Preliminary parcel research to identify parcels of opportunity
- Site inspection of properties
- Procurement of 50 year Title search for parcels chosen
- Preliminary cost estimates including local sales research for land values
- Valuation services including Broker Price Opinions and procure and manage appraisal services
- Negotiation of voluntary acquisition and purchase agreement of willing seller or donor
- Coordinate closing services and recording appropriate documents

City staff and Florida Acquisition and Appraisal Inc. will work with members of the community to identify key properties available or potentially available for acquisition. Acquisition and aggregation of properties in Florence Villa, particularly along First Street, is the first step towards facilitating major redevelopment opportunities. No properties will be “taken” or forced to participate in the program.

FINANCIAL IMPACT

Total estimated cost is not to exceed $650,000. $150,000 from the Professional Services Other line item for services leading to a Sales Contract and $500,000 from the Capital Improvements line item for the acquisition or purchase of properties.

RECOMMENDATION

Staff recommends the City Commission approve the Florida Acquisition and Appraisal Inc. proposal and authorize the City Manager to take any actions necessary and related thereto.

ATTACHMENT

- Florida Acquisition and Appraisal proposal

FLORIDA ACQUISITION & APPRAISAL INCORPORATED

Licensed Real Estate Broker

April 3, 2024

Eric Labbe, AICP
Economic Opportunity & Community Investment Director
City of Winter Haven

RE: Scope and Hourly Fees for Voluntary Advisory Services
Florence Villa CRA

Dear Mr. Labbe:

Florida Acquisition & Appraisal, Inc. (FLAA) is pleased to provide the Florence Villa CRA and City of Winter Haven with a scope and fee proposal for the above referenced services. Below is our proposed scope of services and our assumptions.

PROJECT DESCRIPTION

The Florence Villa CRA Acquisition Task entails finding appropriate parcels for voluntary acquisition, evaluating the land rights and acquiring an as yet to be determined number of parcels. Generally, the services being considered under this proposal are:

- Meetings with City staff and consultants, as requested
- File creation/administration and
- Preliminary parcel research to identify parcels of opportunity:
  - Properties that match the CRA's criteria
  - Properties for sale, distressed, uneconomic, etc
- Site inspection of properties
- Procurement of 50-year title search for parcels chosen for acquisition
- Local sales research for land values
- Preliminary cost estimates to narrow CRA selection
- Submit to CRA to determine target properties
- Valuation Services:
  - Develop an Agent Price Estimate or Broker Price Opinions with appropriate land and improvement values, OR
  - Procure and manage appraisal services
- Solicitation of a willing seller or donor; negotiation of voluntary acquisition
- Secure a signature on a purchase agreement, if possible
- Create closing documents using City supplied templates
- Transmit purchase agreement and closing documents to CRA/City for signature and appropriate processing
- Procure closing services and title insurance, if necessary (promulgated rate, pass-through)
- Recording appropriate documents in the Polk County Public Record (pass-thru expense)
- File retirement

Acquisition

Appraisal

Relocation

Cost Estimating

Property Management

Lawsuit Preparation

SCOPE OF ACQUISITION SERVICES

Management. FLAA shall provide all necessary consultant management, subcontracting and administrative support to the City of Winter Haven in its conduct of the Florence Villa CRA voluntary acquisition project. After parcel selection by the CRA, FLAA shall attempt to acquire the necessary properties in fee simple (or other as instructed). FLAA's production management, administration, quality assurance, acquisition/negotiation, support, and initial title will be in the fee proposal, with travel and ancillary expenses are included.

T (855) 777-3522
P (813) 241-6354
F (813) 864-0099

PO Box 89007
Tampa, FL 33689

410 S. Ware Blvd.
Suite 700
Tampa, FL 33619

The CRA is responsible for all incidental expenses related to the real property transaction. Some of those expenses include, but are not limited to: Legal fees, documentary stamps, recording fees, title updates, title insurance (if requested by the CRA), price estimates, appraisals, surveys, and/or other fees and costs as necessary.

Solicitations will be presented to the property owner and negotiations commence to obtain the property at the lowest possible price.

FLAA proposes utilizing the services of the following subconsultants:

- Network Transaction Solutions (NTS Pros, Adam Helling) for title searches, updates, commitments, subordinations, closings, and title insurance services, as necessary.

FLAA has connections and working relationships with numerous appraisers throughout the state. Should an appraisal be requested or required for an acquisition, FLAA shall submit to the City a quote for the service with the anticipated schedule for delivery.

Deliverables provided by the City. The City shall provide any historical contacts regarding properties assigned. Documents previously used on the Lake Elbert Trail project shall be modified and presented to the City for legal approval. All final documents shall be approved by the City's Legal Counsel or designee, as appropriate, if requested by the CRA.

Solicitation and Negotiations. FLAA shall procure appraisals or provide Agent Price Estimates (APE) or Broker Price Opinion (BPO) for each parcel chosen to submit to the CRA/City for review and acceptance. Recent sales and property listings will be researched, and a range of value will be established. An agent with knowledge of the market will review the property and set the square foot value for the land. Any improvements on the parcel will be valued according to the Marshall and Swift manual, such as grass, asphalt, concrete, fencing, or other minor improvement. If a property is estimated to be valued above $100,000.00, the CRA/City will be notified to determine if an appraisal shall be ordered. The appraisal (if ordered), BPO, or APE will be submitted to the CRA/City for acceptance.

City-accepted values will be utilized as the basis of the voluntary acquisition solicitation unless instructed otherwise. FLAA recommends not making written solicitation until a verbal agreement is reached and approved by the CRA/City.

It is the intention of FLAA to conduct all initial solicitations verbally and in-person, as acceptable by the owner or their representative. An FLAA agent shall be available for in-person meeting to secure proper conveyance of property voluntarily provided by the property owner. However, FLAA shall comply with owners' wishes to communicate by other means, including phone calls, Teams, Skype, Zoom, FaceTime, or other audio-visual capability reasonable and necessary.

FLAA shall **always** negotiate in the interests of the CRA and City. In the event of a counteroffer by the property owner, the counteroffer will be examined and shared with the CRA/City immediately with a recommendation made to the CRA/City based on a cost/benefit analysis, and other strategies as necessary.

Agreement. FLAA shall secure a signed Purchase and Sale Agreement with the property owner, if possible.

Voluntary Conveyance (Closing) Services. FLAA shall utilize e-recording services on parcels closed by FLAA and NTS Pros to close and record any document in support of the voluntary acquisition of a complex closing. FLAA also suggests title insurance be utilized on complex closings. For simple closings, FLAA will close the parcel under the auspices of the City Attorney.

General. FLAA shall invoice monthly, in accordance with the Price Proposal. As noted, FLAA shall maintain high standards of personal conduct as we relate with City staff and the property owners. We shall maintain high standards of record keeping, management control, and reporting. We shall liaise with the CRA/City to ensure that you can effectively oversee our efforts. We shall be available for meetings and telephone calls at your discretion.

ASSUMPTIONS

- Project consists of fee-simple acquisition of whole properties.
- FLAA shall be contracted to provide these services for up to one year, or until project completion, whichever occurs first. Should an extension be necessary and requested, FLAA and the City shall discuss prior to a contract extension, purchase order, or task amendment will be issued by the City.
- Costs of subconsultants for services, including title searches and updates, title insurance, closings, and escrow shall be a pass-through expense.
- Ancillary costs, such as recording fees and doc stamps, shall be a pass-through expense.
- The CRA/City will provide deliverables to FLAA at NTP:
  - A list of parcels known by the CRA/City to be candidates
  - Historical parcel contacts; and
  - Documents required by the City to convey property interests or provide useful information

PROPOSED FEES

FLAA is providing an hourly rate for each labor category. We propose to utilize an hourly rate billing since the number of parcels and the acquisition complexity are not currently known. FLAA will only bill for hours used and has a proven system of tracking hours. FLAA will invoice monthly based on hours and pass-through expenses.

Classification	Loaded Hourly Rate
Project Manager	$ 165.00
Senior R/W Agent	$ 140.00
Right of Way Agent	$ 110.00
Administrative Asst.	$ 85.00
Subconsultant Pass-Through Estimate	
Title Company	*See Attachment A*
Appraiser	*TBD*

Sincerely,

FLORIDA ACQUISITION & APPRAISAL, INC.

Jack Curatelli

Jack Curatelli
President, SR/WA

Joseph Blair

Joseph Blair
Project Manager

Attachment A

From: Adam Helling
Sent: Tuesday, April 2, 2024 12:23 PM
To: David Montalvo; Joe Blair
Cc: Jack Curatelli
Subject: RE: Winter Have CRA

From: Adam Helling <adam@ntspros.com>
Sent: Tuesday, April 2, 2024 9:24 AM
To: Joe Blair <jblair@flaa.com>
Cc: David Montalvo <dmontalvo@flaa.com>; Jack Curatelli <jcuratelli@flaa.com>
Subject: Winter Have CRA

Good morning Joe,

It was a pleasure speaking with you yesterday, concerning the CRA project with the City of Winter Haven.

Per our discussion, please find the below schedule of fees for search work, closings and title insurance.

Prelim Title Search Fee:	$125.00 (Platted property)
Prelim Title Search Fee:	$250.00 (Unplatted property)
Title Commitment for Closing Fee:	$0.00 (Update of prelim title search only)
Closing Fee (No Curative):	$650.00
Closing Fee (Curative Matters):	$1,250.00

Please let me know if you would like to discuss further.

Thanks

Adam Helling | Sr. Examiner/Underwriter

1605 S. Alexander St., Suite 101
Plant City, FL 33563
Office: 813.750.1665 ext.1326
Fax: 813.517.8411
adam.helling@NTSPros.com

www.networktransactionsolutions.com

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DATE: June 14, 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
Devon Moore, Senior Environmental Scientist

SUBJECT: Lake Idyl Sediment Inactivation Project FDEP Grant Application

---

BACKGROUND

Lake Idyl is a 20-acre lake that was recently designated as impaired for nutrients, including total phosphorus and total nitrogen, according to the Florida Department of Environmental Protection's (FDEP) latest assessment period. In response to this designation, the City submitted an alternative restoration plan, known as a 4e plan, which includes several projects designed to address one or more pollutant sources affecting Lake Idyl.

City staff have been collaborating with EutroPHIX to develop one of these potential projects. This project would involve utilizing EutroSORB G, a granular agent that binds to available phosphorus in the sediments, thereby reducing internal pollutant loading in Lake Idyl and significantly improving its water quality. The project is estimated to remove 1,100 lbs. of bioavailable phosphorus through two broadcast applications of the EutroSORB G product over an 18-month period. In addition to the product application, the project would include sediment and water quality monitoring components.

State funding is currently available through the FDEP Water Quality Improvement Grant program. The Lake Idyl sediment inactivation project could be highly competitive for this grant and may rank highly as an efficient management strategy to reduce phosphorus in Lake Idyl.

The total project cost is estimated to be around $230,000. Staff intends to submit a grant application, requesting $220,000, with the City contributing the remaining $10,000. Although this grant does not require a funding match, the availability of contributing funds is a factor in the evaluation and award process.

FINANCIAL IMPACT

There is no financial impact with applying for the FDEP Water Quality Improvement Grant. If the City were to be awarded the requested $220,000, the City would be responsible for the remaining $10,000 needed for the project. This is a reimbursement grant, and therefore the City would be reimbursed after milestones within the project are reached, should an award be received.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to submit the 2025 FDEP Water Quality Improvement Grant application and take any additional actions necessary thereto related to applying for and receiving the requested grant funding.

ATTACHMENT

- Lake Idyl Sediment Inactivation Project Plan

Lake Idyl, FL
Restoration Plan

City of Winter Haven, FL

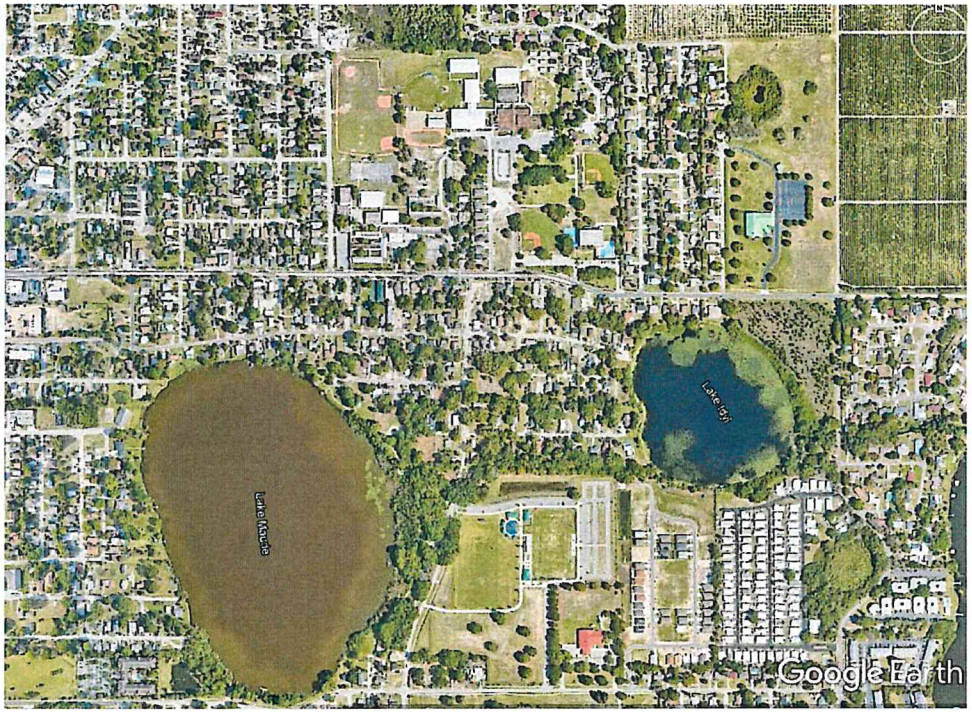
February 28th, 2024

March 28th, 2024

EutroPHIX™

Lake Idyl, FL

- Size: 19 acres
- Mean depth: 6 ft
- Max depth: 10 ft
- Receives excess water from Lake Maude that discharges to Lake Buckeye via a weir
- One of the primary factors driving WQ decline is stormwater conveyed from the 231-acre drainage basin
- Est. stormwater nutrient loading:
  - TP: 154 lbs/yr.
  - TN: 934.9 lbs/yr.
- Priority area 1: Residential area north of Lake Idyl
- Proposed stormwater improvements annual removal estimates:
  - TP: 60 lbs
  - TN: 386 lbs



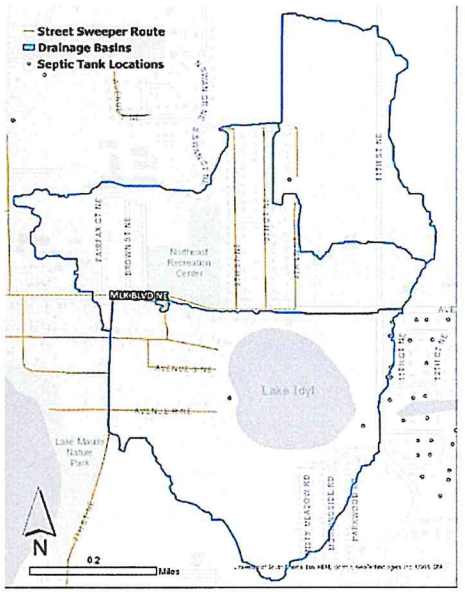


Figure 3-108. Map of Lake Idyl's drainage basin, City street sweeper routes, and nearby septic systems.

https://earth.google.com/web/@28.04096171,-81.71811959,43.67467189a,2613.40912873d,35y,-0.00575585h,0.29072404t,359.99719635r/data=OgMKATA

EutroPHIX™

Source: https://www.mywinterhaven.com/264/Annual-Lakes-Report

Lake Idyl Restoration 2-Year Plan

Lake Idyl, FL Restoration Plan		
2-Year Plan	Year 1	Year 2
EutroSORB G (lbs.)	27,817	27,817
Est. Material Costs	$91,797	$91,797
Application	$18,000	$18,900
Sediment Monitoring	$3,390	$1,695
Subtotal	$113,187	$112,392
Total (shipping not included)	$225,578	

Total BAP (lbs)	$/lb-P
1,113	$222

EutroPHIX™

Lake Idyl Sediment Monitoring 2-Year Plan

Sediment Monitoring 2-Year Plan	
Sites	3
Events: 6, 12, 24 months post-treatment	3
Total Samples	9
Cost/sample (Level 2 Fractionation)	$565
Year 1	$3,390
Year 2	$1,695
Total Cost	$5,085

EutroPHIX™

DATE: June 17, 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
Devon Moore, Senior Environmental Scientist

SUBJECT: Lake Idyl Stormwater Improvement Project – Phase 1 Grant Application

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BACKGROUND

Lake Idyl is a 20-acre lake that was recently designated as impaired for nutrients, including total phosphorus and total nitrogen, according to the Florida Department of Environmental Protection's (FDEP) latest assessment period. In response to this designation, the City submitted an alternative restoration plan, known as a 4e plan, which includes several projects designed to address one or more pollutant sources affecting Lake Idyl.

Through the Winter Haven Watershed Management Plan Report, also known as SAIP, conceptual designs were rendered for a multi-phase project involving the installation of exfiltration systems and a baffle box to capture and remove stormwater pollutants from Lake Idyl's primary drainage basin. Staff aims to implement the first phase of the project, which involves installing approximately 1000 linear feet of exfiltration pipes along 8th Street NW to improve water quality. This phase is estimated to remove approximately 1100 lbs. of nitrogen and 175 lbs. of phosphorus over a 20-year period, with a cost/benefit removal efficiency estimated at $578/lb. for nitrogen and $3,703/lb. for phosphorus. Additionally, this phase would promote the infiltration of approximately 202 acre-feet of stormwater runoff over 20 years.

State funding is currently available in FY 2026 through the FDEP Nonpoint Source Management Grant (EPA 319) program. Phase 1 of the Lake Idyl Stormwater Improvement project would be competitive for this grant and may rank highly due to the nutrient reduction and infiltration components of this project.

The total cost for this phase of the project is estimated to be around $640,000. Staff intends to submit a grant application requesting $384,000. If awarded, the City would need to fund the remaining $256,000 needed to construct the project.

FINANCIAL IMPACT

There is no financial impact with applying for the FDEP Nonpoint Source Management Grant (EPA319). The grant does require a 40% match. If the City were to be awarded the requested $384,000, the city would be required to match $153,600.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager to submit the FDEP Nonpoint Source Management Grant Application for consideration in FY 2026 and take any additional actions necessary thereto related to applying for and receiving the requested grant funding.

ATTACHMENT

- Winter Haven Watershed Management Plan Excerpts to include:
  - Priority Problem Area 1 Concept Analysis
  - Table 18 – Concept 1 Pollutant Loading Estimates
  - Table 24 – Cost-Benefit Summary
  - Figure 36 – Priority Area 1 Concept Map
  - Appendix A – Concept Cost Estimate Phase 1A

8 BMP Analysis

The following sections outline proposed improvement concepts for each of the six (6) problem areas outlined above. Each concept utilizes various stormwater Best Management Practices (BMPs) to capture, route, and/or treat local stormwater runoff to reduce flood risk to local infrastructure and/or reduce discharge of pollutants to nearby surface water bodies. The primary BMPs proposed as part of this project include:

- Exfiltration Pipe Systems
- Surface Retention Areas/Rain Gardens
- Nutrient Separating Baffle Boxes
- Traditional Drainage Pipes and Structures
- Stromwater Pump Systems

8.1 Priority Problem Area 1 – Concept Analysis

The improvement concept for Priority Area 1, as shown on **Figure 36**, expands the existing stormwater collection system to increase capture, retention, and infiltration of stormwater runoff using approximately 1,300 LF of exfiltration pipe. Additionally, a baffle box is proposed at the system's outfall, prior to discharge to Lake Idyl.

The concept has been evaluated in three (3) phases outlined below:

- Phase 1A – Construction of ~1,000 LF of 36" exfiltration pipe and associated structures along 9th Street NE, 9th Court NE, and Avenue V NE. The proposed exfiltration system will connect into the existing drainage pipe running south along 9th Street NE to Avenue T NE.
- Phase 1B – Construction of ~300 LF of 36" exfiltration pipe and associated structures along the northern portion of 9th Lane NE. The proposed exfiltration system will connect into the existing drainage pipe running along Avenue T NE through a proposed 350 LF drainage pipe.
- Phase 1C – Construction of a nutrient separating baffle box at Avenue T NE. just before the outfall to Lake Idyl.

Drainage basins were delineated for each phase, as shown on **Figure 37**, to evaluate the system's capacity to capture, retain, and infiltrate stormwater and calculate the potential pollutant loading reductions associated with each phase. The pollutant loading rates were calculated using the approach previously outlined, in conjunction with the BMPTrains software, developed by the University of Central Florida (UCF), to estimate the potential reductions. **Table 18** provides a summary of the estimated loading calculations. A preliminary estimation of construction costs was developed as part of **Appendix A**.

Table 18 Concept 1 Pollutant Loading Estimates

Phase	Treatment Feature	Acres Treated	Existing Runoff (ac-ft/yr)	Existing TN (lb/yr)	Existing TP (lb/yr)	Runoff Reduction (%)	TN Reduction (%)	TP Reduction (%)	Runoff Captured (ac-ft/yr)	TN Captured (lb/yr)	TP Captured (lb/yr)
1A	Exfiltration Pipes	7.3	15.3	83.2	13.0	66%	66%	66%	10.1	54.9	8.6
1B	Exfiltration Pipes	2.1	4.6	23.3	3.5	67%	67%	67%	3.1	15.6	2.4
1C	Baffle Box	47.4	86.9	353.5	51.9	0%	15%	20%	0.0	53.0	10.4
Overall	**Treatment Train**	56.8	106.8	460.0	68.4	12%	31%	33%	13.2	142.6	22.6

8.2 Priority Problem Area 2 – Concept Analysis

The improvement concept for Priority Area 2, as shown on **Figure 38**, expands the existing stormwater collection system to increase capture, retention, and infiltration of stormwater runoff using approximately 1,700 LF of exfiltration pipe prior to outfall to Lake Mirror.

The concept has been evaluated in three (3) phases outlined below:

- Phase 2A – Construction of ~750 LF of 36" exfiltration pipe and associated structures along 8th Street NW. The proposed exfiltration system will connect into the existing drainage pipe running west along Avenue L NW.
- Phase 2B – Construction of ~400 LF of 36" exfiltration pipe and associated structures along Thompson Circle NW. The proposed exfiltration system will connect into the existing drainage pipe running northwest to Mirror Terrace NW.
- Phase 2C – Construction of ~550 LF of 36" exfiltration pipe and associated structures along Mirror Terrace NW. The proposed exfiltration system outfalls to Lake Mirror.

Drainage basins were delineated for each phase, as shown on **Figure 39**, to evaluate the system's capacity to capture, retain, and infiltrate stormwater and calculate the potential pollutant loading reductions associated with each phase. The pollutant loading rates were calculated using the approach previously outlined, in conjunction with the BMPTrains software, developed by the University of Central Florida (UCF), to estimate the potential reductions. **Table 19** provides a summary of the estimated loading calculations. A preliminary estimation of construction costs was developed and as part of **Appendix A**.

Table 19 Concept 2 Pollutant Loading Estimates

Phase	Treatment Feature	Acres Treated	Existing Runoff (ac-ft/yr)	Existing TN (lb/yr)	Existing TP (lb/yr)	Runoff Reduction (%)	TN Reduction (%)	TP Reduction (%)	Runoff Captured (ac-ft/yr)	TN Captured (lb/yr)	TP Captured (lb/yr)
2A	Exfiltration Pipes	6.8	15.0	73.1	11.4	52%	52%	52%	7.8	38.0	5.9
2B	Exfiltration Pipes	5.8	12.0	68.2	10.4	39%	39%	39%	4.7	26.6	4.1
2C	Exfiltration Pipes	17.3	36.9	200.2	31.0	18%	18%	18%	6.7	36.5	5.7
Overall	**Treatment Train**	**29.9**	**63.8**	**341.5**	**52.8**	**39%**	**39%**	**39%**	**24.9**	**133.2**	**20.6**

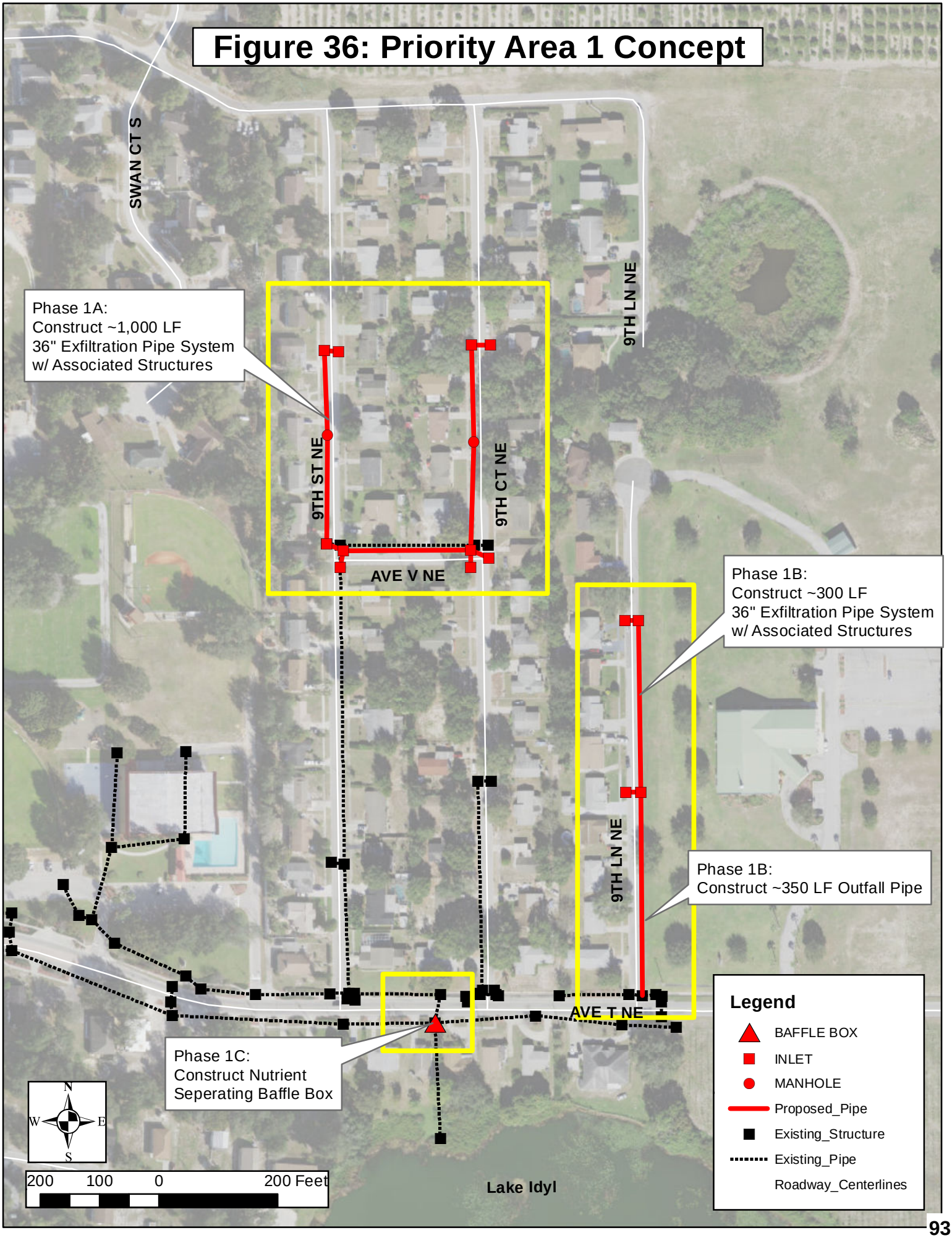
8.7 Cost-Benefit Summary (Water Quality)

The concepts described above provide a variety of benefits including improved flood protection, reduced discharge of pollutant loads, and increased infiltration. **Table 24** was developed to offer a summary comparison of the cost-benefits for the various concepts. The table focuses on benefits associated with water quality improvements based on SWFWMD's current pollutant loading reduction metrics.

Table 24 Cost-Benefit Summary (Water Quality/Infiltration)

		Treated Area (Acres/20-years)			Infiltration (Ac-Ft/20-years)			Total Nitrogen (Lbs/20-years)			Total Phosphorous (Lbs/20-years)			SWFWMD Maximum Effective Cost (Minimum of TN, TP and Acres Treated)	% SWFWMD Potential Reimbursment
Phase	Estimated Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost	Phase Total	Phase Unit Cost	SWFWMD Highly Effective Unit Cost		
1A	$634,442	146	$4,345	$8,050	202	$3,141	-	1,098	$578	$176	171	$3,703	$1,498	$96,599	15%
1B	$348,097	42	$8,288	$8,050	62	$5,647	-	312	$1,114	$176	47	$7,380	$1,498	$27,499	8%
1C	$536,407	948	$566	$8,050	0	-	-	1,061	$506	$176	208	$2,583	$1,498	$93,335	17%
Overall 1	*$1,518,946*	*1,136*	*$1,337*	*$8,050*	*264*	*$5,762*	-	*2,852*	*$533*	*$176*	*452*	*$3,364*	*$1,498*	*$250,987*	*17%*
2A	$453,918	136	$3,338	$8,050	156	$2,918	-	760	$597	$176	118	$3,845	$1,498	$66,864	15%
2B	$290,534	116	$2,505	$8,050	93	$3,109	-	532	$546	$176	81	$3,579	$1,498	$46,812	16%
2C	$395,361	346	$1,143	$8,050	134	$2,940	-	730	$542	$176	113	$3,495	$1,498	$64,206	16%
Overall 2	*$1,139,814*	*598*	*$1,906*	*$8,050*	*498*	*$2,289*	-	*2,664*	*$428*	*$176*	*412*	*$2,768*	*$1,498*	*$234,393*	*21%*
3A	$381,433	158	$2,414	$8,050	78	$4,907	-	400	$955	$176	61	$6,251	$1,498	$35,159	9%
3B	$503,463	536	$939	$8,050	169	$2,982	-	870	$579	$176	137	$3,664	$1,498	$76,549	15%
3C	$428,087	102	$4,197	$8,050	139	$3,077	-	717	$597	$176	109	$3,913	$1,498	$63,137	15%
3 (A-C)	*$1,312,983*	*796*	*$1,649*	*$8,050*	*641*	*$2,047*	-	*3,304*	*$397*	*$176*	*516*	*$2,545*	*$1,498*	*$290,711*	*22%*
3D	$762,744	150	$5,085	$8,050	211	$3,614	-	1,147	$665	$176	178	$4,292	$1,498	$100,943	13%
3E	$1,335,278	462	$2,890	$8,050	406	$3,286	-	2,096	$637	$176	320	$4,169	$1,498	$184,462	14%
3 (D-E)	*$2,098,022*	*612*	*$3,428*	*$8,050*	*668*	*$3,141*	-	*3,489*	*$601*	*$176*	*535*	*$3,921*	*$1,498*	*$307,050*	*15%*
3F	$1,520,427	444	$3,424	$8,050	446	$3,406	-	2,178	$698	$176	350	$4,338	$1,498	$191,664	13%
Overall 3	*$4,931,432*	*1,852*	*$2,663*	*$8,050*	*1,756*	*$2,809*	-	*8,971*	*$550*	*$176*	*1,401*	*$3,519*	*$1,498*	*$789,425*	*16%*
4A	$1,716,711	990	$1,734	$8,050	591	$2,904	-	3,047	$563	$176	465	$3,696	$1,498	$268,180	16%
4B	$1,766,140	792	$2,230	$8,050	627	$2,817	-	3,231	$547	$176	509	$3,468	$1,498	$284,358	16%
Overall 4	*$3,482,852*	*1,782*	*$1,954*	*$8,050*	*1,498*	*$2,325*	-	*7,722*	*$451*	*$176*	*1,194*	*$2,916*	*$1,498*	*$679,536*	*20%*
5A	$997,444	454	$2,197	$8,050	689	$1,448	-	3,552	$281	$176	560	$1,782	$1,498	$312,618	31%
6A	$2,636,033	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Figure 36: Priority Area 1 Concept



Appendix A - Concept Cost Estimate Phase 1A					
No.	**Pay Item Description**	**Quan.**	**Unit**	**Unit Cost**	**Total**
I.	**GENERAL**				
1	Mobilization (Includes Survey, Bonds, Insurance, Etc.) (10%)	1	LS	$33,657.41	$33,657.41
2	Maintenance of Traffic (7%)	1	LS	$23,560.19	$23,560.19
3	Engineering Services (15%)	1	LS	$50,486.11	$50,486.11
4	Construction Management (5%)	1	LS	$16,828.70	$16,828.70
5	Land Acquisition	0	AC	$100,000.00	$0.00
6	Contractor's Quality Control (Construction Materials Testing) (3%)	1	LS	$10,097.22	$10,097.22
7	Utility Conflicts (5%)	1	LS	$16,828.70	$16,828.70
				Subtotal =	**$151,458.33**
II.	**CONSTRUCTION**				
7	Exfiltration Trench (w/ 24" perforated pipe)	0	LF	$150.00	$0.00
8	Exfiltration Trench (w/ 36" perforated pipe)	1,000	LF	$175.00	$175,000.00
9	Concrete Pipe 15" (Including trench excavation & dewatering if needed)	100	LF	$65.00	$6,500.00
10	Concrete Pipe 18" (Including trench excavation & dewatering if needed)	100	LF	$80.00	$8,000.00
11	Concrete Pipe 24" (Including trench excavation & dewatering if needed)	0	LF	$105.00	$0.00
12	Concrete Pipe 36" (Including trench excavation & dewatering if needed)	0	LF	$130.00	$0.00
13	Concrete Pipe 48" (Including trench excavation & dewatering if needed)	0	LF	$145.00	$0.00
14	Regular Excavation	0	CY	$12.50	$0.00
15	Curb Inlet	10	EA	$4,000.00	$40,000.00
16	Manhole	2	EA	$4,000.00	$8,000.00
17	Asphalt Pavement Replacement	926	SY	$80.00	$74,074.07
18	Concrete Curb Replacement	2,000	LF	$12.50	$25,000.00
				Subtotal =	**$336,574.07**
				CONTINGENCY (30%)	**$146,409.72**
				GRAND TOTAL	**$634,442**

DATE: June 17, 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: Lake Silver Shoreline Protection Project – Florida Fish and Wildlife Conservation Commission Grant Agreement

BACKGROUND

Early in Winter Haven's history, the western shore of Lake Silver was modified during the development of the railroad that ran north and south through town. This modification resulted in an unnaturally steep slope and a deep cone-shaped morphology, making the shoreline prone to erosion. The old railroad bed now serves as a pedestrian trail and skate park, both of which are threatened by ongoing erosion. Continued erosion requires significant repairs to protect community amenities and the littoral zone habitat.

In 2022, the Downtown CRA funded project engineering to address the shoreline erosion. Various solutions were considered, and the final design was selected based on the degree of protection and compatibility with recreational activities that occur at Lake Silver. The chosen design involves re-sloping the existing shoreline and constructing a 460-foot revetment to protect the restored area. This revetment will be created using layers of stone and be buffered by aquatic vegetation. Given the recreational boating that occurs on Lake Silver, this design is particularly effective as it absorbs wave energy rather than reflecting it back into the lake, which could affect other shorelines.

During the FY 23-24 Legislative Session, $250,000 was appropriated to the City through the Aquatic Habitat Restoration and Enhancement Subsection of the Florida Fish and Wildlife Conservation Commission (FWC). An agreement was drafted by FWC that would allow the City to seek reimbursement for up to $250k for the completion of this project.

FINANCIAL IMPACT

Total project costs are estimated to be around $750,000. By way of this agreement, $250,000 of the project cost would be reimbursed to the City by FWC after the project's completion. Staff is working to identify funding sources in the FY 24/25 budget to cover any costs for construction above and beyond what the grant will cover.

RECOMMENDATION

Staff recommends the City Commission accept and approve the Grant Agreement between FWC and the City of Winter Haven and authorize the City Manager or his designee to execute the Grant Agreement and to take any further actions necessary thereto.

ATTACHMENTS

- Lake Silver Shoreline Protection Project - FWC Agreement 23236
- Lake Silver Shoreline Protection Project Scope of Work
- Lake Silver Shoreline Protection Project Design

RECIPIENT/SUBRECIPIENT AGREEMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement 23236

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and City of Winter Haven, Florida, a municipal corporation organized and existing under the laws of the State of Florida, 59-6000453, whose address is 451 3rd Street NW, Winter Haven, FL 33881, the Recipient/Subrecipient, hereinafter "Recipient", collectively, "Parties".

INTRODUCTORY CLAUSES

WHEREAS, Commission and Recipient intend to partner together to complete a shoreline stabilization project on Lake Silver in Winter Haven, FL per the specifications in Attachment A - Scope of Work attached hereto and incorporated herein by reference. The Recipient will construct a 460-ft revetment along the eroded shoreline of Lake Silver to stop current and future erosion caused by wave and wind action. The revetment will be built along the western shoreline at Martin Luther King Jr. Park.

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE AGREEMENT

The Commission and the Recipient, for the considerations stated in this Agreement, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Recipient shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Agreement is the result of Recipient responses to the Commission's request for competitive or other grant proposals, the Recipient's response is hereby incorporated by reference.

Section 2. PERFORMANCE.

The Recipient shall perform the activities described in Attachment A in a proper and satisfactory manner. Unless otherwise provided for in Attachment A, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Recipient. The Recipient shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Recipient shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Recipient shall provide evidence of such compliance to the Commission upon request. The Recipient shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By

acceptance of this Agreement, the Recipient warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Recipient. The Recipient shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement, in the event the Recipient's ability to perform under this Agreement becomes compromised.

Section 3. AGREEMENT PERIOD.

A. Agreement Period and Commission's Limited Obligation to Pay.

The Agreement shall be effective upon execution by the last Party to sign and shall remain in effect through 06/30/2025.

However, if this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this Agreement, the retroactive start date was not approved. The Commission's Contract Manager shall confirm the specific start date of the Agreement by written notice to the Recipient. The Recipient shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this Agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

B. Extension.

The Commission may extend this Agreement upon agreement of both Parties through an Amendment, provided the funding source permits additional time prior to expiration of funding.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Recipient under the terms of this Agreement, the Commission shall pay the Recipient on a cost reimbursement basis in an amount not to exceed $250,000.

B. Payments.

The Commission shall pay the Recipient for satisfactory performance of the tasks identified in Attachment A as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period.

C. Invoices.

Each invoice shall include the Commission Agreement Number and the Recipient's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Contract Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Recipient acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Match

If this Agreement is made pursuant to a grant award as authorized by Rule 68-1.003, F.A.C., the Recipient is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A.

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Recipient in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Recipient may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Recipient warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If the Compensation section indicates this is a cost reimbursement Agreement, the Recipient shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in Attachment A. To be eligible for reimbursement, costs must follow the requirements of Section 215.971, F.S. and must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Agreement budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Recipient met the minimum performance standards established in the Agreement. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Agreement have been met.

Listed below are types and examples of their supporting documentation:

i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Agreement period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Agreement specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

    a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.

v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).

vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Agreement specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Agreement's budget breakdown. Indirect costs must be in the approved Agreement budget and the Recipient must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Agreements with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless Attachment A specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Recipient due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. Electronic Funds Transfer.

Recipient agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. RETURN OR RECOUPMENT OF FUNDS

A. Unobligated Funds.

Pursuant to Section 215.971(1)(d)-(e), F.S., the Commission may only pay the Recipient for allowable costs resulting from obligations incurred during the Agreement period, and any balance of unobligated funds that has been advanced or paid must be refunded to the Commission. Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission as well.

B. Overpayments to Recipient.

Pursuant to Section 215.971(1)(f), F.S., any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the Agreement must be refunded to the Commission. In the event the Recipient or its independent auditor discovers that overpayment has been made, the Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Recipient in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to the "Florida Fish and Wildlife Conservation Commission."

C. Additional Costs or Monetary Loss Resulting from Recipient Non-Compliance.

If the Recipient's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Recipient under this Agreement or any other agreement between Recipient and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Recipient and the Commission, the Recipient will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Recipient is unable to repay any cost or loss to the Commission, the Commission shall utilize remedies available by law and may notify the State of Florida, Department of Financial Services, pursuant to Section 17.0415, F.S.

Section 6. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

A. Commission Exempt from Taxes.

The Recipient recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. The Recipient is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission's Contract Manager.

B. Property Exempt from Lien.

If the Agreement involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

The Recipient acknowledges that Property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Recipient shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 7. MONITORING.

The Commission's Contract Manager shall actively monitor the Recipient's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in the Requirements of the Federal and Florida Single Audit Acts, Attachment B. Monitoring terms, conditions, and schedules may be included in Attachment A.

Section 8. TERMINATION.

A. Commission Unilateral Termination.

The Commission may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days of written notice of its intent to terminate. The Recipient shall not be entitled to recover any cancellation charges or lost profits. The Recipient may request termination of the Agreement for convenience.

B. Termination – Fraud or Willful Misconduct.

This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Recipient with written notice of termination.

C. Termination – Funds Unavailability.

In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Recipient will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

D. Termination – Other.

The Commission may terminate this Contract if the Recipient fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Recipient of its intent to terminate the Agreement for cause. In the notice, the Commission shall provide an opportunity for the Recipient to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Recipient shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Recipient does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time proscribed in an approved corrective action plan if one was provided, the Agreement will be terminated for cause. At that time, the Commission will send a second notice to the Recipient noting that this Agreement is being terminated for cause upon receipt of the notice and documenting the reasons this Agreement is being terminated. The Commission reserves the right in its sole discretion, to determine if the Recipient's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Recipient's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Recipient shall not be entitled to recover any cancellation charges.

E. Recipient Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Recipient shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Recipient shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 9. REMEDIES.

A. Financial Consequences.

In accordance with Sections 215.971(1)(a) & (b), F.S., Attachment A contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Recipient fails to produce each deliverable within the time frame specified by Attachment A, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from the Recipient's payment, unless otherwise modified by Attachment A.

In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences as listed below or as identified in Attachment A.

i. Temporarily withhold payments pending correction of the deficiency by the Contractor.

ii. Reduction of payment if correction of deficiency is not made by the Contractor.

iii. Disallow all or part of the cost of the activity or action not in compliance.

iv. Wholly or partly suspend or terminate this agreement.

v. Withhold future awards for the FWC projects.

vi. Take other remedies that may be legally available.

B. Cumulative Remedies.

The rights and remedies of the Commission during the Agreement period are in addition to any other rights and remedies provided by law or under the Contract.

Section 10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Contract Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone, and email address of the newest Contract Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. Designating a new Contract Manager shall not require a formal Amendment to the Agreement.

COMMISSION SELECT AN OPTION CONTACT INFORMATION:

Taylor Kroll, PE
Conservation Engineer
Florida Fish and Wildlife Conservation Commission
1875 East Orange Ave.
Tallahassee, FL 32311
352-663-2632
taylor.kroll@myfwc.com

RECIPIENT SELECT AN OPTION CONTACT INFORMATION:

Dustin W. Everitt
Natural Resources Manager
City of Winter Haven
451 3rd Street NW
Winter Haven, FL 33881
863-291-5881
deveritt@mywinterhaven.com

Section 11. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Recipient's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

Section 12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Recipient's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in Attachment A, intellectual and other intangible property rights to the Recipient's preexisting property will remain with the Recipient.

ii. **Proceeds Related to Intellectual Property Rights**. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Recipient under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights**. Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations

and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by Federal funds, the Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this Agreement is supported by state funds, the Recipient shall comply with Section 287.05805, F.S. This section requires the Recipient to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state. Title to federally owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

i. **Non-Expendable Property Defined**. For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$5,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

D. Equipment and Supplies

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed.

Section 13. RELATIONSHIP OF THE PARTIES.

A. Conflict of Interest.

The Recipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient and the Commission.

B. Recipient Training Qualifications.

The Recipient agrees that all Recipient employees, subrecipients, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Recipient shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

All employees, subrecipients, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Recipient of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Recipient, may reject and bar from any facility for cause any of Recipient's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer.

The Recipient agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Recipient.

E. Commission Rights to Undertake or Award Supplemental Contracts.

The Recipient agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Recipient and its subcontractors shall cooperate with such other Recipients and the Commission in all such cases.

Section 14. SUBCONTRACTS.

Select an option.

A. Authority.

The Recipient shall ensure, and provide assurances to the Commission upon request, that any subrecipient or subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Recipient must provide the Commission with the names of any subrecipient or subcontractor considered for work under this

Agreement; the Commission reserves the right to reject any subrecipient or subcontractor. The Recipient agrees to be responsible for all work performed and all expenses incurred with the project. Any subrecipient or subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Recipient further agrees that the Commission shall not be liable to any subrecipient or subcontractor for any expenses or liabilities incurred under the subrecipient agreement or subcontract. The Recipient, at its expense, will defend the Commission against such claims. The following provisions apply in addition to any terms and conditions included in Attachment A.

B. Recipient Payments to Subcontractor or Subrecipient.

If subcontracting is permitted pursuant to Paragraph A, above, Recipient agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Recipient's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Recipient and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

If entering a subrecipient agreement is permitted pursuant to Paragraph A above, Recipient agrees to make payments to the subrecipient for satisfactory performance of the tasks/deliverables identified in the subrecipient agreement. Recipient shall pay subrecipient following the same procedures described in paragraph 4 of this Agreement upon submission of invoices for allowable expenses, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Recipient.

C. Commission Right to Reject Subrecipient or Subcontractor Employees.

The Commission shall retain the right to reject any of the Recipient's, subrecipient's or subcontractor's employees working or anticipated to work on this project, whose qualifications or performance, in the Commission's judgment, are insufficient.

D. Subcontractor and Subrecipient Conflict of Interest.

If subcontracting or entering a subrecipient agreement is permitted pursuant to Paragraph A above, the Recipient agrees to take such actions as may be necessary to ensure that each subcontractor or subrecipient covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Recipient, as applicable subrecipient or subcontractor, and the Commission.

Section 15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. Disclosure of Interested State Employees.

This Agreement is subject to Chapter 112, F.S. Recipient shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform

Guidance (2 CFR 200). Recipient must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. Convicted Vendors.

The Recipient hereby certifies that neither it, nor any person or affiliate of Recipient, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Recipient shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Recipient, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

iii. **Vendors on Scrutinized Companies List.** The Recipient certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Recipient agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Recipient, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Recipient, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Recipient shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.” Section 287.134(2)(a), F.S. Recipient has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Agreement, the Recipient has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Recipient's ability to perform under this Agreement. If the existence of such Proceeding causes the Commission concern that the Recipient's ability or willingness to perform the Agreement is jeopardized, the Recipient may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Recipient will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Recipient and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

E. Certain Violations of Federal Criminal Law.

If this Agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Recipient must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Section 16. INSURANCE.

If the Recipient is a state or federal agency with self-insurance, Recipient warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state or federal law and that such insurance or self-insurance offers protection applicable to the Recipient's officers, employees, servants and agents while acting within the scope of their employment with the Recipient.

If the Recipient is not a state or federal agency with self-insurance, then the following applies:

A. Reasonably Associated Insurance.

During the term of the Agreement, the Recipient, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Recipient, and failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Recipient shall not be interpreted as limiting the Recipient's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation.

To the extent required by Chapter 440, F.S., the Recipient will either be self-insured for Worker's Compensation claims or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of $100,000.00 per accident, $100,000.00 per person, and $500,000.00 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Recipient shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Recipient. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation Law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Recipient shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Recipient, for the

protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance.

By execution of this Agreement, unless Recipient is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in Attachment A, the Recipient shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance.

During the Agreement term, the Recipient shall maintain any other types and forms of insurance required for the performance of this Agreement as required in Attachment A.

E. Written Verification of Insurance.

Upon execution of this Agreement, the Recipient shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, Recipient shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Recipient shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible.

The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Recipient providing such insurance.

Section 17. SPONSORSHIP.

As required by Section 286.25, F.S., if the Recipient is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Recipient's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Recipient's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 18. PUBLIC RECORDS.

A. All records in conjunction with this Agreement shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.

B. This Agreement may be unilaterally canceled by the Commission for refusal by the Recipient to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119,

F.S., and made or received by the Recipient in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

C. If the Recipient meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Recipient shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.

iv. 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 Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Recipient, and any subcontractor to the Recipient, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Recipient shall provide any type of information the Inspector General deems relevant to the Recipient's integrity or responsibility. Such information may include, but shall not be limited to, the Recipient's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Recipient agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Recipient's compliance with the terms of this or any other agreement between the Recipient and the State which results in the suspension or debarment of the Recipient. Such costs shall include but not be

limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

Section 20. SECURITY AND CONFIDENTIALITY.

The Recipient shall maintain the security of any information created under this Agreement that is identified or defined as "confidential" in Attachment A. The Recipient shall not divulge to third Parties any confidential information obtained by the Recipient or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Agreement work. To ensure confidentiality, the Recipient shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

Section 21. RECORD KEEPING REQUIREMENTS.

A. Recipient Responsibilities.

The Recipient shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records.

The Recipient shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions..

C. Recipient Records Retention.

Unless otherwise specified in Attachment A, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (https://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Recipient shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Recipient Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Agreement, the Recipient shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010, are subject to the FFATA. The Recipient agrees to provide the

information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

Section 22. FEDERAL AND FLORIDA SINGLE AUDIT ACT (FSAA) REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Recipient has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Recipient may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Recipient shall comply with the audit requirements outlined in Attachment B, attached hereto and made a part of the Agreement, as applicable.

Section 23. FEDERAL COMPLIANCE.

As applicable, Recipient shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Agreement, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Recipient is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, is applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the Agreement no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland "Anti-Kickback Act".

i. **Recipient.** The Recipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.

ii. **Subcontracts.** The Recipient or subrecipient/subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subrecipients/subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subrecipient/subcontractor or lower tier subrecipient/subcontractor with all these contract clauses.

iii. **Breach.** A breach of the Agreement clauses above may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions

If this Agreement is supported by federal funds and meets the definition of "funding agreement" under 37 CFR Part 401.2(a) then the Recipient must comply with all requirements of 37 CFR Part 401.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) applies.

H. Debarment and Suspension Recipient Federal Certification

i. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Recipient is required to verify that none of the Recipient's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

ii. The Recipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by Recipient/Subrecipient. If it is later determined that the Recipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to Recipient/Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The Recipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The Recipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment

Recipients awarded $100,000 or more in Federal funds shall file the required certification. Recipients shall file the required certification with the Commission's Contract Manager five (5) business days after Agreement execution. 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 USC Part 1352. Each tier shall 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 Recipient who in turn will forward the certification(s) to the Commission.

J. Procurement of Recovered Materials

i. In the performance of this Agreement, the Recipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

   a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;

   b. Meeting Agreement performance requirements; or

   c. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.

iii. The Recipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements

i. As appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron,

aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this Agreement.

ii. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Office of Management and Budget Circulars.

As applicable, Recipient shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

M. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Recipient attests and certifies that the Recipient will provide a drug-free workplace compliant with 41 U.S.C. 81.

N. American Rescue Plan Act (ARPA) of 2021.

If this Agreement relies on ARPA federal funds, then the following shall apply:

i. Recipients shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Agreement execution.

ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.

iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).

iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Agreement for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.

ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.

iii. All subcontractors, successors, or assignees to this Agreement will be held to the same requirements as the original Parties to this Agreement.

iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

P. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure, obtain, extend or renew an agreement that utilizes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 25. AGREEMENT-RELATED PROCUREMENT.

A. PRIDE.

In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. Respect of Florida.

In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. Procurement of Recycled Products or Materials.

Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

Section 26. INDEMNIFICATION.

If the Recipient is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., or as a governmental entity as defined in Subsection 287.012(14), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. Recipient is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees, volunteers and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, F.S., as amended.

If Recipient is not a state agency or subdivision as defined above, Recipient shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Recipient, its agents, employees, partners, or subcontractors, provided, however, that Recipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. The Commission reserves the right to select its counsel.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Recipient, each party shall continue to perform as required under the Agreement, notwithstanding the existence of such claim or dispute, it

being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Agreement notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to, the Work or the Agreement or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.

ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.

iii. The Parties have two weeks after notice to agree in writing upon a mediator.

iv. If the Parties cannot agree upon a Florida Supreme Court certified mediator, then the Parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.

    a. The mediator's fees shall be born equally by the Parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.

    b. Unless otherwise agreed by the Parties in writing, such mediation shall take place within forty-five (45) days of the appointment of, or agreement to, the mediator if the mediator's schedule so allows.

    c. The terms of this Agreement and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

    d. All Parties agree to negotiate in good faith in an effort to settle any dispute. All Parties shall have a representative present at mediation with the authority to settle the case.

v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.

vi. The Recipient shall require all the dispute resolution provisions and requirements set out in this Section in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.

vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Recipient shall carry on the Work and maintain its performance of this Agreement during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Recipient involves a claim or other matter by or against the Consultant, any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Consultant, Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim.

Should mediation fail to resolve the claim submitted, the Parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these General Conditions are incorporated by reference or otherwise, and the Parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Agreement has been delivered in the State of Florida. Florida law governs this Agreement, all agreements arising under or out of this Agreement, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Agreement. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Agreement unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Agreement. The Parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the Parties' transactions. By signing this Agreement, Recipient affirms that Recipient considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Recipient will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Recipient of *quantum meruit*.

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges or interest to any person not a party to this Agreement.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Recipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Recipient knowingly employs unauthorized aliens.

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at https://www.e-verify.gov.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Recipient believes is excusable under this paragraph, Recipient shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Recipient could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Recipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE RECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Recipient of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Recipient shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Recipient shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Recipient, provided that Recipient grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Recipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

Section 35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Recipient's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Attachment A.

Section 36. REPORTING REQUIREMENTS CONCERNING EXECUTIVE ORDER 20-44.

This term does not apply to governmental entities.

If this Agreement is a sole-source, public-private agreement or if the Recipient, through this Agreement with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Recipient shall provide an annual report , including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Recipient must also inform the Commission's Contract Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Section 37. MEDIA REQUESTS.

Recipients shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Recipients must submit a written request for permission before consulting with the media and the Commission will provide consultation and talking points. Recipients will not issue news releases, respond to questions, or make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Agreement shall be processed through the Commission only.

Section 38. USE OF SMALL UNMANNED AIRCRAFT SYSTEMS

Unless superseded or otherwise further described in Attachments A, if the Recipient intends to use a small unmanned aircraft system (sUAS) at any time throughout the duration of the Agreement, the Recipient shall request approval from the Commission, in writing, prior to use. Upon request by the Commission, the Recipient shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Recipient in writing of the approval or rejection of the request. If approved, the Recipient will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating sUAS.

Section 39. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits represents the entire Agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this Agreement and its attachments, the terms of the solicitation and the Recipient's response to the solicitation.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

RECIPIENT EXECUTION SIGNATURE	**COMMISSION EXECUTION SIGNATURE**
City of Winter Haven, Florida	**Florida Fish and Wildlife Conservation Commission**
Recipient Signature	Executive Director (or Designee) Signature
Print Name	Print Name
Title	Title
Date	Date

ATTACHMENTS

Attachments in this Agreement include the following:

- Attachment A, Scope of Work
- Attachment B, Requirements of the Federal and Florida Single Audit Acts
- Attachment C, Cost Reimbursement Requirements

Attachment A – SCOPE OF WORK

Project Name:	City of Winter Haven Lake Silver Shoreline Stabilization	**FWC Contract No.**	23236

1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOOD/SERVICES

i. Purpose:

The Florida Fish and Wildlife Conservation Commission (**Commission or FWC**) is providing funds through its Aquatic Habitat Restoration and Enhancement Subsection to the City of Winter Haven (**City**) on a cost reimbursement basis to contract for and oversee a shoreline stabilization project designed to improve the habitat, ecology, and water quality in Lake Silver, Polk County, Florida.

ii. Work to Be Performed

The shoreline stabilization project covered by this contract will involve construction activities to place rip rap shoreline stabilization along 460 linear feet of Lake Silver. The **City** shall construct the shoreline stabilization project per the plans and permits.

The **City** will be responsible for all necessary project management, surveys, designs, permits, and construction management in building the shoreline stabilization project.

iii. Program Goals

The proposed restoration project would stabilize an eroding section of shoreline on Lake Silver reducing sedimentation into the lake, protecting littoral zone habitat.

This project will provide direct fish, wildlife and stakeholder benefits with improved habitat and water quality to Lake Silver and the protection of adjacent recreational amenities.

B. BACKGROUND

i. Introduction

The Project will be located in the City of Winter Haven within Polk County, Lat/Long (28.031173, -81.730798)

The Western shore of Lake Silver was modified during the development of the railroads early in Florida's history. As such, the unnaturally steep slop within the littoral zone coupled with the lake's deep con-shaped morphology, makes is prone to erosion. The old railroad bed is now home to a pedestrian trail and skate park.

Erosion has continued to wear away at this shoreline, requiring significant repairs to protect the adjacent community amenities and the littoral zone habitat.

ii. Objectives

The **City** will construct a 460-ft revetment along the eroded shoreline of Lake Silver to stop current and future erosion caused by wave and wind action. The revetment will be built along the western shoreline at Martin Luther King Jr. Park.

iii. Methods

The **City** shall provide all necessary services/equipment to accomplish all deliverables as described below. This includes acquiring all necessary permits and any licenses if applicable. **City** must provide sufficient backup documentation to establish actual costs incurred by the **City** in providing each deliverable.

C. SUPPORT OF COMMISSION MISSION

This project supports **FWC's** overall mission to manage fish and wildlife resources for their long-term well-being and the benefit of the people. This project will provide direct fish and wildlife habitat benefits with improved water quality for Lake Silver.

2. DELIVERABLES

A. Deliverable #1

i. Specific Project Deliverables & Associated Tasks

Stabilize 460 linear feet of eroding shoreline on Lake Silver per plans and permits.

ii. Minimum Level of Performance

Stabilize 460 linear feet of eroding shoreline on Lake Silver per plans and permits.

Project Name:	City of Winter Haven Lake Silver Shoreline Stabilization	**FWC Contract No.**	23236

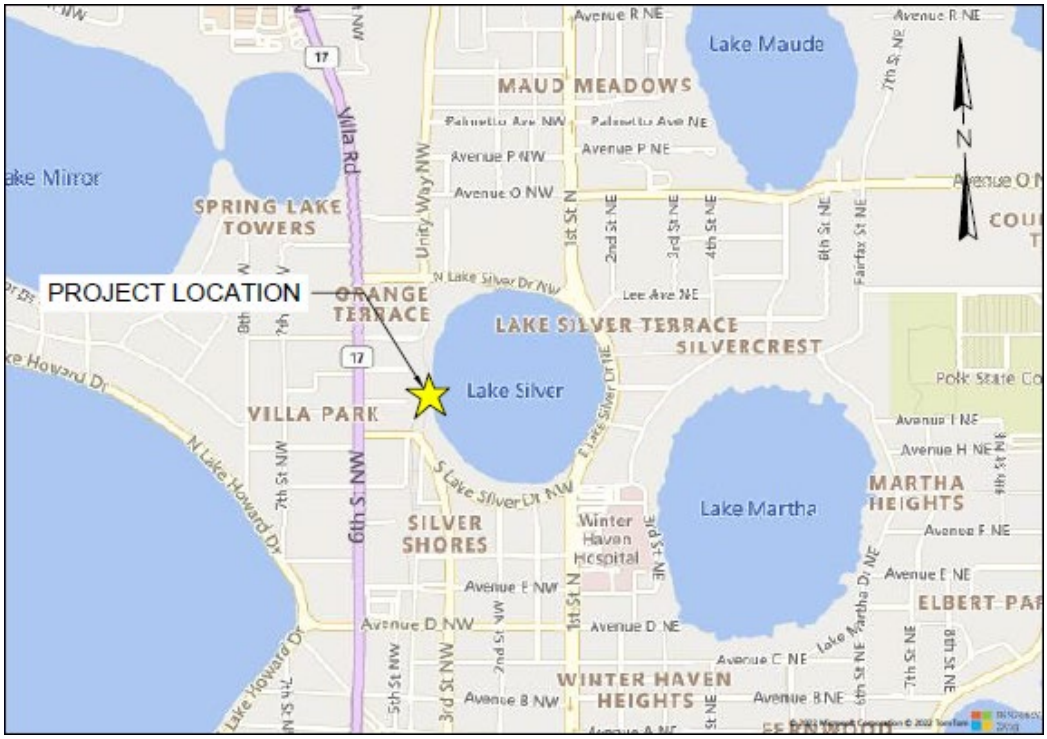


Figure 1 -Project Location

iii. Documentation / Criteria Used as Evidence of Performance

Provide backup documentation detailing the costs incurred in providing deliverable. Attachment C, "Cost Reimbursement Contract Payment Requirements" details backup documentation that will be accepted as proof of costs incurred. Provide an as-built survey of the completed shoreline. As-built survey shall include cross-section profile at intervals no greater than fifty (50) linear feet. Survey cross-sections and cross-section elevation points shall be collected every ten (10) feet and at all grade breaks. The cross-section profiles will extend twenty (20) feet beyond the natural waterbody bottom contour elevation. Deliverable will include three (3) signed and sealed copies of the survey. An AutoCAD digital file will also be provided for the FWC. In addition, a .txt file will be delivered containing all the survey data collected. This survey will be prepared in accordance with the State of Florida minimum Technical Standards Chapter 61G17-6, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statues. The Commission's Contract Manager will conduct a site inspection of the work area prior to accepting the invoice for payment.

iv. Timeline for Completion

It is anticipated that work will be completed by June 30, 2025.

Project Name:	City of Winter Haven Lake Silver Shoreline Stabilization	**FWC Contract No.**	23236

3. FINANCIAL CONSEQUENCES

If the **City** fails to meet the established minimum performance level for the given deliverable, the Commission will reduce payment by 10%. Allowance will be made for non-compliance to minimum levels if the reason is due to circumstances beyond the **City's** control.

Additionally, if the **City** materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, or regulations applicable to this Agreement, the **Commission** may take one or more of the following actions, as appropriate for the circumstances:

- temporarily withhold cash payments pending correction of the deficiency by the **City**;
- disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- wholly or partly suspend or terminate this Agreement;
- take other remedies that may be legally available;
- notwithstanding the above, the Commission shall pay the **City** for all expenses, including but not limited to non-cancellable obligations, up to the date of termination.

4. PERFORMANCE

The **City** shall provide all necessary services/equipment to accomplish all deliverables as described above. This includes acquiring all necessary permits and any licenses if applicable. **City** must provide sufficient backup documentation to establish actual costs incurred by the **City** in providing each deliverable.

5. RENEWALS AND EXTENSION

A. RENEWAL

This section is not applicable.

B. EXTENSION

This section is not applicable.

6. COMPENSATION AND PAYMENT

A. FEE SCHEDULE

1. DELIVERABLE #1 – 460 LINEAR FEET OF SHORELINE STABILIZATION

Payment for invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category in accordance with the Florida Department of Financial Services "Cost Reimbursement Contract Payment Requirements" (**Attachment C**). Supporting documentation must be provided for each amount for which reimbursement is being claimed. Only expenditures for categories within the fee schedule will be reimbursed.

Project Name:	City of Winter Haven Lake Silver Shoreline Stabilization	**FWC Contract No.**	23236

Deliverable #	Deliverable	Cost up to
1	460 Linear Feet Shoreline Stabilization	$250,000.00
	Total Cost	**$250,000.00**

B. INVOICE SCHEDULE

Payment will be made as deliverables are verified complete by the FWC Contract Manager and invoiced during the contract period.

C. TRAVEL EXPENSES

No travel expenses are authorized.

D. FORMS AND DOCUMENTATION

ATTACHMENT D, "COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS"; As-built surveys documenting the permitted shoreline stabilization on Lake Silver.

7. MONITORING SCHEDULE

This section is not applicable.

8. INTELLECTUAL PROPERTY RIGHTS

See Contract for applicable terms and conditions related to intellectual property rights.

9. SUBCONTRACTS

See Contract for applicable terms and conditions related to subcontracts.

10. INSURANCE

See Contract for applicable terms and conditions related to insurance.

11. SECURITY AND CONFIDENTIALITY

Florida has a very broad public records law and information developed under this contract is subject to request.

12. RECORD KEEPING REQUIREMENTS

The **City** must keep records related to the performance of this contract for five years following the close of the contract.

13. NON-EXPENDABLE PROPERTY

No property is authorized to be acquired with funds under this contract.

Project Name:	City of Winter Haven Lake Silver Shoreline Stabilization	**FWC Contract No.**	23236

14. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

See Contract for applicable terms and conditions related to the purchase or improvement of real property.

Department of Financial Services

Division of Accounting and Auditing – Bureau of Auditing

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

Note: Rule Chapter 69I-5, Florida Administrative Code (F.A.C.), State Financial Assistance, incorporates this form as well as the regulations cited therein by reference in Rule 69I-5.006, F.A.C. Rule 69I-5.001, F.A.C., incorporates 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Subpart F - Audit Requirements, 2018 Edition, and its related Appendix XI, Compliance Supplement, April 2017 and April 2018. The form and regulations can be accessed via the Department of Financial Services' website at https://apps.fldfs.com/fsaa/.

The administration of resources awarded by the Department of ABC *(replace "Department of ABC" with the appropriate reference to the contracting state awarding agency)* to the recipient *(or other appropriate reference to the recipient)* may be subject to audits and/or monitoring by the Department of ABC, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of ABC staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of ABC. In the event the Department of ABC determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of ABC staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department of ABC by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of ABC. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements,

the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Note: The state awarding agency should address other miscellaneous matters affecting audits of federal awards, such as websites with information that would facilitate the recipient's compliance.

Part II: State Funded

Note: This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of ABC by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of ABC, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Note: The state awarding agency should address other miscellaneous matters affecting audits of state financial assistance, such as identifying websites with information that would facilitate the recipient's compliance.

Part III: Other Audit Requirements

Note: This Part should be used to specify any additional audit requirements imposed by the state awarding entity that are solely a matter of that state awarding entity's policy (i.e., the audit is not required by federal or state laws and is not in conflict with other federal or state audit requirements). Pursuant to section 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits.

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. The Department of ABC at each of the following addresses:

Department address(es) (i.e., office(s) responsible for program oversight)

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. *(The state awarding agency should use the following language, if applicable.)* Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

The Department of ABC at each of the following addresses:

Department address(es) (i.e., office(s) responsible for program oversight)

4. Any reports, management letters, or other information required to be submitted to the Department of ABC pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of ABC for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of years *(specify appropriate number of years, should be at least five years)* from the date the audit report is issued, and shall allow the Department of ABC, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of ABC, or its designee, the CFO, or Auditor General upon request for a period of *(specify appropriate number of years, should be at least three years)* years from the date the audit report is issued, unless extended in writing by the Department of ABC.

Note: Records need to be retained for at least five years to comply with record retention requirements related to original vouchers as prescribed by the Department of State, Division of Library and Information Services, Bureau of Archives and Records Management.

EXHIBIT 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded.

1. Federal Program A:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

2. Federal Program B:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below.

1. Federal Program A:

   List applicable compliance requirements as follows:

   a. *First applicable compliance requirement (e.g., what services or purposes resources must be used for).*

   b. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*

   c. *Etc.*

2. Federal Program B:

   List applicable compliance requirements as follows:

   a. *First applicable compliance requirement (e.g., what services or purposes resources must be used for).*

   b. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*

   c. *Etc.*

Note: Instead of listing the specific compliance requirements as shown above, the state awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program A, the language may state that the recipient must comply with specific laws, rules, regulations, etc., that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The state awarding agency, if practical, may want to attach a copy of the specific laws, rules, regulations, etc., referred to.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

1. Federal Program A:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

2. Federal Program B:

   List federal agency, Catalog of Federal Domestic Assistance title and number, and $ (amount).

Subject to Section 215.97, F.S.:

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

1. State Project A:

   List state awarding agency, Catalog of State Financial Assistance title and number, and $ (amount).

2. State Project B:

   List state awarding agency, Catalog of State Financial Assistance title and number, and $ (amount).

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

Note: List applicable compliance requirements in the same manner as illustrated above for federal resources. For matching resources provided by the Department of ABC for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amounts of the non-federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.

Note: 2 CFR §200.513 and section 215.97(5), F.S., require that the information about federal programs and state projects included in EXHIBIT 1 be provided to the recipient.

For questions regarding Form DFS-A2-CL, contact your FSAA state agency liaison or the Department of Financial Services, Bureau of Auditing, at FSAA@MyFloridaCFO.com or (850) 413-3060.

ATTACHMENT C

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). In addition, supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of supporting documentation:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports. Additionally, the invoice or submitted documentation must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the agreement.

SCOPE OF WORK

PROJECT TITLE: Lake Silver Shoreline Stabilization Project

PROJECT LOCATION: The Project will be located in the City of Winter Haven within Polk County; Lat/Long (28.031173, -81.730798).

PROJECT BACKGROUND: The Western shore of Lake Silver was modified during the development of the railroads early in Florida's History. As such, the unnaturally steep slope within the littoral zone coupled with the lake's deep cone-shaped morphology, makes it prone to erosion. The old railroad bed is now home to a pedestrian trail and skate park. Erosion has continued to wear away at this shoreline, requiring significant repairs to protect the adjacent community amenities and the littoral zone habitat.

PROJECT DESCRIPTION: The City of Winter Haven (Grantee) will construct a 460-ft revetment along the eroded shoreline of Lake Silver to stop current and future erosion caused by wave and wind action. The revetment will be built along the western shoreline at Martin Luther King Jr. Park.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct a 460-ft long revetment along the western shore of Lake Silver.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Commission's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Commission's Grant Manager, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$250,000	07/01/2023	06/30/2024
		Total Cost:	Estimated at $500,000**		

***Local funding will be used to cover cost in excess of $250,000

CITY OF WINTER HAVEN PROJECT MANAGER CONTACT:

Dustin W Everitt
Natural Resources Manager
Phone: 863-291-5881
Email: deveritt@mywinterhaven.com

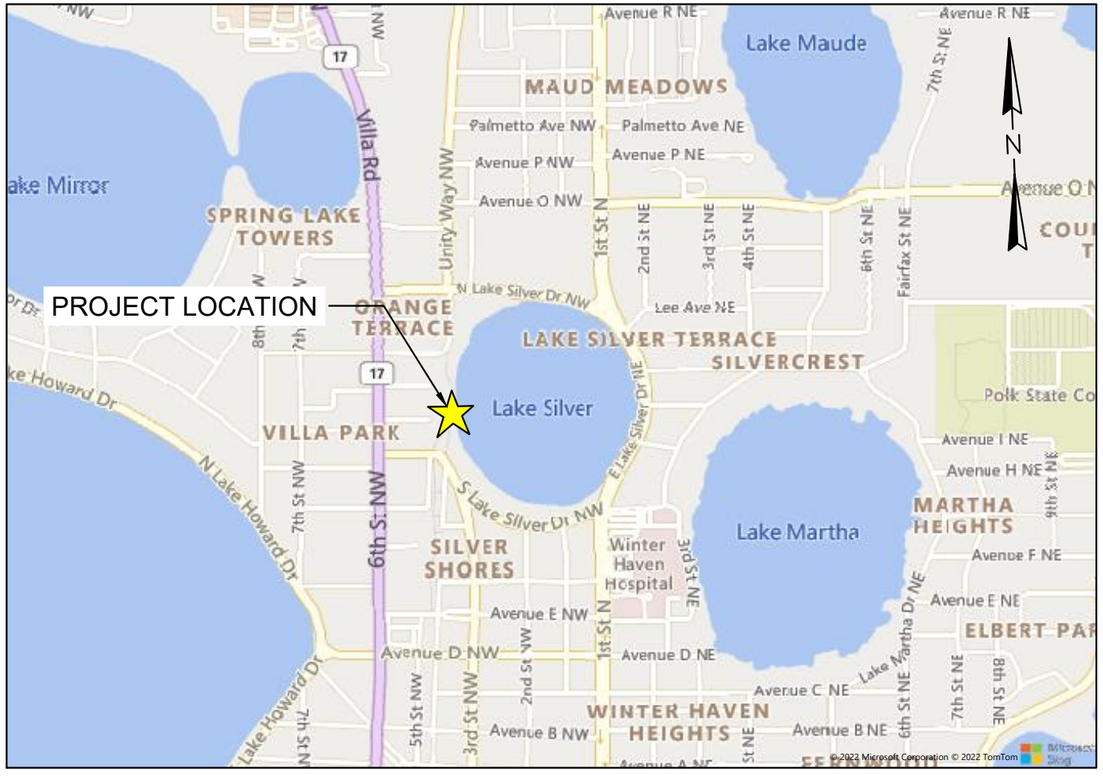
LAKE SILVER
SHORELINE PROTECTION

WINTER HAVEN, FLORIDA

3/30/2022

REVISED: 6/8/2022

SHEET INDEX	
SHEET NO.	TITLE
1	COVER SHEET
2	ASSUMPTIONS & CALCULATIONS
3	EXISTING AND PROPOSED SITE PLANS
4	PROPOSED SECTIONS



PETER C. PETERSON
LICENSE
No 49294
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Peter C Peterson

Digitally signed by Peter C Peterson
Date: 2022.06.08 14:16:38 -04'00'

This document has been digitally signed and sealed by Peter C. Peterson, PE on 6/08/2022. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PREPARED FOR:
CARTER KAYE ENGINEERING

PREPARED BY:
APPLIED TECHNOLOGY MANAGEMENT

ATM
A Geosyntec Company

LAKE SILVER, FLORIDA
COVER SHEET
6/8/2022
SHEET 1

C:\Users\hdl.anderson\OneDrive - Geosyntec\Desktop_PROJECTS\Other\Lake Silver\Lake_Silver_HA.dwg COVER 6/8/22
NOTE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

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WATER LEVELS:

DATA SOURCE: SWFWMD
SAMPLE PERIOD: 1985 - 2019
MAXIMUM - 146.3' NAVD88
AVERAGE - 142.7' NAVD88
MINIMUM - 138.8' NAVD88

FDEP SAFE UPLAND LINE (SUL)- 144.9' NAVD88

SURVEYED WATER LEVEL (11/2021): 144.9' NAVD88

VESSEL ASSUMPTIONS:
- 20' WAKE-SURFING VESSEL
- SAILING DISTANCE: 0-25' FROM SHORELINE

USING GOUDEY AND GIROD 2015 CURVES:
DESIGN WAKE WAVE HEIGHT: 2 FEET

REVETMENT ASSUMPTIONS:
- CREST ELEVATION AT SURVEYED TOP OF BANK: ELEV. 148' NAVD88
- TOE ELEVATION 2' BELOW BOTTOM OF BANK: ELEV. 142' NAVD88
- 2H:1V SLOPE
- STONE PCF = 165
- KD = 2
- MINIMUM TWO-LAYER THICKNESS OF STONE FOR ARMOR AND BEDDING LAYER.

USING HUDSON'S EQUATION FOR STONE SIZING:
ARMOR STONE D50: 1'
BEDDING STONE D50: 3"

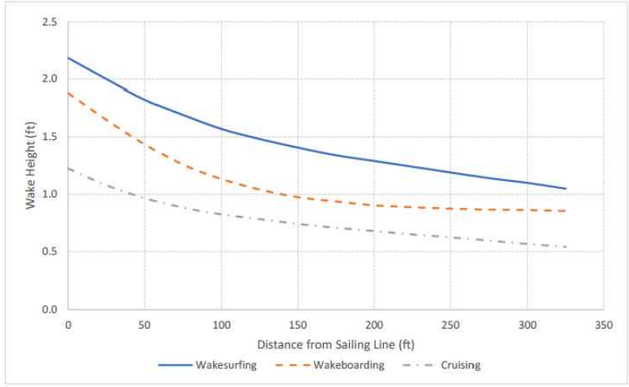


FIGURE 1. DIGITIZED DEEP WATER CURVES FROM GOUDEY AND GIROD 2015

Non-Overtopping - Hudson Formula

Project: Lake Silver Revetment

Date: 3/30/2022

Two layer, Non-Overtopping design based on the Hudson Formula.

This spreadsheet supliments design criteria outlined in Chapter 5, Section 2 of the Coastal Engineering Manual - EM 1110-2-1100

Several formula may be used in the proper determination of armour stone size. This section provides anlaysis as per the "Hudson" equation.

English		Input:	Metric	
H_s =	2.00 ft		H_s =	0.6 m
γ_s =	165.0 lbf/ft^3		γ_s =	25.92 kN/m^3
γ_w =	64.0 lbf/ft^3		γ_w =	10.05 kN/m^3
ρ_s =	5.13 slugs/ft^3		ρ_s =	2643.05 kg/m^3
ρ_w =	1.99 slugs/ft^3		ρ_w =	1025.18 kg/m^3
cotan(α) =	2.00		cotan(α) =	2.00
K_D =	2	*	K_D =	2
$H_{1/10}$ =	2.54 ft		$H_{1/10}$ =	0.77 ft

Output:			
Δ =	1.58	Δ =	1.58
M_{n50} =	5.3 slugs	M_{n50} =	78.0 kg
D_{n50} =	**1.0 ft**	**D_{n50} =**	**0.31 m**
W_{n50} =	**0.1 tons**	**W_{n50} =**	**0.8 kN**

For Uniform Stone Size, Use Following Gradation:**

	Weight (tons)	Weight (lbs)	Dimension (ft)
Min	0.06	129.1	0.92
Median	0.09	172.1	1.01
Max	0.11	215.2	1.09

For Graded Riprap, Use Following Gradation:**

% Less than by Weight	Weight (tons)	Weight (lbs)	Dimension (ft)
0 (min)	0.01	21.5	0.51
15	0.03	68.9	0.75
50	0.09	172.1	1.01
85	0.17	344.3	1.28
100 (max)	0.34	688.5	1.61

Caution - for graded riprap, permeability changes - will effect runup and crest height

EM 1110-2-1100 (Part VI)
Proposed Publishing Date: 30 Sep 01

Table VI-5-22
Rock, Two-Layer Armored Non-Overtopped Slopes (Hudson 1974)

Irregular, head-on waves

$$\frac{H}{\Delta D_{n50}} = (K_D \cot\alpha)^{1/3} \quad \text{or} \quad M_{50} = \frac{\rho_s H^3}{K_D \left(\frac{\rho_s}{\rho_w} - 1\right)^3 \cot\alpha} \qquad \text{(VI-5-67)}$$

where H Characteristic wave height (H_s or $H_{1/10}$)
D_{n50} Equivalent cube length of median rock
M_{50} Median mass of rocks, $M_{50} = \rho_s D_{n50}^3$
ρ_s Mass density of rocks
ρ_w Mass density of water
Δ $\left(\rho_s / \rho_w\right) - 1$
α Slope angle
K_D Stability coefficient

K_D-values by SPM 1977, $H = H_s$, for slope angles $1.5 \le \cot\alpha \le 3.0$. (Based entirely on regular wave tests.)

Stone shape	Placement	Damage, D [4] 0-5% Breaking waves [1]	0-5% Nonbreaking waves [2]	5-10% Nonbreaking waves	10-15% Nonbreaking waves
Smooth, rounded	Random	2.1	2.4	3.0	3.6
Rough angular	Random	3.5	4.0	4.9	6.6
Rough angular	Special [3]	4.8	5.5		

K_D-values by SPM 1984, $H = H_{1/10}$.

Stone shape	Placement	Damage, D [4] = 0-5% Breaking waves [1]	Nonbreaking waves [2]
Smooth rounded	Random	1.2	2.4
Rough angular	Random	2.0	4.0
Rough angular	Special [3]	3.8	7.0

[1] Breaking waves means depth-limited waves, i.e., wave breaking takes place in front of the armor slope. (Critical case for shallow-water structures.)
[2] No depth-limited wave breaking takes place in from of the armor slope.
[3] Special placement with long axis of stone placed perpendicular to the slope face.
[4] D is defined according to SPM 1984 as follows: The percent damage is based on the volume of armor units displaced from the breakwater zone of active armor unit removal for a specific wave height. This zone extends from the middle of the breakwater crest down the seaward face to a depth equivalent to the wave height causing zero damage below still-water level.

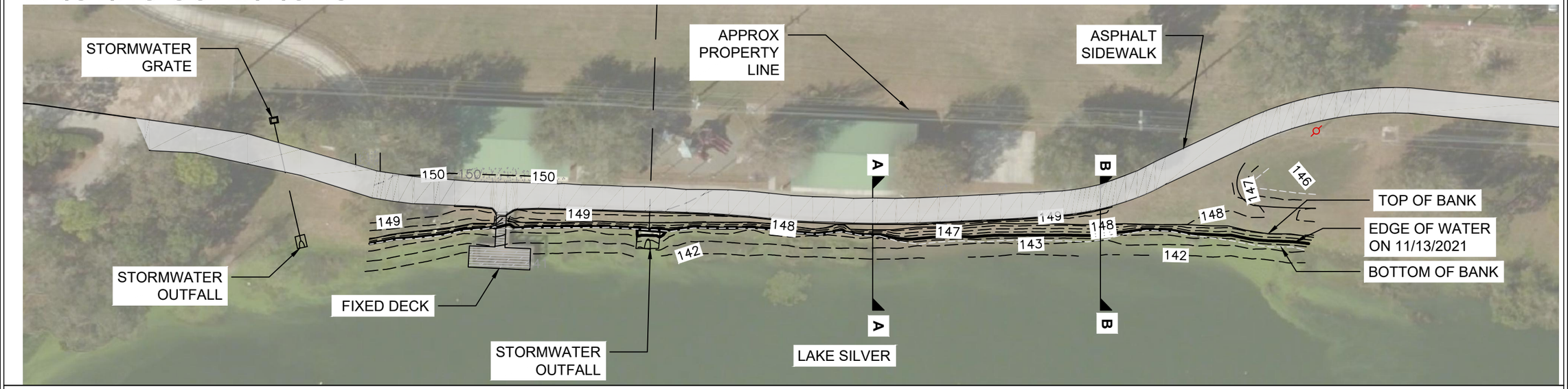
Shore Protection Manual (1977) versus *Shore Protection Manual* (1984): When considering that $H_{1/10} = 1.27 H_s$ for Rayleigh distributed wave heights (non-depth-limited waves) it is seen that the recommendations of *Shore Protection Manual* (1984) introduce a considerable safety factor compared to the practice based on *Shore Protection Manual* (1977).

Uncertainty of the formula: The coefficient of variation of Eq VI-5-67 is estimated to be 18% by van der Meer (1988). Melby and Mlaker (1997) reported a coefficient of variation for K_D of 25% for stone and 20% for Dolosse.

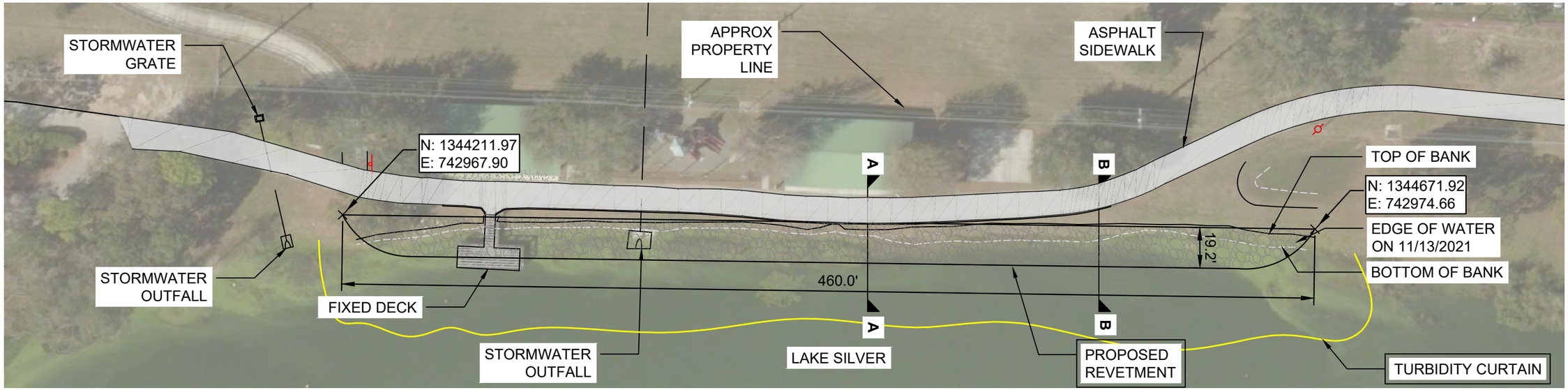
FIGURE 2. HUDSON EQUATION CALCULATION

LAKE SILVER, FLORIDA
ASSUMPTIONS AND CALCULATIONS
6/8/2022
SHEET 2

EXISTING CONDITIONS



PROPOSED SITE PLAN



N

0 50'

Scale in Feet

NOTES:

1. SURVEY WAS COMPLETED ON 11/10/2021 BY PENNONI ASSOCIATES
2. WATER LEVEL ON 11/10/2021 WAS 144.9' NAVD88
3. SAFE UPLAND LINE (SUL) IS 144.9' NAVD88
4. VERTICAL DATUM IS NAVD88
5. HORIZONTAL DATUM IS NAD83 FLORIDA STATE PLANES, WEST ZONE, US FT.

C:\Users\ted.anderson\OneDrive - Geosyntec\Desktop_PROJECTS\OtherLake Silver\Lake_Silver_HA.dwg Plan 6/8/22
NOTICE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

ATM
A Geosyntec Company

LAKE SILVER, FLORIDA
EXISTING AND PROPOSED SITE PLAN
6/8/2022
SHEET 3

C:\Users\hsteiner\OneDrive - Geosyntec\Desktop_PROJECTS\OtherLakes SilverLake_Silver_HA.dwg Section 6/8/22
NOTICE: THESE DRAWINGS AND DESIGNS ARE STRICTLY CONFIDENTIAL AND PROTECTED BY INTERNATIONAL COPYRIGHT LAW. DETAILS MUST NOT BE DISCLOSED, REPRODUCED OR COMMUNICATED TO A 3rd PARTY IN ANY FORM OR MANNER WITHOUT THE PRIOR WRITTEN APPROVAL OF APPLIED TECHNOLOGY & MANAGEMENT.

REVETMENT NOTES:

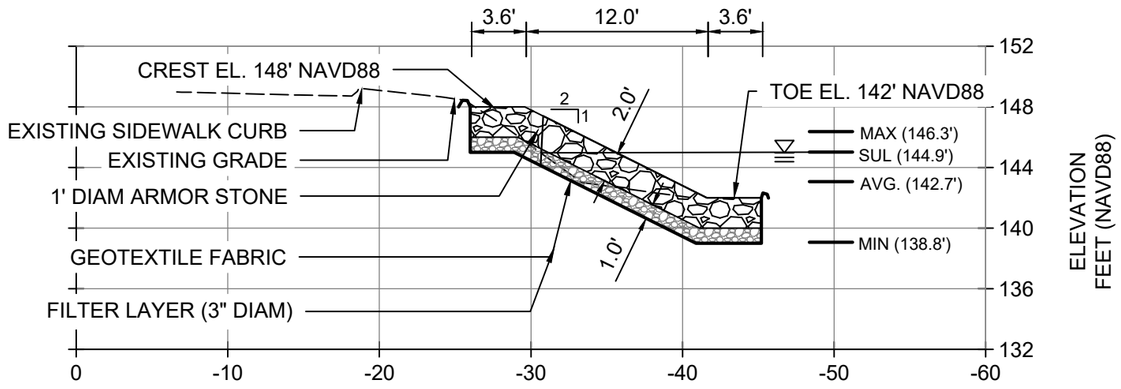
1. REVETMENT ARMOR STONE SHALL BE A MINIMUM OF TWO UNITS THICK AND BE PLACED TO MAXIMIZE CONTACT BETWEEN ADJACENT STONES.
2. SMALLER STONES SHALL BE USED FOR CHINKING TO ACHIEVE UNIFORM INSTALLATION CONFORMITY TO LINES AND GRADES
3. ROCK SIZE SHOWN IN BASED ON A MINIMUM DRY UNIT WEIGHT OF 165 PCF.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES.
5. GEOTEXTILE SHALL HAVE A MINIMUM OVERLAP OF TWO FEET AND BE SECURED AT TOE.
6. TEMPORARY EXCAVATION FOR CONSTRUCTION OF PROPOSED WORK SHALL BE STOCKPILES AND REGRADED INTO EXISTING PROFILE ON WATERWARD SIDE OF REVETMENT.
7. CONTRACTOR SHALL CONDUCT FILLING, GRADING, AND COMPACTION USING APPROVED FILL MATERIAL COMPACTED IN SIX INCH LIFTS.
8. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF THE PROPOSED GEOTEXTILE DETAIL AT TOP AND TOE OF REVETMENT.
9. REMOVE ALL VEGETATION, TREES, EXISTING CONCRETE, RIP-RAP AND OTHER DEBRIS WITHIN REVETMENT CONSTRUCTION LIMITS TO DESIGN GRADE PRIOR TO INSTALLATION OF GEOTEXTILE AND REVETMENT. DISPOSE OF ALL REMOVED MATERIALS IN A LEGAL OFFSITE LOCATION UNLESS OTHERWISE DIRECTED BY THE OWNERS REPRESENTATIVE.
10. QUANTITY OF FILL IS APPROXIMATELY +/- 1 CY PER LINEAR FOOT BELOW THE SAFE UPLAND LINE.

NOTES:

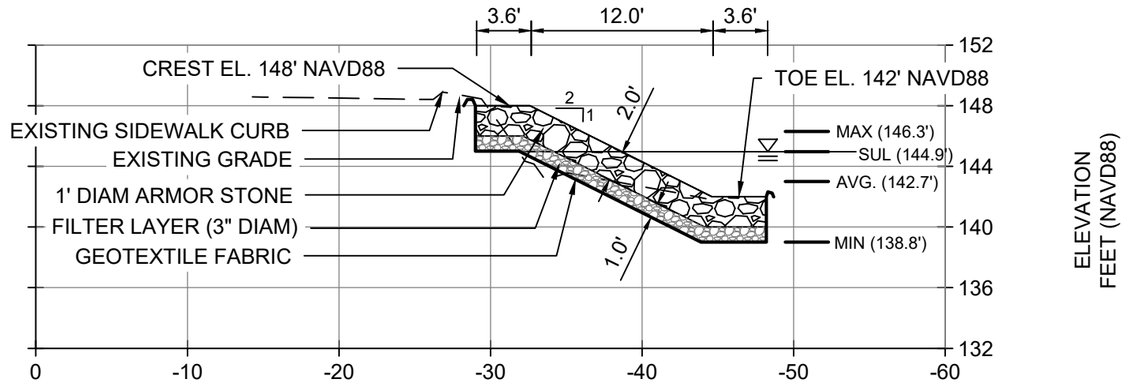
1. SURVEY WAS COMPLETED ON 11/10/2021 BY PENNONI ASSOCIATES
2. WATER LEVEL ON 11/10/2021 WAS 144.9' NAVD88
3. SAFE UPLAND LINE (SUL) IS 144.9' NAVD88
4. VERTICAL DATUM IS NAVD88
5. HORIZONTAL DATUM IS NAD83 FLORIDA STATE PLANES, WEST ZONE, US FT.

0 10'
Scale in Feet

PROPOSED SECTION A-A



PROPOSED SECTION B-B



LAKE SILVER, FLORIDA
PROPOSED SECTIONS
6/8/2022
SHEET 4

DATE: June 17, 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

SUBJECT: 2024-25 Wetlands Restoration and Protection Grant

BACKGROUND

The City of Winter Haven is dedicated to the conservation and protection of our natural resources. In line with this commitment, staff is seeking commission approval to submit a grant application to the Florida Department of Environmental Protection (FDEP) to obtain funding for the purchase and restoration of approximately 140 acres located at the northern gateway of Winter Haven, near the corner of US-17 and US-92.

These parcels hold immense ecological and environmental importance, boasting excellent bottomland swamp habitat and serving as a refuge for fish and wildlife. The wetlands on these parcels play a vital role in the region by improving water quality, offering water storage, and aiding flood attenuation efforts. If the property is obtained and restored, there would be positive lake quality benefits for Lake Pansy, Lake Rochelle, and the Northern Chain of Lakes.

The FY24-25 FDEP grant portal is open, and the City seeks authorization to submit a grant proposal to help with the purchase and protection of the site located on the northeast side of Lake Pansy.

FINANCIAL IMPACT

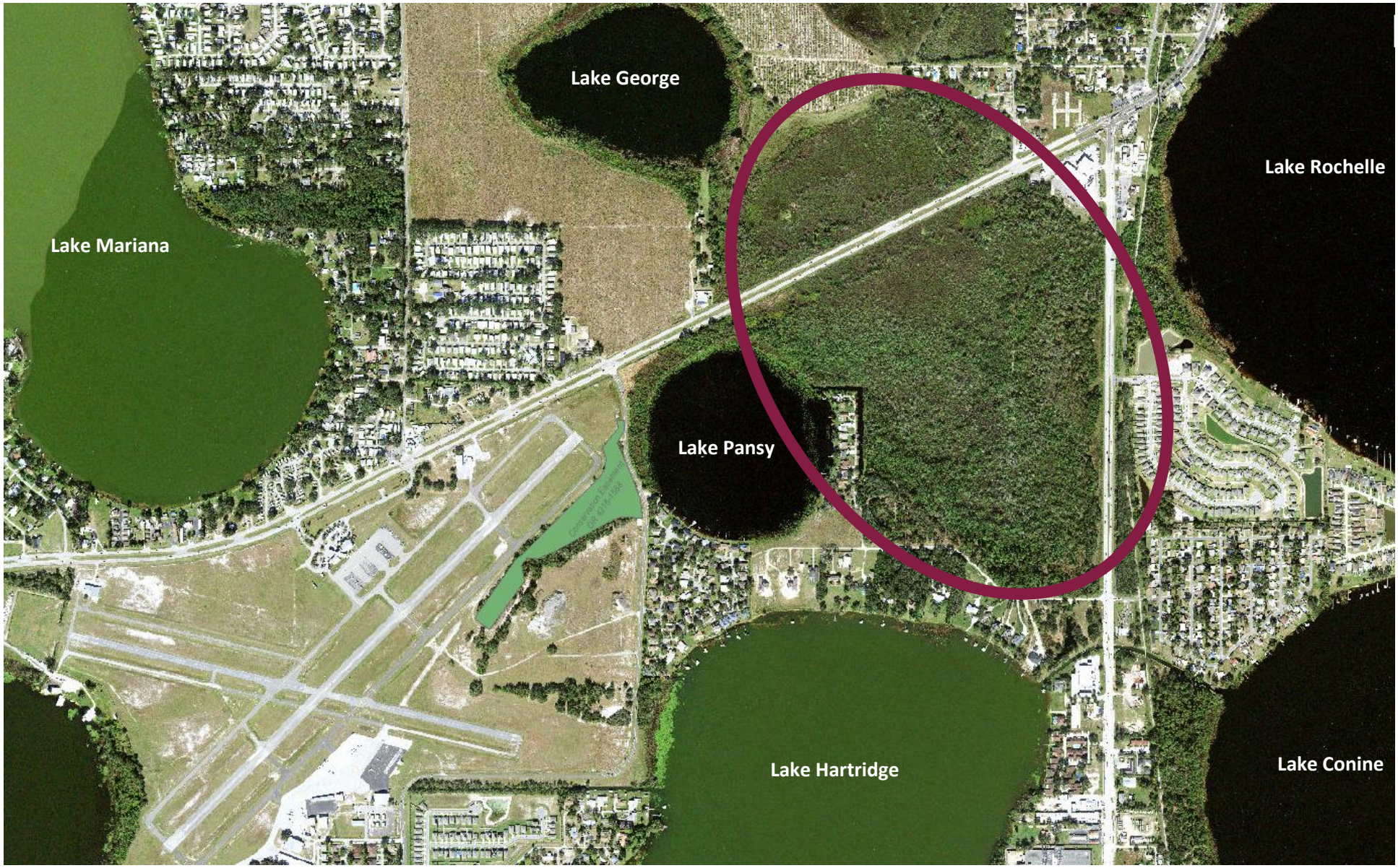
There is no cost associated with applying for this grant. The total project cost is estimated to be $2,000,000. Staff is seeking $800,000 in funding from the Florida Department of Environmental Protection (FDEP) to aid in the purchase of the property and the restoration of the wetland. A partnership with Polk County will help cover the remaining costs, with $600,000 coming from the County and $600,000 from the City of Winter Haven Stormwater Fund.

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to submit the FY24-25 Wetlands Restoration and Protection Grant and take any additional actions necessary thereto related to applying for and receiving the requested grant funding.

ATTACHMENT

- Parcel Map


Lake George
Lake Rochelle
Lake Mariana
Lake Pansy
Lake Hartridge
Lake Conine

DATE: June 13, 2024

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charles Bird, Assistant City Manager for Public Safety
David Brannan, Chief of Police

FROM: Vance Monroe Jr., Deputy Chief of Police

SUBJECT: Resolution R-24-28 repealing Resolution R-21-10 and disbanding the Winter Haven Public Safety Community Advisory Committee

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BACKGROUND

Florida House Bill 601 was presented during the Florida legislature session which concluded in May, 2024, regarding the establishment of Civilian Oversight Boards which was approved and signed into law effective July 1, 2024, which adds a new Section 166.0486 to the Florida Statutes regarding the Establishment of Civilian Oversight Boards for law enforcement agencies including but not limited to municipal police departments. House Bill 601 does the following:

- Prevents anti-police activists from carrying out extrajudicial investigations against law enforcement.
- Codifies the creation of "Civilian Oversight Boards" to ensure they are directed by a Chief of Police and are comprised of at least three to seven members, all of whom are appointed by the Chief of Police.
- At least one member must be a retired law enforcement officer.
- Ensures that misconduct allegations will be investigated by those properly trained and equipped to handle such investigations, such as Internal Affairs Departments or the Criminal Justice Standards and Training Commission (CJSTC).

It is important to note that a Civilian Review Board should help to ensure transparency, enhance public confidence and trust, and improve the efficiency of operations. Members of the Civilian Review Board are charged with reviewing and discussing closed internal investigations in regards to processes, policies and or training that may be considered in preventing a future occurrence of an activity. It is imperative that the City maintains this committee in its new form as outlined by House Bill 601. Therefore, at a later date, if advisable, the City may take appropriate steps to address the Winter Haven Public Safety Community Advisory Committee.

FINANCIAL IMPACT

There is no financial impact related to the passage of this Resolution.

RECOMMENDATION

The Chief of Police and City Manager recommend that the City Commission pass Resolution R-24-28 which will have the effect of disbanding the current Winter Haven Public Safety Community Advisory Committee.

ATTACHMENTS

- Resolution R-24-28
- House Bill 601

RESOLUTION R-24-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, REPEALING RESOLUTION NO. R-21-10 WHICH ESTABLISHED THE PUBLIC SAFETY COMMUNITY ADVISORY COMMITTEE AND DISBANDING THE COMMITTEE; AND PROVIDING FOR SEVERABILITY, REPEALER, AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida House Bill 601 was presented during the Florida legislature session which concluded in May, 2024, regarding the establishment of Civilian Oversight Boards which was approved and signed into law effective July 1, 2024, which adds a new Section 166.0486 to the Florida Statutes regarding the Establishment of Civilian Oversight Boards for law enforcement agencies including but not limited to municipal police departments; and

WHEREAS, on February 22, 2021, the City Commission of the City of Winter Haven, Florida, approved Resolution No. R-21-10 establishing a Public Safety Community Advisory Committee; and

WHEREAS, in order to comply with Section 166.0486 of the Florida Statutes which goes into effect on July 1, 2024 relating to the Establishment of Civilian Oversight Boards for municipal police departments, it is desirable to repeal Resolution R-21-10 which established the aforementioned existing Public Safety Community Advisory Committee and disband same; and

WHEREAS, it is in the best interest of the public and will promote the health, safety and welfare of the City's residents and business owners that this Resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA AS FOLLOWS:

1. That the above Whereas clauses are hereby incorporated herein and are adopted as factual findings and are the factual basis for the passage of this Resolution.

2. That Resolution R-21-10 which established the Public Safety Community Advisory Committee is hereby repealed and the Public Safety Advisory Committee is accordingly disbanded immediately upon the effective date of this Resolution.
3. 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.
4. All other resolutions or parts of resolutions, insofar as they are inconsistent or in conflict with the provisions of the Resolution, are hereby repealed.
5. This Resolution 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 24th day of June, 2024.

CITY OF WINTER HAVEN, FLORIDA

BY: _____
Mayor–Commissioner

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

An act relating to law enforcement and correctional officers; creating s. 30.61, F.S.; authorizing county sheriffs to establish civilian oversight boards to review the policies and procedures of the sheriff's office and its subdivisions; providing for membership of such boards; amending s. 112.533, F.S.; providing legislative intent; revising the definition of "political subdivision"; prohibiting a political subdivision from adopting or attempting to enforce certain ordinances relating to the receipt, processing, or investigation of complaints against law enforcement officers or correctional officers, or relating to civilian oversight of law enforcement agency investigations of complaints of misconduct by such officers; making technical changes; amending s. 112.532, F.S.; conforming a cross-reference; making technical changes; amending s. 145.071, F.S.; revising the base salary for sheriffs; providing a declaration of important state interest; creating s. 166.0486, F.S.; authorizing the chief of a municipal police department to establish a civilian oversight board to review the policies and procedures of the chief's department and its subdivisions; providing for membership of such boards; providing an effective

date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 30.61, Florida Statutes, is created to read:

30.61 Establishment of civilian oversight boards.—

(1) A county sheriff may establish a civilian oversight board to review the policies and procedures of his or her office and its subdivisions.

(2) The board must be composed of at least three and up to seven members appointed by the sheriff, one of which shall be a retired law enforcement officer.

Section 2. Section 112.533, Florida Statutes, is amended to read:

112.533 Receipt and processing of complaints.—

(1) It is the intent of the Legislature to make the process for receiving, processing, and investigation of complaints against law enforcement or correctional officers, and the rights and privileges provided in this part while under investigation, apply uniformly throughout this state and its political subdivisions.

(2) As used in this section, the term "political subdivision" means a separate agency or unit of local government created or established by law or ordinance and the officers

thereof and includes, but is not limited to, an authority, a board, a branch, a bureau, a city, a commission, a consolidated government, a county, a department, a district, an institution, a metropolitan government, a municipality, an office, an officer, a public corporation, a town, or a village.

(3) A political subdivision may not adopt or attempt to enforce any ordinance relating to either of the following:

(a) The receipt, processing, or investigation by any political subdivision of this state of complaints of misconduct by law enforcement or correctional officers, except as expressly provided in this section.

(b) Civilian oversight of law enforcement agencies' investigations of complaints of misconduct by law enforcement or correctional officers.

(4)(a) Every law enforcement agency and correctional agency shall establish and put into operation a system for the receipt, investigation, and determination of complaints received by such agency from any person, which must ~~shall~~ be the procedure for investigating a complaint against a law enforcement or ~~and~~ correctional officer and for determining whether to proceed with disciplinary action or to file disciplinary charges, notwithstanding any other law or ordinance to the contrary. When law enforcement or correctional agency personnel assigned the responsibility of investigating the complaint prepare an investigative report or summary, regardless

of form, the person preparing the report shall, at the time the report is completed:

1. Verify pursuant to s. 92.525 that the contents of the report are true and accurate based upon the person's personal knowledge, information, and belief.

2. Include the following statement, sworn and subscribed to pursuant to s. 92.525:

"I, the undersigned, do hereby swear, under penalty of perjury, that, to the best of my personal knowledge, information, and belief, I have not knowingly or willfully deprived, or allowed another to deprive, the subject of the investigation of any of the rights contained in ss. 112.532 and 112.533, Florida Statutes."

The requirements of subparagraphs 1. and 2. must ~~shall~~ be completed before ~~prior to~~ the determination as to whether to proceed with disciplinary action or to file disciplinary charges. This subsection does not preclude the Criminal Justice Standards and Training Commission from exercising its authority under chapter 943.

(b)~~1.~~ Any political subdivision that initiates or receives a complaint against a law enforcement officer or correctional officer shall ~~must~~ within 5 business days forward the complaint to the employing agency of the officer who is the subject of the

complaint for review or investigation.

~~2. For purposes of this paragraph, the term "political subdivision" means a separate agency or unit of local government created or established by law or ordinance and the officers thereof and includes, but is not limited to, an authority, board, branch, bureau, city, commission, consolidated government, county, department, district, institution, metropolitan government, municipality, office, officer, public corporation, town, or village.~~

Notwithstanding the rights and privileges provided under this part or any provisions provided in a collective bargaining agreement, the agency head or the agency head's designee may request a sworn or certified investigator from a separate law enforcement or correctional agency to conduct the investigation when a conflict is identified with having an investigator conduct the investigation of an officer of the same employing agency; the employing agency does not have an investigator trained to conduct such investigations; or the agency's investigator is the subject of, or a witness in, the investigation and such agency is composed of any combination of 35 or fewer law enforcement officers or correctional officers. The employing agency must document the identified conflict. Upon completion of the investigation, the investigator shall present the findings without any disciplinary recommendation to the

employing agency.

(5)(a)~~(2)(a)~~ A complaint filed against a law enforcement officer or correctional officer with a law enforcement agency or correctional agency and all information obtained pursuant to the investigation by the agency of the complaint is confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has concluded the investigation with either a finding:

1. ~~Concluded the investigation with a finding~~ Not to proceed with disciplinary action or to file charges; or

2. ~~Concluded the investigation with a finding~~ To proceed with disciplinary action or to file charges.

Notwithstanding the foregoing provisions, the officer who is the subject of the complaint, along with legal counsel or any other representative of his or her choice, may review the complaint and all statements regardless of form made by the complainant and witnesses and all existing evidence, including, but not limited to, incident reports, analyses, GPS locator information, and audio or video recordings relating to the investigation, immediately before beginning the investigative interview. All statements, regardless of form, provided by a law enforcement

officer or correctional officer during the course of a complaint investigation of that officer must ~~shall~~ be made under oath pursuant to s. 92.525. Knowingly false statements given by a law enforcement officer or correctional officer under investigation may subject the law enforcement officer or correctional officer to prosecution for perjury. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and nonincarcerated witnesses may be reviewed by the officer under investigation immediately before ~~prior to~~ the beginning of the investigative interview.

(b) This subsection does not apply to any public record which is exempt from public disclosure pursuant to chapter 119. For the purposes of this subsection, an investigation is ~~shall be~~ considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation is ~~shall be~~ presumed to be inactive if no finding is made within 45 days after the complaint is filed.

(c) Notwithstanding ~~other provisions of~~ this section, the complaint and information must ~~shall~~ be available to law enforcement agencies, correctional agencies, and state attorneys in the conduct of a lawful criminal investigation.

(6)~~(3)~~ A law enforcement officer or correctional officer

has the right to review his or her official personnel file at any reasonable time under the supervision of the designated records custodian. A law enforcement officer or correctional officer may attach to the file a concise statement in response to any items included in the file identified by the officer as derogatory, and copies of such items must be made available to the officer.

(7)~~(4)~~ Any person who is a participant in an internal investigation, including the complainant, the subject of the investigation and the subject's legal counsel or a representative of his or her choice, the investigator conducting the investigation, and any witnesses in the investigation, who willfully discloses any information obtained pursuant to the agency's investigation, including, but not limited to, the identity of the officer under investigation, the nature of the questions asked, information revealed, or documents furnished in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided in this section commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. However, this subsection does not limit a law enforcement or correctional officer's ability to gain access to information under paragraph (5)(a) ~~(2)(a)~~. Additionally, a sheriff, police chief, or other head of a law enforcement agency, or his or her designee, is not precluded by this section

from acknowledging the existence of a complaint and the fact that an investigation is underway.

Section 3. Paragraph (b) of subsection (4) of section 112.532, Florida Statutes, is amended to read:

112.532 Law enforcement officers' and correctional officers' rights.—All law enforcement officers and correctional officers employed by or appointed to a law enforcement agency or a correctional agency shall have the following rights and privileges:

(4) NOTICE OF DISCIPLINARY ACTION; COPY OF AND OPPORTUNITY TO ADDRESS CONTENTS OF INVESTIGATIVE FILE; CONFIDENTIALITY.—

(b) Notwithstanding s. 112.533(5) ~~s. 112.533(2)~~, whenever a law enforcement officer or correctional officer is subject to disciplinary action consisting of suspension with loss of pay, demotion, or dismissal, the officer or the officer's representative must ~~shall~~, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence, and with the opportunity to address the findings in the report with the employing law enforcement agency before imposing disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. The contents of the complaint and investigation must ~~shall~~ remain confidential until such time as the employing law enforcement agency makes a final determination whether ~~or not~~ to issue a notice of disciplinary action consisting of suspension

with loss of pay, demotion, or dismissal. This paragraph does not provide law enforcement officers with a property interest or expectancy of continued employment, employment, or appointment as a law enforcement officer.

Section 4. Subsection (1) of section 145.071, Florida Statutes, is amended to read:

145.071 Sheriff.—

(1) Each sheriff shall receive as salary the amount indicated, based on the population of his or her county. In addition, a compensation shall be made for population increments over the minimum for each group, which shall be determined by multiplying the population in excess of the minimum for the group times the group rate.

Pop. Group	County Pop. Range		Base Salary	Group Rate
	Minimum	Maximum		
I			$33,350	
	-0-	49,999	~~$28,350~~	$0.07875
II			36,500	
	50,000	99,999	~~31,500~~	0.06300

III			39,650	
	100,000	199,999	~~34,650~~	0.02625
IV			42,275	
	200,000	399,999	~~37,275~~	0.01575
V			45,425	
	400,000	999,999	~~40,425~~	0.00525
VI			48,575	
	1,000,000		~~43,575~~	0.00400

Section 5. The Legislature hereby determines and declares that this act fulfills an important state interest.

Section 6. Section 166.0486, Florida Statutes, is created to read:

166.0486 Establishment of civilian oversight boards.—

(1) The chief of a municipal police department may establish a civilian oversight board to review the policies and procedures of his or her department and its subdivisions.

(2) The board must be composed of at least three and up to seven members appointed by the chief of the municipal police department, one of which shall be a retired law enforcement officer.

261 Section 7. This act shall take effect July 1, 2024.

DATE: May 30, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Resolution R-24-29: Acceptance of Right-of-Way Deed from Viet Ho Management, LLC

BACKGROUND

An approved site plan for a private development located at the Southeast corner of 1st Street South and Avenue O, SE, required the property owner, Viet Ho Management, LLC, a Florida limited liability company, to dedicate additional right-of-way for both streets to meet the City's Code requirements.

On April 9, 2024, Viet Ho Management, LLC, delivered a Right-of-Way Deed to the City of Winter Haven which was recorded on April 15, 2024, in Official Records Book 13076, Page 1718, public records of Polk County, Florida.

The proposed Resolution R-24-29 formally accepts the right-of-way property from Viet Ho Management, LLC.

FINANCIAL IMPACT

There is no financial impact anticipated by the passage of Resolution R-24-29.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-24-29.

ATTACHMENT

- Resolution R-24-29

RESOLUTION NO. R-24-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT RIGHT-OF-WAY DEED FROM VIET HO MANAGEMENT, LLC TO THE CITY OF WINTER HAVEN, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE RIGHT-OF-WAY DEED EXECUTED AND DELIVERED BY VIET HO MANAGEMENT, LLC TO THE CITY OF WINTER HAVEN AND RECORDED ON APRIL 15, 2024, IN OFFICIAL RECORDS BOOK 13076, PAGE 1718, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an approved site plan for a private development located at the Southeast corner of 1st Street South and Avenue O, SE, required the property owner to dedicate additional right-of-way for both streets to meet the City's Code requirements; and

WHEREAS, Viet Ho Management, LLC, a Florida limited liability company, owns the land at the Southeast corner of 1st Street South and Avenue O, SE; and

WHEREAS, on April 9, 2024, Viet Ho Management, LLC, delivered a Right-of-Way Deed to the City of Winter Haven which was recorded on April 15, 2024, in Official Records Book 13076, Page 1718, public records of Polk County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The City Commission of the City of Winter Haven, Florida hereby affirmatively accepts from Viet Ho Management, LLC, a Florida limited liability company, the conveyance of that real property described in that Right-of-Way Deed delivered on April 9, 2024, and recorded on April 15, 2024, in Official Records Book 13076, Page 1718,, public records of Polk County, Florida, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 24th day of June, 2024.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

EXHIBIT “A” to Resolution R-24-29

INSTR # 2024084961
BK 13076 Pgs 1718-1720 PG(s)3
RECORDED 04/15/2024 08:46:45 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC $0.70
RECORDING FEES $27.00
RECORDED BY ashlover

Return to:
City of Winter Haven
451 3rd Street NW
Winter Haven, FL 33881

FREDERICK J. MURPHY, JR.
BOSWELL & DUNLAP LLP
P.O. DRAWER 30
BARTOW, FL 33831-0030

Instrument prepared by:
Stephen H. Bates, Esq.
Southern Atlantic Law Group, PLLC
290 1st Street S.
Winter Haven, FL 33880

Parcel No. 262833-654500-000146

RIGHT-OF-WAY DEED TO CITY OF WINTER HAVEN
CONVEYS TITLE BY LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF POLK

THIS INDENTURE, Made this 9th day of April, 2024, by and between VIET HO MANAGEMENT, LLC, a Florida limited liability company, whose address is 1979 Altavista Circle, Lakeland, Florida 33810, party of the first part, and the CITY OF WINTER HAVEN, Florida, a municipal corporation organized and existing under the laws of the State of Florida, and its successors in interest, whose address is 451 Third Street NW, Winter Haven, Florida 33881, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar ($1.00) to it in hand paid by the party of the second part, the receipt of whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, for the purpose of public highway and purposes incidental thereto and other municipal purposes, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Polk County, State of Florida, to-wit:

SEE EXHIBIT “A” ATTACHED HERETO.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto and other municipal purposes.

And the said party of the first part will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, by its Manager, has caused these presents to be signed for and on its behalf, the day and year first above written.

Witnesses:

Print Name: KACI MULLINS
Print Address: 290 1ST St. S
Winter Haven, FL 33880

Print Name: KATHLEEN MCGEE
Print Address: 290 1ST St. S
Winter Haven, FL 33880

VIET HO MANAGEMENT, LLC, a Florida limited liability company

By: Viet Ho, its Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization this 9th day of April, 2024, by Viet Ho, as Manager of VIET HO MANAGEMENT, LLC, a Florida limited liability company, on behalf of said company.

Personally Known _____ OR Produced Identification ✓
Type of Identification Produced: drivers license

NOTARY SEAL/STAMP

Printed Notary Name: Ruby Genelle Spears
Notary Public, State of Florida
My commission expires: 12/20/2026
Commission/Serial No. HH343159

RUBY GENELLE SPEARS
Notary Public
State of Florida
Comm# HH343159
Expires 12/20/2026

EXHIBIT "A"

Parcel 1 – North

A parcel of land being a portion of Lot 14, C.S. PUGH'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 24, Page 28, of the Public Records of Polk County, Florida, being described as follows:

Commence at the northwest corner of Lot 13, of said C.S. PUGH'S SUBDIVISION, FOR THE Point of Beginning; thence North 89°42'36" West, along the southerly right-of-way line of Avenue O Southeast, a distance of 125.90 feet; thence South 00°17'23" West, along said southerly right-of-way line, a distance of 5.00 feet; thence South 89°42'36" East, parallel with said southerly right-of-way line, a distance of 125.92 feet to the west line of aforesaid Lot 13; thence North 00°05'44" East, along said west line, a distance of 5.00 feet to the Point of Beginning. Said parcel containing 630 square feet, more or less.

Parcel 2 – West

A parcel of land being a portion of Lot 14, C.S. PUGH'S SUBDIVISION, according to the plat thereof, recorded in Plat Book 24, Page 28, of the Public Records of Polk County, Florida, being described as follows:

Commence at the northwest corner of Lot 13, of said C.S. PUGH'S SUBDIVISION; thence along the southerly right-of-way line of Avenue O Southeast for the following five (5) courses; (1) North 89°42'36" West, a distance of 125.90 feet; (2) thence South 00°17'23" West, a distance of 6.71 feet; (3) thence North 88°56'05" West, a distance of 19.84 feet; (4) thence South 44°57'02" West, a distance of 27.40 feet to the Point of Beginning; (5) thence continue South 44°57'02" West, a distance of 11.27 feet to the easterly right-of-way of 1st Street South; thence South 00°16'19" East, a distance of 87.13 feet to the north line of a parcel recorded in Official Records Book 11877, Page 0941, Public Records of Polk County, Florida; thence South 89°42'34" East along said north line, a distance of 8.00 feet; thence North 00°16'19" West, parallel with said easterly right-of-way line of 1st Street South, a distance of 95.15 feet to the Point of Beginning. Said parcel containing 729 square feet, more or less.

DATE: June 5, 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-24-22: Request by Landmark Investments, Inc. to amend a portion of Planned Unit Development Ordinance O-89-04. General Location: 800 Havendale Boulevard. The area covered by this request is 13.58± acres.

BACKGROUND

Landmark Investments, Inc., petitioner, requests the City amend a portion of Planned Unit Development Ordinance O-89-04. The area subject to this request is the southern portion of a parcel located at 800 Havendale Boulevard. The subject property contains approximately 13.58± acres developed with a commercial shopping center and associated parking. The northern portion of the parcel is designated as Commercial- Highway (C-3) zoning district. Access to the shopping center is from Havendale Boulevard and US Highway 17 (Eighth Street, NW).

The petitioner proposes to develop a vacant portion of the property, designated in the current PUD as Phase III of the commercial development, with 100 multi-family residential units. The current PUD does not allow multi-family residential; however, based on the adopted Floor Area Ratio (FAR) for Primary Mixed Use Hub, the subject property could be developed with a total of 1,774,632 square feet (13.58 acres x 43,560 square feet x 3.0 FAR) of commercial space. This would be an approximate increase of 1,695,583 square feet over the current 79,049 square feet developed on the site.

The proposed area for multi-family development is approximately 3.1± acres. When specifically examining this area, it alone could be developed with up to 405,108 square feet (3.1 acres x 43,560 square feet x 3.0 FAR) of commercial space under the current PUD.

The current PUD Ordinance is 35-years-old, contains references to obsolete zoning districts pertaining to permitted uses, and does not provide development standards. Staff proposes to provide updated permitted uses and development standards for the existing developed commercial portion to align with current standards and zoning districts.

SURROUNDING USES

Uses surrounding the subject property include the remainder of the Spring Lake Plaza to the north; vacant land designated for multi-family development to the west; multi-family residential to the east

across U.S. Highway 17; and Spring Lake to the south.

INFRASTRUCTURE

The request decreases the overall permitted development intensity of the subject property. The table below illustrates the anticipated changes in demands from the current PUD and the proposed PUD amendment for the 3.1± acre area proposed for multi-family development.

Infrastructure		Current Maximum Potential Demands	Proposed Maximum Potential Demands	Difference
		405,108 SF Commercial	100 Multi-Family Residential Units	
Potable Water		89,124 gpd	25,200 gpd	-63,924 gpd
Sanitary Sewer		78,124 gpd	22,050 gpd	-56,074 gpd
Transportation		2,034 trips	100 trips	-1,934 trips
Schools	Elementary	0 seats	20 seats	+20 seats
	Middle	0 seats	5 seats	+5 seats
	High	0 seats	7 seats	+7 seats

The table below illustrates the potential overall demands on supporting infrastructure should the property be developed with 100 multi-family residential units under the proposed PUD amendment.

Potable Water				
Current Available Capacity (April 30, 2024)		Current Vested Demands	Potential Demands	Remaining Capacity
2,780,000 gpd		1,772,300 gpd	25,200 gpd	982,500 gpd
Sanitary Sewer (WWTP 3)				
Current Available Capacity (April 30, 2024)		Current Vested Demands	Potential Demands	Remaining Capacity
2,920,000 gpd		994,100 gpd	22,050 gpd	1,903,850 gpd
Transportation (Traffic Count Data from Polk Transportation Planning Organization)				
Current Available Capacity (PM Peak Hour)		Current Vested Demands	Potential Demands	Remaining Capacity
U.S. Highway 17- Assumes 50 percent of projected new trips				
Northbound	655 trips	33 trips	16 trips	606 trips
Southbound	694 trips	32 trips	15 trips	647 trips
Havendale Boulevard- Assumes 50 percent of projected new trips				
Eastbound	2,170 trips	48 trips	15 trips	2,107 trips
Westbound	2,215 trips	50 trips	16 trips	2,149 trips

The petitioner's request results in a decrease in public infrastructure demands over the current maximum development potential. At this time, sufficient potable water, wastewater, and roadway

capacity is available to support the development of 100 multi-family residential units requested by the PUD amendment.

Public school availability is highly variable due to frequent changes in school enrollments over the course of a year; therefore, available capacity is determined by the Polk County Public Schools at the time of final platting for subdivisions or upon final site plan approval for multi-family developments. Availability can be met by having capacity at the zoned schools or an adjacent zoned school as permitted under State Statute. Based on the development of 100 multi-family residential units, up to 20 elementary, 5 middle, and 7 high school seats may be required.

As with all developments in the City, a final concurrency determination for all supporting public infrastructure will be made prior to final site development approval.

COMPREHENSIVE PLAN

The current adopted Future Land Use on the property is Primary Mixed Use Hub. The requested PUD amendment is consistent with the Primary Mixed Use Hub Future Land Use designation.

NOTIFICATION

All public notification requirements for this request 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 June 4, 2024 regular meeting, voted to recommend approval of this request with a 7-1 vote (Commissioner David Lane voted no). Five members of the public spoke with concerns related to traffic, vehicular access points, previous uses in the Spring Lake Shopping Plaza, boat docks, and impacts to Spring Lake.

CONCLUSION

Staff's review of the petitioner's request yields the following conclusions:

- The requested multi-family development within this PUD is consistent with development in the area and the PUD designation to the west;

- The staff proposed changes with which the petitioner agrees as part of its application will address obsolete language within a 35-year-old PUD for the existing commercial;

- The requested PUD amendment is consistent with the Primary Mixed Use Hub Future Land Use assigned to the property;

- This request will result in a decrease in water, sewer, and transportation infrastructure demands over the maximum development potential in the current PUD; and

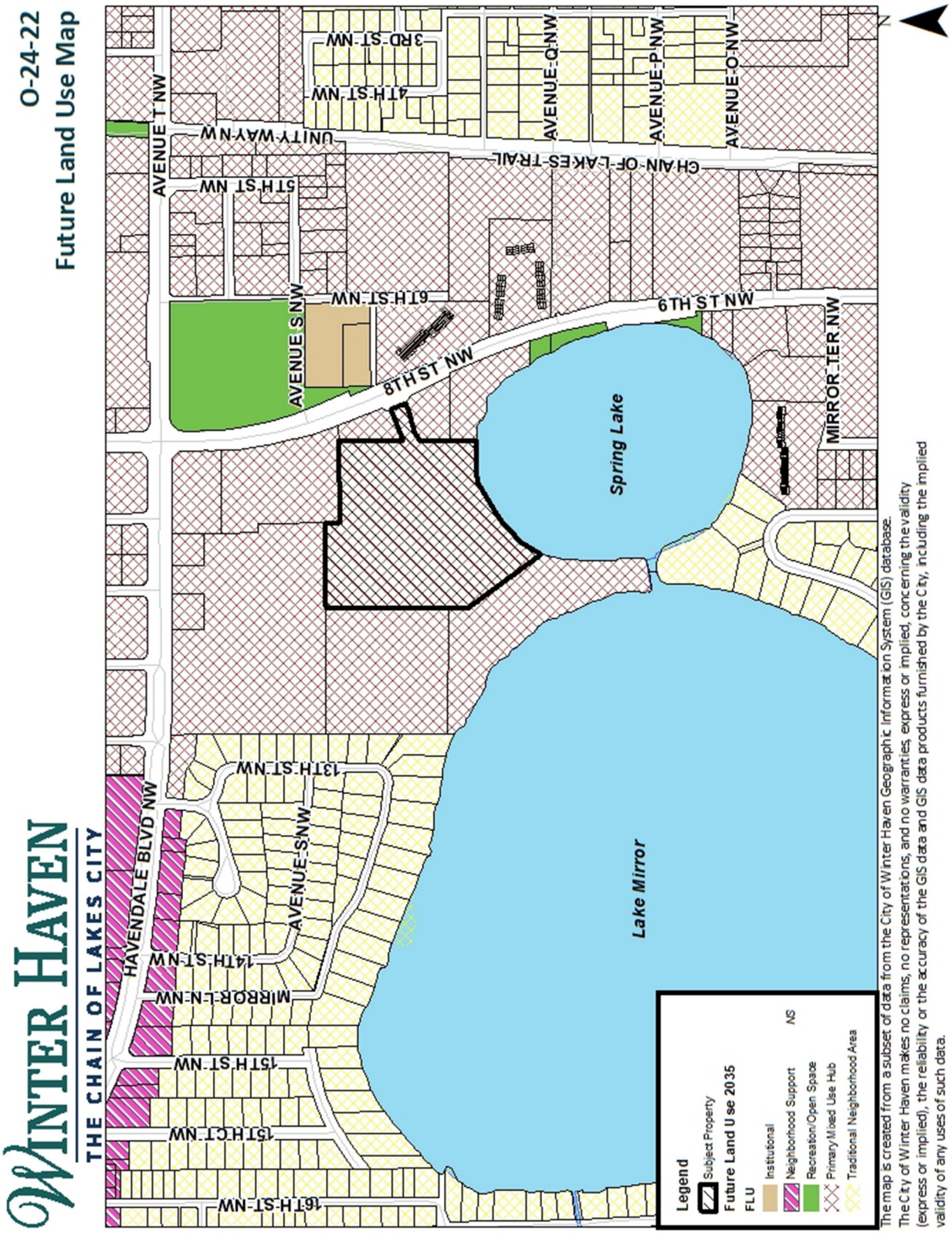
- This portion of the Spring Lake Square shopping center has remained undeveloped for 35 years under the current zoning. Development of multi-family uses in this space will create a true mixed use hub, and will potentially lead to further redevelopment of the aging Spring Lake Square shopping center.

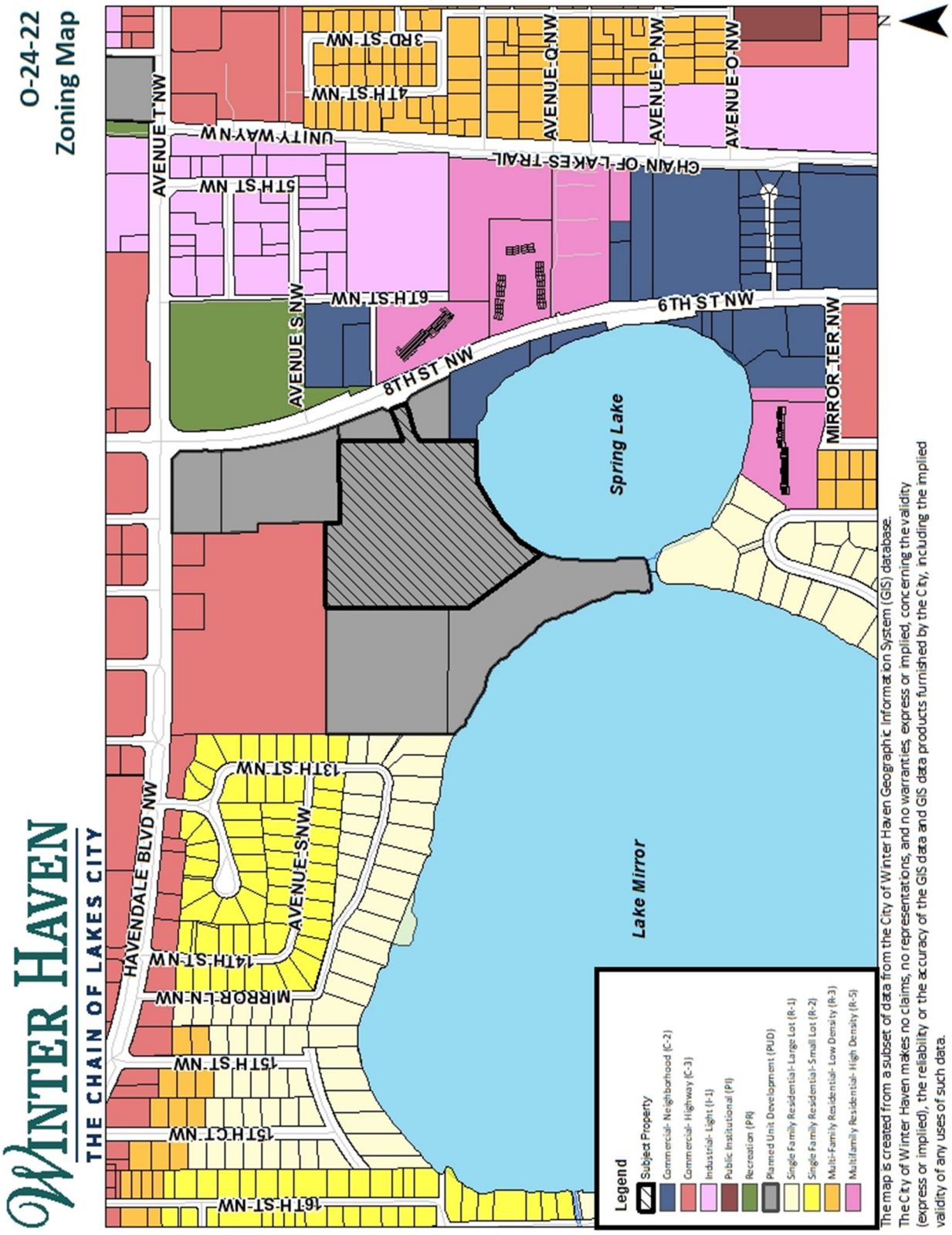
RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-24-22.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-24-22


O-24-22
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Spring Lake
Lake Mirror
AVENUE T NW
AVENUE S NW
AVENUE R NW
AVENUE Q NW
AVENUE P NW
AVENUE O NW
3RD ST NW
4TH ST NW
5TH ST NW
6TH ST NW
8TH ST NW
9TH ST NW
UNITY WAY NW
CHAIN OF LAKES TRAIL
MIRROR TER NW
HAVENDALE BLVD NW
13TH ST NW
14TH ST NW
MIRROR LN NW
15TH ST NW
15TH CT NW
16TH ST NW
Legend
Subject Property
Future Land Use 2035
FLU
Institutional
Neighborhood Support
NS
Recreation/Open Space
Primary Mixed Use Hub
Traditional Neighborhood Area
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-24-22
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
Spring Lake
Lake Mirror
AVENUE T NW
UNITY WAY NW
3RD ST NW
4TH ST NW
AVENUE Q NW
AVENUE P NW
AVENUE O NW
CHAIN OF LAKES TRAIL
5TH ST NW
AVENUE S NW
6TH ST NW
8TH ST NW
MIRROR TER NW
HAVENDALE BLVD NW
13TH ST NW
AVENUE S NW
14TH ST NW
MIRROR LN NW
15TH ST NW
15TH CT NW
16TH ST NW
Legend
Subject Property
Commercial- Neighborhood (C-2)
Commercial- Highway (C-3)
Industrial- Light (I-1)
Public Institutional (PI)
Recreation (PR)
Planned Unit Development (PUD)
Single Family Residential- Large Lot (R-1)
Single Family Residential- Small Lot (R-2)
Multi-Family Residential- Low Density (R-3)
Multifamily Residential- High Density (R-5)
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-24-22
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
AVENUE T NW
3RD ST NW
4TH ST NW
UNITY WAY NW
5TH ST NW
AVENUE Q NW
AVENUE P NW
AVENUE O NW
CHAIN OF LAKES TRAIL
6TH ST NW
AVENUE S NW
8TH ST NW
MIRROR TER NW
Spring Lake
13TH ST NW
HAVENDALE BLVD NW
AVENUE S NW
14TH ST NW
MIRROR LN NW
15TH ST NW
15TH CT NW
16TH ST NW
Lake Mirror
Legend
Subject Property
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.

ORDINANCE NO. O-24-22

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY AMENDING A PORTION OF PLANNED UNIT DEVELOPMENT ORDINANCE O-89-04; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: 800 Havendale Boulevard. The area covered by this request is 13.58± acres.)

WHEREAS, there has been a request to amend an existing Planned Unit Development (PUD), 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 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 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend a portion of Planned Unit Development Ordinance O-89-04 on land as further depicted in Exhibit "A" attached hereto and made a part of this Ordinance.

2. The amendment to a portion of Planned Unit Development Ordinance O-89-04 shall be subject to the following replacement conditions:

A. Permitted Uses.

1. Uses within the commercial portion of the development, as designated in the attached conceptual plan, shall be limited to uses permitted in the Commercial- Highway (C-3) zoning district, or its successor zoning district, except the following uses shall be prohibited: sales, repairs, and/or servicing of automobiles, boats, watercraft, and/or recreational vehicles; nursery; cemetery; and stand-alone parking lot. In addition to uses requiring Special Use Approval in the C-3 zoning district, or its successor zoning district, the following uses shall also require Special Use Approval from the Planning Commission: drive-through facilities.

2. Uses within the residential portion of the development, as designated in the attached conceptual plan, shall be limited to 100 multi-family residential units.

3. Overnight parking of truck tractors, semitrailers, or other heavy commercial equipment not related to permitted on-site construction activities shall be prohibited.

B. Development Standards.

1. Uses within the commercial portion of the development, as designated in the attached conceptual plan, shall follow the development standards and intensities for the Commercial- Highway (C-3) zoning district, or its successor zoning district.

2. Uses within the residential portion of the development, as designated in the attached conceptual plan, shall follow the development standards of the Multi-Family Residential-Low Density (R-3) zoning district, or its successor zoning district.

C. All development shall be in general accordance with the conceptual plan as further described in Exhibit "B" and attached hereto and made a part of this Ordinance; however; deviation from the conceptual site plan, including changes which may impact specific building configuration to address safety, design, technical, wetland, or permitting issues identified during formal site plan review may be permitted. The shown layout of buildings and infrastructure is for illustrative purposes.

D. All other code requirements not specifically addressed shall apply.

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

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

5. All ordinances in conflict herewith are hereby repealed.

6. 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.

7. This Ordinance shall be effective immediately upon passage at second reading; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 24th day of June, 2024.

PASSED on second reading this 8th day of July, 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”

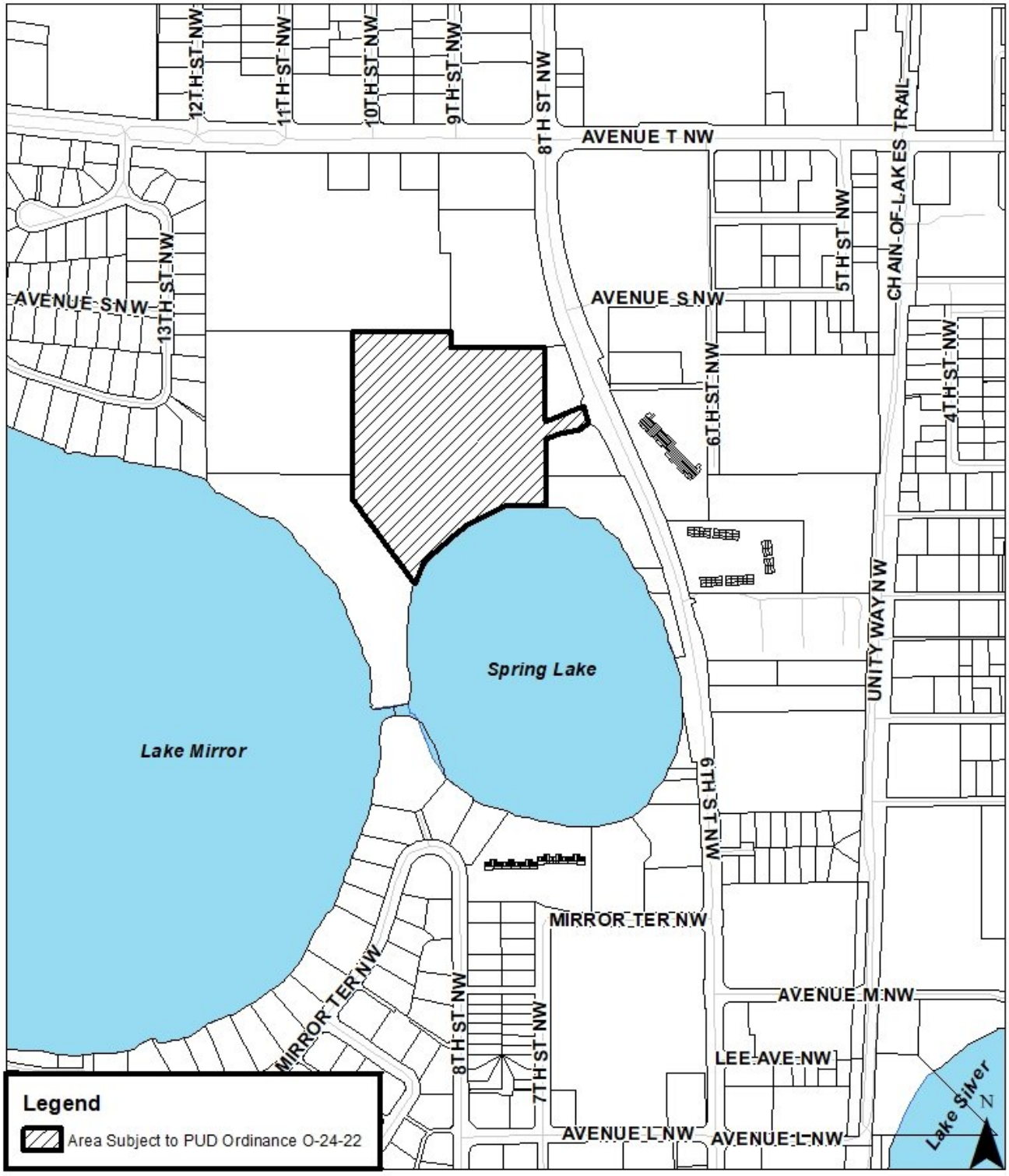
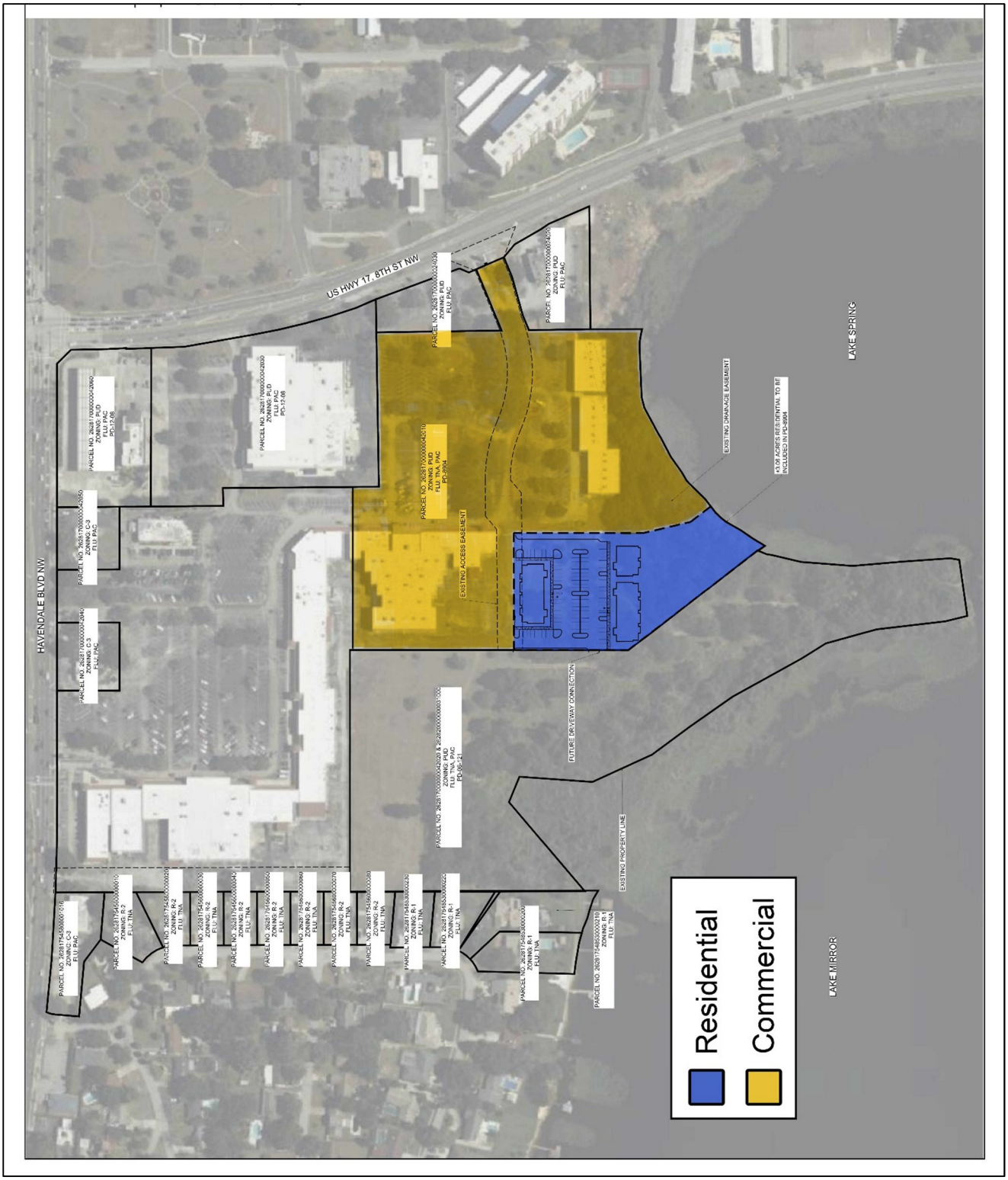

12TH ST NW
11TH ST NW
10TH ST NW
9TH ST NW
8TH ST NW
AVENUE T NW
CHAIN-OF-LAKES TRAIL
5TH ST NW
AVENUE S NW
13TH ST NW
AVENUE S NW
6TH ST NW
4TH ST NW
Spring Lake
Lake Mirror
UNITY WAY NW
6TH ST NW
MIRROR TER NW
MIRROR TER NW
8TH ST NW
7TH ST NW
AVENUE M NW
LEE AVE NW
AVENUE L NW
AVENUE L NW
Lake Silver
N
Legend
Area Subject to PUD Ordinance O-24-22

Exhibit “B”


US HWY 17, 8TH ST NW
HAVENDALE BLVD NW
LAKE SPRING
LAKE MIRROR
EXISTING DRAINAGE EASEMENT
4.139' ASCES RESIDENTIAL TO BE INCLUDED IN PD-6984
EXISTING ACCESS EASEMENT
FUTURE DRIVEWAY CONNECTION
EXISTING PROPERTY LINE
Residential
Commercial

DATE: June 10, 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: Designation of voting delegate for Florida League of Cities (FLC) 2024 Annual Conference

---

BACKGROUND

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference provides valuable educational opportunities to help municipal officials serve their citizenry more effectively.

As part of this conference each member municipality sending delegates are asked to designate one of their officials to vote at the Annual Business Session, which will be held on Saturday, August 17.

Election of League leadership and adoption of resolutions are undertaken during the business meeting.

RECOMMENDATION

Staff request the City Commission authorize one member to vote during the Annual Business Session at the 2024 Florida League of Cities Conference.

ATTACHMENT

- 2024 Florida League of Cities Annual Conference Voting Delegate Information

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at *flcities.com*.

If you have any questions about voting delegates, please email *erussell@flcities.com*.
Voting delegate forms must be received by the League no later than July 31, 2024.

Attachments: Form Designating Voting Delegate

2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: *erussell@flcities.com*

DATE: June 11, 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: Local Government Verification of Contribution Loan Form for Affordable Housing

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BACKGROUND

The Winter Haven Housing Authority owns 10.03 acres on Avenue Y NE, north of 6th Street NE. The property is currently developed with 9 buildings containing 60 units of public housing constructed in 1982.

The Winter Haven Housing Authority intends to make application to Florida Housing Finance Corporation (FHFC) for 9% Housing Credit Financing (RFA 2024-201) and is requesting a local government contribution from the City of Winter Haven. The minimum Local Government Area of Opportunity (LGAO) for Polk County is $460,000. The requested local government contribution for the project (aka Hillcrest Reserve) is $1,000,000. As this is a redevelopment project including relocation of existing tenants, pre-demolition environmental testing, and demolition of existing structures, funding above the minimum is requested. In 2021, the City previously committed $1,000,000 for the Hillcrest Reserve project. However, the project was not selected for funding by FHFC.

The Winter Haven Housing Authority anticipates demolishing the existing 60 units of public housing and constructing 120 units of affordable housing for families. A summary of the anticipated project is below:

City of Winter Haven:	$1,000,000
Demographic:	Families/workforce
Number of Units:	120 units based on final published FHFC RFA 2024-201
Development type:	3 story walk-up
Construction type:	Stick built
Expected rent range:	Based upon 30%, 60%, 70%, and 80% AMI
	1 bedroom - $430 to $1,147
	2 bedroom - $516 to $1,376
	3 bedroom - $596 to $1,590
Total Development Cost:	Approximately $29,701,291

FINANCIAL IMPACT

There is no immediate financial impact with this request. However, if approved the City will budget $1,000,000 from available funds within the Affordable Housing Trust Fund for distribution in a future Fiscal Year, likely FY26.

RECOMMENDATION

Staff recommends the City Commission approve the Local Government Area of Opportunity contribution in the amount of $1,000,000 and authorize the City Manager to execute the Florida Housing Finance Corporation Local Government Verification of Contribution Loan Form.

ATTACHMENT

- Local Government Verification of Contribution - Loan Form

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: Hillcrest Reserve

Development Location: On Avenue Y NE, northeast of the intersection of Avenue Y NE and Lth Street NE Winter Haven, FL

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Winter Haven, FL, commits $1,000,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $_____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

	T. Michael Stavres
Signature	Print or Type Name
City Manager	
Print or Type Title	Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

(Form Rev. 07-2022)

DATE: June 20, 2024

TO: Honorable Mayor and City Commissioners

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

SUBJECT: Historic Ritz Theatre, Inc., formerly known as The Ritz Theatre 100, Inc. / Agreement for Sale and Purchase of Real Property

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BACKGROUND

In February, 2024, members of the Historic Ritz Theatre, Inc., formerly known as The Ritz Theatre 100, Inc., contacted the City to see if the City would be interested in purchasing the property known as The Ritz Theatre.

The 2023 Just Market Value as determined by the Polk County Property Appraiser is $494,261.00.

The Agreement for Sale and Purchase of Real Property highlights are as follows:

- The sale price is $497,000.00 or the current amount due on that Note and Mortgage dated March 28, 2019, from the Historic Ritz Theatre, Inc. to Citizens Bank & Trust recorded on April 8, 2019 in Official Records Book 10802, Pages 1627 through 1635, public records of Polk County, Florida, whichever is less.
- The City has thirty (30) days from the date of approval by the City Commission to perform any due diligence it determines necessary. To date, the City has already obtained a survey, performed a Phase I Environmental Assessment and obtained a Title Commitment. All such due diligence matters have been acceptable.
- Closing date is August 5, 2024.
- Historic Ritz Theatre, Inc. will pay its attorneys' and consultants' fees; recording fees for documents needed to cure Title Objections; any indebtedness secured by a mortgage; the cost of recording the satisfaction of any existing mortgage; the amount provided by the Polk County Property Appraiser and/or Polk County Tax Collector as to the estimated amount of ad valorem taxes and/or non-ad valorem special assessments due for 2024 prorated through the date of closing; any commission due any Broker or other real estate agent, if applicable; and one-half (1/2) of all normal settlement fees, document preparation fees and escrow fees. In accordance with the provisions of Section 201.02(6) of the Florida Statutes, this transaction is exempt from the payment of documentary stamp taxes.

- The City will pay its attorneys' and consultants' fees; the cost of recording the deed; all costs related to Survey and Inspections and all other activities performed during the Due Diligence Period; and the costs for the Title Commitment and the premium for the Owner's Policy of Title Insurance; and one-half (1/2) of all normal settlement fees, document preparation fees and escrow fees.

FINANCIAL IMPACT

The amount of the purchase price and closing costs will be paid from legally available funds from the City's General Fund. Given the one-time nature of this expense, it is recommended that it be paid using available funds within the current Fund Balance of the General Fund. The operational expenses associated with the City's ownership of The Ritz will be programmed in the FY24/25 Budget (Cost Center 729).

RECOMMENDATION

Staff recommends that the City Commission approve the Agreement for Sale and Purchase of Real Property for the purchase of the property located at 263 West Central Avenue, Winter Haven, Florida 33880 for the value of $497,000.00 and the other matters set forth in the Agreement for Sale and Purchase of Real Property and authorize the City Manager or his designee to execute all closing documents and to take all other necessary actions related to the City's performance under the Agreement for Sale and Purchase of Real Property.

ATTACHMENT

- Agreement for Sale and Purchase of Real Property – Ritz Theatre

AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "**Agreement**") is made and entered into by and between **HISTORIC RITZ THEATRE, INC., formerly known at The Ritz Theatre 100, Inc., a Florida not for profit corporation,** whose mailing address is Post Office Box 84, Winter Haven, Polk County, Florida 33882 ("**SELLER**") and **CITY OF WINTER HAVEN**, a Florida municipal corporation, whose mailing address is 451 Third Street, N.W., Winter Haven, Polk County, Florida 33881 ("**BUYER**"). SELLER and BUYER may sometimes hereinafter be referred to individually as "**Party**" and collectively as "**Parties**". This Agreement shall be effective as of the date on which the City Commission of the City of Winter Haven approves the Agreement ("**Effective Date**").

WHEREAS, SELLER is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions herein, SELLER desires to sell and BUYER desires to purchase the Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1
CONVEYANCE OF THE PROPERTY

Section 1.1 **Subject of Conveyance**. SELLER agrees to sell and convey to BUYER and BUYER agrees to purchase from SELLER, upon the terms and conditions hereinafter set forth, all right, title, and interest of SELLER in and to all those certain lots, pieces, or parcels of land located at 263 West Central Avenue, Winter Haven, Polk County, Florida 33880, identified as Parcel Number 262829-621000-023101, in the PolkCounty, Florida Property Appraiser Real Estate Property Records, and more particularly described as follows:

WINTER HAVEN DB M PG 160 TIER 2 BLK 3 LOT 10 E 47.5 FT & LOT 11 W 15.5 FT,

together with and all rights, privileges, easements, appurtenances and hereditaments relating to the Property (collectively, the "**Land**"), together with all structures, fixtures and improvements located on the Land (collectively, the "**Improvements**"). Collectively, the Land and the Improvements are known herein as the "**Property**".

ARTICLE 2
PURCHASE PRICE

Section 2.1 **Amount of Purchase Price**. The purchase price for the Property shall be FOUR HUNDRED NINETY-SEVEN THOUSAND DOLLARS ($497,000.00) or the current amount due on that Note and Mortgage dated March 28, 2019, from SELLER to Citizens Bank & Trust and recorded on April 8, 2019 in Official Records Book 10802, Pages 1627 through 1635, public records of Polk County, Florida, whichever is less (the "**Purchase Price**") and shall be payable as follows:

(a) Within five (5) business days after the Effective Date of this Agreement,

BUYER shall deposit with Boswell & Dunlap, LLP (the "**Escrow Agent**"), an earnest money deposit in the amount of FIVE THOUSAND and 00/100 DOLLARS ($5,000.00) by certified or cashier's check or by wire transfer of immediately available federal funds (the "**Earnest Money**").

(b) The balance of the Purchase Price in the amount of FOUR HUNDRED NINETY TWO THOUSAND and 00/100 DOLLARS ($492,000.00) or said remaining amount due to Citizens Bank & Trust on the previously described Note and Mortgage, whichever is less, shall be paid to SELLER on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the statutory general warranty deed, by wire transfer of immediately available federal funds to an account designated in writing by SELLER no later than two (2) business days prior to the Closing Date.

The term "Earnest Money" as used herein refers to the deposit made by the BUYER. The Escrow Agent shall confirm with SELLER the receipt of the Earnest Money when any Earnest Money is delivered to Escrow Agent. The Earnest Money shall be held in a non-interest-bearing account and disbursed in accordance with the terms and provisions of this Agreement. Except as otherwise provided herein, the Earnest Money shall be paid over to SELLER and credited against the BUYER Purchase Price at Closing.

Section 2.2 **No Financing.** BUYER expressly agrees and acknowledges that BUYER'S obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon BUYER'S ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt financing or equity investment, or otherwise) but is subject to compliance with all applicable provisions of BUYER's Charter, Code of Ordinances, and applicable Florida law and the matters set forth in this Agreement.

ARTICLE 3
DUE DILIGENCE & INVESTIGATION OF PROPERTY

Section 3.1 **Due Diligence Materials from SELLER.** Within five (5) days after the Effective Date, SELLER shall provide to BUYER copies of all information relating to the Property in possession of SELLER, including but not limited to, the following documents: (a) title commitments and title insurance policies; (b) surveys; (c) environmental reports; and (d) such other information as may be reasonably requested by BUYER (collectively, the "**Due Diligence Materials**"). If BUYER does not consummate the Closing for any reason other than SELLER'S default, then BUYER shall return to SELLER the Due Diligence Materials provided to BUYER from SELLER pursuant to this Section 3.1 subject to compliance with applicable provisions of Florida's Public Records laws and retention schedules.

Section 3.2 **Inspection of Property.** BUYER shall have thirty (30) days after the Effective Date ("**Due Diligence Period**") within which to conduct or cause to be conducted any and all reasonable tests, studies, surveys, inspections, reviews, assessments, appraisals, or evaluations of the Property, at BUYER'S expense (collectively, the "**Inspections**"), as BUYER deems necessary or appropriate in order to review the suitability of the Property for BUYER'S intended use and that BUYER otherwise determines are necessary in order to purchase the Property.

At least twenty-four (24) hours prior to going upon the Property to conduct any Inspections

or invasive testing, BUYER shall notify SELLER of the time and date of such Inspections or tests and provide the name of the third party conducting such Inspections or tests. BUYER understands and agrees that BUYER, its agents, employees, consultants and contractors shall enter the Property and conduct Inspections at their own risk. BUYER agrees not to engage in any activity that could result in a mechanic's lien being filed against the Property. If, during the Inspections of the Property, BUYER determines, in BUYER's sole discretion, that the Property is not suitable for BUYER's intended use, BUYER may terminate this Agreement by giving written notice to SELLER prior to the expiration of the Due Diligence Period, in which event this Agreement shall terminate and the Parties shall have no further liability hereunder, except with respect to those obligations hereunder which expressly survive the termination of this Agreement and except that BUYER shall repair any and all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conducting the Inspections and in that event, if BUYER so requests in writing, Escrow Agent shall disburse the Earnest Monies deposit to BUYER immediately. If BUYER does not timely notify SELLER of its election to terminate this Agreement, BUYER shall be deemed to have accepted the physical condition and suitability of the Property, but subject nonetheless to conditions and contingencies contained hereinafter. BUYER may, at its sole and absolute discretion, waive the Due Diligence Period in writing or terminate the Due Diligence Period early, and therefore, accelerate the Closing Date.

BUYER does and shall indemnify and hold harmless SELLER, against all losses, claims, damages, liability, attorney's and accountants' fees and costs of litigation and all other expenses to the extent related to, growing out of, or arising from the investigation of or entry upon the Property, or other acts undertaken by BUYER, its agents, contractors, employees or assigns, under this Agreement. This indemnification is given without waiving the BUYER's sovereign immunity under Florida law and/or without waiving the limits of the BUYER's liability under Section 768.28 of the Florida Statutes regardless of whether based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. The provisions set forth in this subparagraph of Section 3.2 shall survive the termination of this Agreement.

In addition to the inspection rights set forth above, commencing on the Effective Date and terminating on the expiration date of the Due Diligence Period, BUYER may obtain at BUYER's sole cost and discretion, additional environmental studies (including, but not limited to, Phase I and II studies), audits and tests of the Property to determine the existence of any Environmental Matters on the Property (any environmental studies conducted by BUYER with respect to the Property are collectively referred to as the "Environmental Studies"). BUYER shall share the results of Environmental Studies with the SELLER at such time as they become available and promptly upon BUYER's receipt of same (whether in hard copy or electronic form). In addition, if BUYER elects not to purchase the Property, BUYER shall provide SELLER copies of any studies or reports obtained or prepared by BUYER in connection with its investigation of the Property. The provisions set forth in this subparagraph of Section 3.2 shall survive the termination of this Agreement.

Section 3.3 Acceptance of Property **"AS IS, WHERE IS"**. The BUYER hereby agrees that the Due Diligence Period gives the BUYER sufficient opportunity to thoroughly investigate the Property and determine whether the Property is satisfactory. EXCEPT FOR THE SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR

REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN ANY WARRANTY OF TITLE AS SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, PROPERTY VALUE, OPERATING HISTORY, LEGAL AND/OR ENVIRONMENTAL COMPLIANCE, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. BUYER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED BY SELLER TO BUYER IS AS A CONVENIENCE ONLY AND THAT ANY RELIANCE ON OR USE OF SUCH INFORMATION BY BUYER SHALL BE AT THE SOLE RISK OF BUYER. BUYER REPRESENTS THAT BUYER IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON BUYER'S EXPERTISE AND THAT OF BUYER'S CONSULTANTS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, SUBSURFACE AND/OR ENVIRONMENTAL CONDITIONS THEREOF AS BUYER IN ITS DISCRETION DEEMS NECESSARY, AND SHALL RELY UPON SAME, AND UPON CLOSING, SHALL ASSUME THE RISK OF ALL ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL, SUBSURFACE AND ENVIRONMENTAL CONDITIONS, WHICH MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY **"AS IS, WHERE IS," WITH ALL FAULTS AND DEFECTS**, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY TO BUYER BY SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE CLOSING OF THIS CONTRACT AND SHALL NOT MERGE THEREIN.

ARTICLE 4
TITLE MATTERS AND REVIEW

Section 4.1 **Acceptable Title.** SELLER shall convey to BUYER good and marketable fee simple title to the Property by statutory general warranty deed, insurable at regular rates by a reputable title insurance company authorized to do business in the State of Florida (the "**Title Insurance Company**") selected by BUYER, free and clear of any and all liens, charges, security interests, encumbrances, easements and restrictions, and subject only to the Permitted Exceptions and such other matters as the Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 4.2 **Permitted Exceptions.** The Property shall be sold, assigned and conveyed by SELLER to BUYER, and BUYER shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Ad valorem property taxes for the year of Closing and subsequent years, subject to any apportionments and payments, if any, as provided for in this Agreement;

(b) Zoning, environmental and all other building and other regulations, laws, ordinances, notices, orders, restrictions and code requirements of any governmental authority having jurisdiction with respect to the Property, which would not restrict use of the property for BUYER's intended purposes as part of BUYER's efforts to promote, preserve and operate and

maintain a historic community asset in furtherance of the BUYER's goals and objectives of the Downtown Community Redevelopment Plan and to allow BUYER to provide ancillary and related municipal uses as determined by the BUYER ("BUYER's Intended Use");

(c) Licenses and easements, if any, for public utilities serving only the Property;

(d) Such other easements, encumbrances and restrictions of record existing at the Effective Date that are not objected to by the BUYER, provided that SELLER shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens;

(e) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, window sills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property, *provided, however*, that the same do not materially impact the value of the Property or impair the continued use of the Property as it is being used on the date of this Agreement or for BUYER'S intended use;

(f) Variations between tax lot lines and lines of record title provided same do not render title unmarketable;

(g) Any lien or encumbrance arising out of the acts or omissions of BUYER;

(g) Any exceptions disclosed on Schedule B of the Title Commitment which will be extinguished upon the transfer of the Property; and

(h) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to BUYER by the Title Insurance Company.

Section 4.3 **Title Examination.** BUYER shall, at its own expense and within ten (10) days from the Effective Date, secure a commitment for title insurance from the Title Insurance Company ("**Title Commitment**") and obtain a survey of the Property prepared by a surveyor licensed in the State of Florida ("**BUYER's Survey**"), and arrange for a copy of both the Title Commitment and BUYER'S Survey to be provided to SELLER. Within ten (10) days from the date of BUYER'S receipt of both the Title Commitment and Survey, BUYER shall deliver written notice (the "**Title Objection Notice**"), of any objections to the exceptions to title set forth in the Title Commitment or BUYER's Survey, other than the Permitted Exceptions (each a "**Title Objection**," and collectively, hereinafter the "**Title Objections**"). Title will be deemed acceptable to BUYER if (i) BUYER fails to deliver the Title Objection Notice within the required time period. SELLER may, but is not required to eliminate all Title Objections by the Closing Date. If SELLER is unable to, or elects not to, eliminate any Title Objection by the Closing Date, SELLER shall provide written notice of same to BUYER and BUYER may either: (i) terminate this Agreement by written notice to SELLER delivered on or before the Closing Date, in which event this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement and if BUYER requests in writing, the Escrow Agent shall disburse the Earnest Money deposit to BUYER immediately; or (ii) waive said Title Objection in writing and complete the purchase (with no reduction

in the Purchase Price) with such title as SELLER is able to convey on the Closing Date.

Upon the BUYER's Survey being obtained, the legal description prepared by the Surveyor of the Property shall be deemed for all purposes of this Agreement the legal description for the Property and the legal description set forth in Article 1 of this Agreement shall be deemed modified accordingly.

ARTICLE 5
CLOSING DATE AND PROCEDURE

Section 5.1 **Closing Date**. The Closing of the transaction contemplated by this Agreement shall take place through an escrow closing with Boswell & Dunlap LLP on or before ten (10) days after the expiration of the Due Diligence Period, or at such other time as agreed upon in writing by the Parties or as may be necessitated to comply with the terms of this Agreement (the "**Closing Date**").

Section 5.2 **SELLER's Closing Deliverables**. At the Closing, SELLER shall deliver or cause to be delivered to BUYER (a) an executed counterpart of the closing statement; (b) a statutory warranty deed conveying fee simple marketable and insurable title to the Property; (c) a Certificate of Non Foreign Status ("FIRPTA Affidavit") certifying that SELLER is not a "foreign person"; (d) an owner's title affidavit; and (e) all other documents reasonably necessary or otherwise required by BUYER'S legal counsel, the Escrow Agent or Title Insurance Company for the Closing.

Section 5.3 **BUYER's Closing Deliverables.** At the Closing BUYER shall deliver or cause to be delivered to SELLER (a) an executed counterpart of the closing statement; (b) the Purchase Price pursuant to Article 2 above (subject to the credits, adjustments and prorations required by this Agreement) by confirmed wire transfer of immediately available U.S. funds; and (c) all other documents reasonably necessary or otherwise required by the SELLER's legal counsel, Escrow Agent, or Title Insurance Company for the Closing.

Section 5.4 **Closing Costs**.

(a) **SELLER's Closing Costs**. SELLER shall pay (i) SELLER's attorneys' and consultants' fees; (ii) documentary stamp tax on deed; (iii) recording fees for documents needed to cure Title Objections, as required pursuant to the terms of this Agreement; (iv) any indebtedness secured by a mortgage, deed of trust or lien on the Property, past due taxes, federal or state tax liens, or judgment liens attaching to the property; (v) the cost of recording the satisfaction of any existing mortgage, deed of trust or lien on the Property and, subject to the terms of this Agreement and commercially reasonable efforts, any other document necessary to make title to the Property marketable; and (vi) the amount provided by the Polk County Property Appraiser and/or Polk County Tax Collector as to the estimated amount of ad valorem taxes and/or non-ad valorem special assessments due for 2024 prorated through the date of closing if prior to November 1, 2024 or if after November 1, 2024, the full amount due and owing with no proration of taxes for 2024. Provided further, in the event the Closing (as defined herein) occurs between January 1 and November 1, SELLER shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property based on a written estimate that BUYER will obtain from the Polk County Property Appraiser and provide to SELLER and Escrow Agent. In the event the Closing (as

defined herein) occurs between November 2 and December 31, then the SELLER shall pay to the county tax collector all Taxes and Assessments due for the Property without proration for that calendar year. SELLER shall also pay any commission due any Broker or other real estate agent if applicable and one-half (1/2) of all normal settlement fees, document preparation fees and escrow fees.

(b) **BUYER's Closing Costs**. BUYER shall pay: (i) BUYER's attorneys' and consultant's fees; (ii) costs for the Title Commitment and the premium for the owner's policy of title insurance to be issued by the Title Company to BUYER with respect to the Property (including without limitation the title insurance premium and all title search and lien search expenses); (iii) all costs related to BUYER's Survey and any other survey procured by BUYER; (iv) all fees or costs related to BUYER's Inspections and any other activities performed during the Due Diligence Period; (v) all costs related to the recording of the deed with the exception of documentary stamp tax; and (vi) and one-half (1/2) of all normal settlement fees, document preparation fees and escrow fees.

ARTICLE 6
TAXES AND PRORATIONS

The Parties shall prorate real property taxes, certified, confirmed or ratified liens for governmental improvements and general and special assessments, non-governmental or quasi-governmental assessments, and utility charges/capacity reservation fees, as of 12:01 a.m. (Taxes and Assessments) on the Closing Date for the calendar year of Closing (as defined herein) based on the actual number of days in said year based on a written estimate from the Polk County Property Appraiser which BUYER will obtain and provide to SELLER and Escrow Agent, if the Closing (as defined herein) occurs before November 1, 2024. In the event the Closing (as defined herein) occurs after November 1, 2024 but prior to December 31, 2024 then no proration of Taxes and Assessments shall occur and SELLER shall be responsible to pay all of said Taxes and Assessments for 2024. Provided further, in the event the Closing (as defined herein) occurs between January 1 and November 1, SELLER shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property based on a written estimate that BUYER will obtain from the Polk County Property Appraiser and provide to SELLER and Escrow Agent. In the event the Closing (as defined herein) occurs between November 2 and December 31, then the SELLER shall pay to the county tax collector all Taxes and Assessments due for the Property without proration for that calendar year.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

Section 7.1 **SELLER's Representations and Warranties**. SELLER represents and warrants to BUYER as of the Effective Date, and as of the Closing Date, that:

(a) SELLER has the authority and power, to enter into and carry out the terms of this Agreement in accordance with its Articles of Incorporation and/or any applicable By-Laws;

(b) The execution, delivery and performance of this Agreement by SELLER and all agreements, instruments and documents herein provided to be executed by SELLER on the Closing Date do not violate any other agreement, instrument, judgment, order or decree by which SELLER is bound;

(c) SELLER has not (i) made a general assignment for the benefit of creditors, (ii) filed any petition in bankruptcy or suffered the filing of any involuntary petition by SELLER's creditors, or (iii) suffered the appointment of a receiver to take possession of all of or substantially all of SELLER's assets;

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect SELLER's power or authority to enter into or perform this Agreement;

(e) SELLER is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities;

(f) SELLER has received no written notice of any violation of any Environmental Law with respect to the Property and to SELLER'S actual knowledge without investigation, there are no Hazardous Substances generated, released, stored, buried or deposited over, beneath, in or upon the Property thereon, in violation of any Environmental Law; and

(g) The representations and warranties set forth in this Section 7.1 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time.

For purposes of this Agreement, the following words and phrases have the following meanings:

(i) "Hazardous Substances" include any pollutants, contaminants, hazardous constituents, dangerous substances, toxic substances, hazardous or solid wastes, hazardous materials, hazardous substances or oil, oil mixture or derivative thereof as defined in or regulated pursuant to any federal, state or local environmental law, rule, regulation, code or ordinance relating to health, safety or the environment whether existing on the date hereof or subsequently enacted, including, without limitation, RCRA and the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") (42 U.S.C. Section 9601, et seq.) as amended. For purpose of this Agreement, "Hazardous Substances" shall also include petroleum (including crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, asbestos and asbestos containing materials, presumed asbestos-containing materials, polychlorinated biphenyls and radioactive materials or devices.

(ii) "Environmental Law" means any and all statutes, laws, regulations, rules, orders,

decrees, ordinances, permits, licenses, registrations, approvals, requirements or authorizations of any governmental authority whatsoever, whether federal, state, local, municipal or otherwise, relating to the environment (including without limitation the air, ambient air, water, ground water, surface water and Property), natural resources, safety or health of humans or other living organisms, and includes without limitation CERCLA, RCRA, the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 2601 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as such laws have been amended or supplemented, and the regulations promulgated pursuant thereto, and all analogous statutes.

Section 7.2 **BUYER's Representations and Warranties.** BUYER represents and warrants to SELLER on and as of the date of this Agreement and on and as of the Closing Date that:

(a) BUYER is a municipal corporation, validly existing and in good standing under the laws of the State of Florida;

(b) BUYER has the authority and power upon the City Commission approval at public meetings, to enter into and carry out the terms of this Agreement;

(c) The persons who will execute and deliver this Agreement and any and all other instruments, resolutions and any other documents on behalf of BUYER to consummate this transaction shall be duly authorized to do so and BUYER agrees to obtain and deliver any documents reasonably required by the Title Insurance Company and/or Boswell & Dunlap LLP to verify and confirm such authority;

(d) The execution, delivery, and performance of this Agreement by BUYER and all agreements, instruments and documents herein provided to be executed by BUYER on the Closing Date do not violate any other agreement or instrument to which BUYER is a party nor any judgment, order or decree by which BUYER is bound;

(e) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect BUYER's power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against BUYER unpaid or unsatisfied of record, or, to the best of BUYER's knowledge, threatened against BUYER, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of BUYER or the ability of BUYER to consummate the transactions contemplated by this Agreement; and

(f) The representations and warranties set forth in this Section 7.2 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time.

Section 7.3 **IRS Form W-9.** SELLER shall provide BUYER with a completed Internal Revenue Service Form W-9 within five (5) days of the Effective Date of this Agreement. Notwithstanding anything in this Agreement to the contrary, the BUYER shall have no obligation to make any payment of any kind to the SELLER until SELLER has provided the BUYER with a completed Internal Revenue Service Form W-9.

ARTICLE 8
DEFAULT

Section 8.1 **BUYER's Default**. Except as otherwise set forth in this Agreement, if the sale of the Property under this Agreement does not occur because of BUYER's default in the observance or performance of any of BUYER's obligations under this Agreement and such obligation shall have not been waived by SELLER, and SELLER is ready, willing and able to close in accordance with the terms, provisions and conditions of this Agreement, then the Earnest Money shall be paid to SELLER as liquidated damages, consideration for the execution of this Agreement, and in full settlement of any claims, in which event this Agreement will terminate, whereupon neither Party hereto shall have any further rights, claims or liabilities under this Agreement except for the provisions which are made to survive the termination or cancellation of this Agreement. SELLER hereby waives any other rights or remedies it may have at law or equity in connection with a default by BUYER.

Section 8.2 **SELLER's Default**. If the sale of the Property under this Agreement does not occur because of SELLER's default in the observance or performance of any of SELLER's obligations under this Agreement and such obligation shall have not been waived by BUYER, and BUYER is ready, willing, and able to close in accordance with the terms, provisions and conditions of this Agreement, then the BUYER shall have the right to either: (i) terminate this Agreement in which event upon written notice by BUYER, the Escrow Agent shall disburse the Earnest Money deposit to BUYER immediately, whereupon neither Party hereto shall have any further rights, claims or liabilities under this Agreement except for the provisions which are made to survive the termination or cancellation of this Agreement; or (ii) seek specific performance to enforce BUYER'S rights under this Agreement which action must be commenced within one hundred and eighty (180) days of the date of SELLER'S failure or default. BUYER hereby waives any other rights or remedies it may have at law or equity in connection with a default by SELLER.

Section 8.3 **Limitation of Liability.**

IN NO EVENT SHALL THE BUYER BE LIABLE TO THE SELLER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE BUYER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

IN NO EVENT, SHALL THE SELLER BE LIABLE TO THE BUYER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE SELLER WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

ARTICLE 9
ESCROW AGENT

SELLER and BUYER authorize the Escrow Agent to receive, deposit, hold and disburse the Earnest Money in accordance with the terms of this Agreement. The Escrow Agent shall not be liable for any action taken or omitted by the Escrow Agent in good faith and believed by the Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by the Escrow Agent's own gross negligence or willful default. The Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Earnest Money by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Earnest Money in accordance with this Agreement, the Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with the Escrow Agent's gross negligence or willful default.

In the event that a dispute shall arise as to the rights of the Parties in and to, or the disposition of, the Earnest Money, the Escrow Agent shall have the right to: (i) hold and retain all or any part of the Earnest Money until such dispute is settled by the Parties or finally determined by litigation, voluntary mediation or otherwise; (ii) deposit the Earnest Money in an appropriate court of law, following which the Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of Florida; or (iv) interplead any of the Parties in any action or proceeding which may be brought to determine the rights of the Parties to all or any part of the Earnest Money All costs and expenses incurred by the Escrow Agent in exercising any of the aforementioned rights, including without limitation, reasonable attorneys' fees shall be paid 50% by SELLER and 50% by BUYER, except however, if any litigation arises under this Agreement with respect to the Earnest Money, all costs and expenses of the litigation shall be borne by whichever of SELLER or BUYER is the losing party. The Escrow Agent may charge a fee for its services as escrow agent. The Escrow Agent has acknowledged and agreed to these provisions by signing in the place indicated on the signature page of this Agreement.

ARTICLE 10
DESTRUCTION OR DAMAGE PRIOR TO THE CLOSING DATE

SELLER agrees to continue to maintain all insurance currently in force covering the Property until the Closing. If, at any time on or prior to the Closing, the Property or any portion thereof is destroyed or damaged or substantially destroyed or damaged, BUYER shall have the right to terminate this Agreement by written notice to SELLER (except if such destruction or damage is caused by BUYER's negligence or willful misconduct) within seven (7) days of determining the cost to restore and repair the damage and the amount of insurance proceeds, if any, available for the same. If BUYER terminates this Agreement under this Article 10, BUYER shall be relieved of all further obligations under it and upon written notice by BUYER, Escrow Agent shall disburse the Earnest Money to BUYER immediately. If BUYER does not terminate this Agreement, BUYER shall be deemed to have accepted the Property with the damage and shall receive at the Closing any insurance proceeds which have been paid to SELLER but not yet spent to repair the damage and any assignment of all unpaid insurance proceeds on the claim. BUYER shall release SELLER from any further obligations or liabilities regarding same. Subject to the foregoing, the risk of loss or damage of the Property shall remain with SELLER (except for any loss or damage caused by the negligence or willful misconduct of BUYER) until the Closing, and thereafter BUYER shall bear such risk of loss or damage.

ARTICLE 11
EMINENT DOMAIN

If, at any time on or prior to the Closing, any proceedings shall be threatened, commenced or consummated by an agency or entity (other than the BUYER) with power of condemnation for the taking (including a temporary taking) of a material part or all of the Property for public or quasi-public use pursuant to the power of eminent domain or the Property shall then have been damaged by reason of public or quasi-public improvements or otherwise, then SELLER shall promptly notify BUYER in writing of such taking and BUYER shall have the right to terminate this Agreement by giving written notice to SELLER within five (5) days of receipt of SELLER's notice of the taking and upon written notice by BUYER to Escrow Agent, the Escrow Agent shall disburse the Earnest Money to BUYER immediately and this Agreement shall terminate and neither Party shall have any further obligation under this Agreement, except for the provisions which are made to survive the termination or cancellation of this Agreement. If BUYER does not terminate this Agreement under this Article 11, then SELLER shall and does hereby assign, as of Closing, all the right, title and interest in and to any and all awards and other compensation for any such taking to BUYER and SELLER further agrees to execute and deliver such documents as may be required to effect such assignment. In such event, at Closing, SELLER shall then convey the Property to BUYER in accordance with this Agreement with such part of the Property as there shall be remaining on or after the Closing, after any such taking and there shall be no reduction in the Purchase Price.

In the event of a taking of less than a material part, BUYER shall not have the right to terminate this Agreement and SELLER shall, at Closing, assign all the right, title and interest in and to any and all awards and other compensation for any such to BUYER, and authorizes SELLER's name or otherwise to apply for the same. As used herein, a "material part" shall mean (i) fifteen percent (15%) or more of the Property; (ii) any part of the building structures of the Property; (iii) any part relating to ingress or egress of the Property which substantially and materially adversely affects ingress and egress to and from the Property.

ARTICLE 12
FIRPTA TAX WITHHOLDING

The Foreign Investment in Real Property Tax Act ("**FIRPTA**") requires BUYER to withhold at Closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("**IRS**") if SELLER is a "foreign person" as defined by the Internal Revenue Code. The Parties agree to comply with the provisions of FIRPTA and to provide, at or prior to Closing, appropriate documentation to establish any applicable exemption from the withholding requirement.

ARTICLE 13
ATTORNEY FEES

In any controversy between the Parties or in any claim asserted by one Party against the other arising out of or relating to the enforcement or construction of this Agreement, each Party shall be responsible for their own attorney's fees and paralegal fees, costs and expenses, both trial and appellate and in any bankruptcy proceedings.

ARTICLE 14
BROKER

Each of the Parties represents and warrants that there are no brokerage commissions or finders' fees of any kind due in connection with this Agreement.

ARTICLE 15
NOTICES

As time is of the essence, all notices or other communications of any type (herein singularly referred to as "**Notice**" and collectively as "**Notices**") given by either Party upon the other, whether required by this Agreement or in any way related to the transaction contracted for herein, shall be delivered (i) in person; (ii) by a nationally recognized courier service guaranteeing overnight delivery; or (iii) by United States Certified Mail, return receipt requested, postage prepaid. Notices shall be deemed to have been given to the Party to which addressed (iv) on the date of delivery (or refusal of delivery), if personally delivered; (v) one (1) business day after it is deposited with a nationally recognized courier service guaranteeing overnight delivery; or (vi) three (3) days after deposited in the United States Mail for certified delivery, return receipt requested, postage prepaid (in case of clauses (v) and (vi), irrespective of whether delivery is accepted), properly addressed as follows:

As to SELLER:
TOM WESTBERRY, President
263 Central Avenue, West
Winter Haven, FL 33880

With a copy to, which shall not constitute notice:

Mark G. Turner, Esquire
Straughn & Truner, P.A.
255 Magnolia Avenue, S.W.
Winter Haven, FL 33880

As to BUYER:
City of Winter Haven
451 Third Street, N.W.
Attn: T. Michael Stavres, City Manager
Winter Haven, FL 33881

with a copy to, which shall not constitute notice:

Frederick J. Murphy, Jr.
City Attorney, City of Winter Haven, Florida
Boswell & Dunlap LLP
245 South Central Avenue (33830)
P.O. Drawer 30 (mailing)
Bartow, FL 33831-0030

Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal

holiday under the laws of the State of Florida that is also recognized and observed by BUYER, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday observed by BUYER. The final day of any such period shall be deemed to end at 5:00 o'clock p.m. (Eastern Standard Time or Eastern Daylight Time, as applicable).

ARTICLE 16
OTHER PROVISIONS

Section 16.1 **Assignability; Persons Bound.** Neither SELLER nor BUYER shall have the right to assign this Agreement or its interest in this Agreement, in whole or in part, unless prior written approval is given by either Party. This Agreement is binding upon BUYER, SELLER and their heirs, personal representatives, successors and permitted assigns (if assignment is permitted).

Section 16.2 **Entire Agreement**. The terms of this Agreement constitute the entire agreement and understanding between the Parties with respect to the transaction contemplated herein. All prior contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both Parties, and then only to the extent set forth in such instrument and only with respect to BUYER approval by BUYER's governing body.

Section 16.3 **Applicable Law; Venue**. This Agreement shall be construed under and in accordance with the laws of the State of Florida without regard to any conflict of laws provisions. The parties agree that venue for any litigation arising under this Agreement shall lie and that any litigation arising under this Agreement shall only be brought or commenced in the Florida state court system in and for Polk County, Florida, which, as of the effective date of this Agreement, consists of the County Court in and for Polk County, Florida and the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida.

Section 16.4 **Severability**. If any provision of this Agreement is or becomes invalid or unenforceable in any respect, all remaining provisions will continue to be fully effective.

Section 16.5 **Recording**. Neither this Agreement nor any notice thereof shall be recorded by either Party or any agent of same, in any public records. BUYER agrees that it will not attempt to record this Agreement or any notice thereof and that any attempt to do so shall constitute a default on the part of BUYER hereunder.

Section 16.6 **Time is of the Essence.** Time is of the essence of each and every term of this Agreement.

Section 16.7 **Authority of Parties**. SELLER and BUYER represent to each other that each has full power and authority to enter into and perform this Agreement and to execute all related instruments and documentation contemplated hereby.

Section 16.8 **Survival of Obligations**. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement for the time periods specified herein.

Section 16.9 **Waiver of Jury Trial.** SELLER AND BUYER HEREBY WAIVE TRIAL BY JURY

IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 16.10 Legal Counsel; Construction. It is agreed and acknowledged by the Parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the Parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement and any exhibits or amendments hereto.

Section 16.11 Counterparts; Electronic/.pdf Signatures. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Electronic or facsimile copies of this Agreement, including electronic, .pdf or facsimile signatures, will be accepted by the Parties as originals.

Section 16.12 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 16.13 Energy Efficiency Rating. Pursuant to Section 553.997(1) of the Florida Statutes (2023), each public building proposed for acquisition by a Florida governmental entity shall be rated pursuant to the energy-efficiency rating system provided in Section 553.995 of the Florida Statutes prior to contracting for acquisition. The parties acknowledge that the BUYER has had the opportunity to evaluate the Property and obtain such rating prior to the execution of this Agreement.

Section 16.14 Approval and Authorization Required. Notwithstanding anything herein or the execution of this Agreement by any official, charter officer, or agent of the BUYER, this Agreement shall not be valid, effective or binding upon or against the BUYER until it is approved by the City Commission of the City of Winter Haven, Florida voting in open public session.

Section 16.15 Captions and Headings. The descriptive paragraph headings and captions contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, alter, control, affect the meaning or construction, or give full notice of the provisions thereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]
(Signatures on next page)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the date and year written below.

SELLER:
HISTORIC RITZ THEATRE, INC., a Florida not for profit corporation

By: Tom Westberry
Tom Westberry
Its: President

Date: June 19, 2024

BUYER:
CITY OF WINTER HAVEN, FLORIDA

By: _____
T. Michael Stavres
Its: City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Frederick J. Murphy, Jr.
City Attorney

ESCROW AGENT'S ACCEPTANCE

The undersigned, Frederick J. Murphy, Jr., on behalf of Boswell & Dunlap LLP, agrees to act as Escrow Agent in accordance with the foregoing Agreement.

By:_____

Date:_____