WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, October 13, 2025, 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** - Rev. Deldrick Leonard, Bethel Missionary Baptist Church

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

5. **PRESENTATIONS**

5.A **"Red Ribbon Week" Proclamation - Wally Gallart, Unit Commander and the Young Marines**

Staff Contact: *LaTonya Harris, CMC, FCRM, City Historian & Archivist | Deputy City Clerk , lharris@mywinterhaven.com*

Proclamation

5.B **"Safe Sleep Awareness Month" Proclamation - Tyiesha Ghent, Chair of the Safe Sleep Task Force (Polk, Highlands and Hardee Counties)**

Staff Contact: *LaTonya Harris, CMC, FCRM, City Historian & Archivist | Deputy City Clerk , lharris@mywinterhaven.com*

Proclamation

5.C **"City Government Week" Proclamation - Katrina Hill, Director of Public Affairs and Communication**

Staff Contact: *Katrina Hill, Director of Public Affairs & Communication, khill@mywinterhaven.com*

Proclamation

5.D **"Greenways and Trails Month" Proclamation - Katie White, Project Lead, Parks, Recreation & Culture**

Staff Contact: *Katie White, Project Lead, kwhite@mywinterhaven.com*

Proclamation

5.E **"National Community Planning Month Proclamation" - Eric Labbe, Economic Opportunity and Community Investment Director**

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

Proclamation

5.F **"Imagine A Day Without Water" Proclamation - Kassidy King, Customer Relations Specialist, Winter Haven Water**

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

Proclamation

5.G **CityU Class 4 Graduation**

Staff Contact: *Katrina Hill, Director of Public Affairs & Communication, khill@mywinterhaven.com*

6. DEVELOPMENTS OF NOTE

7. MINUTES

7.A **September 10, 2025, Regular City Commission Meeting Minutes**

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

2025-09-10 DRAFT Regular City Commission Meeting Minutes with Link

7.B **September 17, 2025, City Commission Agenda Review Session Minutes**

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

2025-09-17 DRAFT Agenda Review Session Minutes with Link

8. COMMENTS FROM THE AUDIENCE

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

10. CONSENT AGENDA

10.A **Amendment No. 3 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering**

Staff Contact: *Troy Heidel, Airport Director , theidel@mywinterhaven.com*

Summary - Amendment No. 3 to the Agreement between the City of Winter Haven and Flightline WH LLC
Flight Line CafÃ© & Catering Amendment No. 3

10.B **Amendment No. 4 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering**

Staff Contact: *Troy Heidel, Airport Director , theidel@mywinterhaven.com*

Summary - Amendment No. 4 to the Agreement between the City of Winter Haven and Flightline WH LLC
Amendment No. 4 Assignment and Assumption of Lease
Precise Property Adjusters Certificate of Status

10.C **Florida Department of Transportation (FDOT) Road Closure Permit Application**

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

Havendale Parade Route
Summary - FDOT Road Closure Permit Applications
Havendale Parade MOT and Detour Map
Jewett Alumni Parade Route

Jewett Alumni Parade MOT and Detour Map

10.D **Affordable Housing Advisory Committee (AHAC) Appointments**

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

Summary - AHAC Appointments
Application from Tabitha Keith
Application from Bridget Engleman

10.E **Purchase of Neptune Mach 10 Potable Water Meters**

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

Summary - Purchase of Neptune, Mach 10, Potable Water Meters
Ferguson Waterworks, Bid # B585221

10.F **Wastewater Treatment Plant #3, Emergency Sludge Dewatering agreement with Synagro South, LLC**

Staff Contact: *Gary Hubbard, Water Department Director, ghubbard@mywinterhaven.com*

Summary - WWTP 3 Emergency Sludge Dewatering Synagro
Synagro, Emergency Purchase Justification - WWTP#3
Synagro Proposal Mobile Centrifuge Rental

10.G **Purchase of Thirty-Three (33) Police Vehicles via Cocoa Ford, Inc.**

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

Summary - Purchase of Thirty-Three (33) Police Vehicles via Cocoa Ford Inc.
Cocoa Ford - Ford F-150 Responder Quote
Cocoa Ford - Ford Escape Quote
Cocoa Ford - Ford PIU Explorer Quote
Reference: General Piggyback Purchasing Agreement - Cocoa Ford Inc.

10.H **Mutual Aid Agreement (MAA) with City of Tampa Police Department**

Staff Contact: *Greg Goreck, Deputy Chief of Police, ggoreck@mywinterhaven.com*

Summary - Mutual Aid Agreement MAA with City of Tampa Police Department
Mutual Aide Agreement (MAA) with City of Tampa

10.I **Fire Station No. 5 Guaranteed Maximum Price with Design-Build Contract with Whitehead Construction, Inc. (RFQ-22-40)**

Staff Contact: *Drew Neubrand, Fire Chief, dneubrand@mywinterhaven.com*

Summary - Fire Station No. 5 GMP
GMP Amendment - WH Fire Station 5 with Exhibit A Whitehead Price Proposal
Design Price Acceptance Fire Station 5

10.J **Winter Haven Professional Firefighters, International Association of Firefighters (IAFF) Local 4967 Memorandum of Agreement**

Staff Contact: *Shawn Dykes, Human Resources Director, sdykes@mywinterhaven.com*

Summary - Memorandum of Agreement - WHPFF - Wages 10.01.2025
Memorandum of Agreement - WHPFF - Wages 10.01.2025

11. RESOLUTION(S)

11.A **R-25-50 Debt Management Policy**

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

Summary R-25-50 Debt Management Policy
R-25-50
Exhibit A to Resolution R-25-50
City of Winter Haven Debt Management Policy

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

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, The City of Winter Haven, Florida is committed to a healthy lifestyle of its citizens and desires to ensure their quality of life; and

WHEREAS, communities across Polk County have been plagued by the numerous problems associated with illicit drug use and trafficking; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Mid-Florida Eagles of the Young Marines and the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration (DEA) agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, October 23 through October 31 has been designated *National Red Ribbon Week*, which encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 23 through October 31, 2025, as

"Red Ribbon Week"

in the City of Winter Haven.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of October, 2025.



Nathaniel J. Birdsong Jr.
Nathaniel J. Birdsong Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, Sudden Unexpected Infant Death (SUID) is heartbreaking, and can happen in any family regardless of income, education, or community; and

WHEREAS, SUID is one of the leading causes of death in infants (0-364 days) and is often associated with preventable unsafe infant sleep practices and environments; and

WHEREAS, research shows that a child's brain grows rapidly during safe sleep; and

WHEREAS, babies should always be put to sleep on their backs, alone in their own crib or bassinet; with no bumpers, pillows, quilts, comforters, or other soft surfaces in the crib; and

WHEREAS, parents should not share beds with their babies and anyone under the influence of drugs, alcohol, or smoking should not be resting with the baby; and

WHEREAS, local and national agencies such as the Polk Safe Sleep Task Force, Children's Home Society (CHS), Florida Department of Health in Polk County (DOH), Healthy Start Coalition, Safe Kids Suncoast Coalition, and their partnering agencies educate Polk County residents on safe sleep practices; and

WHEREAS, the City of Winter Haven recognizes that infant unsafe sleeping is a public health issue in Winter Haven and across the county, and together we can help by ensuring any person caring for a baby is using safe sleep practices.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 2025, as

"Safe Sleep Awareness Month"

in the City of Winter Haven and extend our continued support for the efforts of local agencies to promote safe sleep practices.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of October, 2025.

Nathaniel J. Birdsong Jr.

Nathaniel J. Birdsong Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, *Florida City Government Week* offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 20 through October 26, 2025, as

"Florida City Government Week"

in the City of Winter Haven and encourage all citizens, government officials, and employees to participate in events that recognize and celebrate *Florida City Government Week*. The City of Winter Haven encourages educational partnerships between city government and schools, as well as, civic groups and other organizations. The City also supports and encourages all Florida city governments to actively promote and sponsor *Florida City Government Week*.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of October, 2025.

Nathaniel J. Birdsong, Jr.
Nathaniel J. Birdsong, Jr., Mayor

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, greenways and trails provide Florida and Winter Haven residents and visitors of all ages and abilities with year-round access to a wide variety of free health and fitness opportunities and encourage use of alternative, energy-saving forms of transportation; and

WHEREAS, Winter Haven provides over 14 miles of trails and connections in and around our City; and

WHEREAS, community-based partnerships are essential to the success of Winter Haven's and Florida's Trail System and many public and private organizations are actively involved with projects that are connecting Florida's communities with greenways and trails; and

WHEREAS, Winter Haven supports additional local and regional expansions of our multimodal transportation system which bring benefits in the form of economic, health, alternative transportation and connection to our communities; and

WHEREAS, celebrating *Greenways and Trails Month* is just one example of why Winter Haven and Florida are such great places to live, work and play.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize October 2025 as

"Florida Greenways and Trails Month"

in the City of Winter Haven and encourage all citizens to learn about our transportation options and enjoy our local, County and State greenways and trails.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of October, 2025.

Nathaniel J. Birdsong Jr.

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the month of October is designated as *National Community Planning Month* throughout the United States of America and its territories; and

WHEREAS, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse *National Community Planning Month* as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of *National Community Planning Month* gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Winter Haven; and

WHEREAS, we recognize the many valuable contributions made by the professional planners of the City of Winter Haven and extend our heartfelt thanks for the continued commitment to public service by these professionals.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize October 2025 as

"Community Planning Month"

in the City of Winter Haven in conjunction with the celebration of *National Community Planning Month.*

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of October, 2025.



Nathaniel J Birdsong, Jr

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, the water infrastructure in Winter Haven delivers clean drinking water to its residents and safely returns wastewater to the environment; and

WHEREAS, water is essential for community health, local economies, public safety, and the environment; and

WHEREAS, a day without water would bring life to a halt, disrupting public health services, emergency response, local businesses, and the foundational functions of society; and

WHEREAS, the nation's water infrastructure is aging and in need of investment, and resilient water and wastewater systems build stronger communities by supporting economic growth, protecting public health, and enhancing environmental resilience; and

WHEREAS, more than two million Americans currently live without access to clean, safe, and affordable water, with communities of color, Indigenous communities, and low-income neighborhoods continuing to face disproportionate challenges in accessing safe and reliable water services; and

WHEREAS, by establishing reliable and resilient water infrastructure we can ensure that clean, safe water is available for everyone in our communities today and for generations to come.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim October 16, 2025, as

"Imagine A Day Without Water"

in the City of Winter Haven and call upon each citizen and business to reflect on how crucial water is by visualizing everyday life without it and understanding how indispensable it is.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of October, 2025.



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: Wednesday, September 10, 2025 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:VA6C2:2e3c9b15-00de-485b-815b-0fa4e65fe006
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

   Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Human Resources Director Shawn Dykes; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Winter Haven Regional Airport Director Troy Heidel; Public Works Director Brittany Hart; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

3. **INVOCATION** – Pastor David Berry, The Mission of Winter Haven

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

5. **PRESENTATION(S)** – None

6. **DEVELOPMENTS OF NOTE** – None

7. **MINUTES**

   A. August 20, 2025, 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. **MAYOR'S STATEMENT**

   Mayor Birdsong read the following statement aloud:

"State Law requires the first substantive issues to be discussed at this hearing are:

- *Name of the Taxing Authority – City of Winter Haven*
- *Rolled-back rate is 6.2254 mills*
- *The percentage increase in the millage over the rolled-back rate is 5.86%*
- *Millage rate to be levied is 6.5900*
- *The reasons Ad Valorem tax revenues are increasing:*
  The ad valorem proceeds resulting from the difference between the proposed millage rate and the rolled-back rate will be used to offset increased operating costs and fund capital projects."

9. ORDINANCE(S) – FIRST READING – PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR BUDGET 2025-2026 BUDGET

A. O-25-28 - Adopting the Millage Rate for Fiscal Year 2025-2026

City Attorney Murphy read Ordinance O-25-28 in its entirety.

City Manager Stavres presented and went through the summary/fact sheet in detail. He also gave high-level points from portions of the original budget presentation and the two budget presentations *(see link/attached)* that were offered in July and August 2025, which he discussed in greater detail.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-28 on first reading - public hearing to adopt a tentative millage rate for fiscal year 2025/2026 at 6.5900 mills.

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.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the September 22, 2025, Regular City Commission Meeting.

B. O-25-29 - Adopting the Budget for Fiscal Year 2025-2026

City Attorney Murphy read Ordinance O-25-29 in its entirety.

City Manager Stavres presented and recommended that the Commission approve the budget on first reading.

(Commissioner Mercer left the room at 6:39 p.m. and re-entered the room at 6:42 p.m.)

City Manager Stavres thanked the Financial Services team who had done a phenomenal job pulling everything together, the Human Resources staff for assessing where the City needed to make adjustments and implement new strategies related to staffing in our self-insurance program, department directors, and the Commission for their direction on how to prepare this budget. Lastly, he added that the City had transitioned to the OpenGov budgeting platform, giving residents greater online access to the budget in an easy-to-read, user-friendly format. A preliminary print version matched what is available online, and only minor formatting adjustments remained, which would be seamlessly updated on the website.

Motion by Commissioner Mercer to approve Ordinance O-25-29 on first reading - public hearing adopting the tentative budget for fiscal year 2025/2026 in the amount of $216,326,606.

Discussion ensued.

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.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the September 22, 2025, Regular City Commission Meeting.

10. COMMENTS FROM THE AUDIENCE

Betty Hoffman, residing on U.S. 17 in Winter Haven, thanked Commissioner Dantzler and expressed concerns with Spring Lake Plaza and the debris and homeless activity at the former Floridino's restaurant. She inquired about the reduction of fines for non-compliance of repeat offenders and requested accountability. Mayor Pro Tem Yates requested an update on this property at the next Agenda Review Session Meeting. City Manager Stavres said a special Code Compliance hearing was held where Floridino's was discussed. An asbestos survey had been done, which was required before a demolition, utility turnoffs and disconnects had been done for permitting and a demolition was moving forward, which he explained in more detail. A full update for the rest of the issues at Spring Lake Square would also be given at an upcoming meeting of the City Commission.

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

12. CONSENT AGENDA

A. Approval of Task Order No. 24 with Hanson Professional Services, Inc. for the Airport Master Plan Update

B. Invitation to Bid ITB-25-25 - Award of Airport Backup Generators Installation and Beacon Replacement

C. Approval of Scope Proposal and Contract for Request for Qualifications RFQ 25-15: DesignBuild Services for DiamondPlex Softball Improvements & Pickleball Complex

D. Winter Haven Tennis Center Hurricane Milton Related Shade Structure Repair

E. General Contractor (Invitation to Bid ITB 23-48) Whitehead Construction Change Order

F. Renewal of Software Subscription for ZenCity

G. Florida Department of Environmental Protection (FDEP), LPA0444 Grant, Amendment #1

H. Invitation to Bid ITB-25-34 - Award of Logistics Parkway/Pollard Road Extension - Phase I Construction

I. Request for Qualifications RFQ-25-33 - Award of Design Criteria Package & Owner's Representative Professional Services for the Winter Haven Water Administration Facility

J. Wastewater Treatment Plant #2, Reclaim Water Ground Storage Tank Recoating

K. East Winter Haven Aquifer Recharge at Bradco: Managed Aquifer Recharge Well (Invitation to Bid ITB-24-28)

L. East Winter Haven Aquifer Recharge Well at Bradco, Access Road (UP-23-38)

M. 2025 Municipal Election Administration Agreement between the Supervisor of Elections of Polk County and the City of Winter Haven

N. City Commission Recording System Modernization

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

Mayor Birdsong closed the Regular City Commission Meeting and opened a Public Hearing stating 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.

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

Commissioner Dantzler asked about item 12D and whether any of the other Commissioners had received an email from a citizen regarding the Tennis Center. Since the other Commissioners said they had not, he would bring it up next time. He also asked how the numbers were obtained for item 12E. City Manager Stavres read the summary

and explained further. Lastly, Commissioner Dantzler asked if the City had received money from the Federal Emergency Management Agency (FEMA). City Manager Stavres said the City tried to pursue every bit of FEMA money. Discussion ensued.

Motion carried 5:0.

13. RESOLUTION(S)

A. R-25-46 - Request by KRPC Willowbrook, LLC to accept a portion of the improvements, infrastructure, and dedications in favor of the City of Winter Haven and modify the Performance Bond submitted to the City to ensure completion of the additional required improvements for the Willowbrook South Subdivision System

City Attorney Murphy read Resolution R-25-46 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-46.

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.

14. ORDINANCE(S) - FIRST READING – None

15. NEW BUSINESS

A. Florida Commerce Infrastructure Repair Program Grant Application

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

Motion by Commissioner Mercer to approve the submission of the Florida Commerce Rebuild Florida 2023 and 2024 Storms Infrastructure Repair Program.

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

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

Motion carried 5:0.

B. Protecting Florida Together Alternate Water Supply Grant Application

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

Motion by Commissioner Mercer to approve the submission of the Florida Together Alternate Water Supply Grant Application.

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

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

Motion carried 5:0.

C. Interlocal Agreement for Collection of Polk County Impact Fees

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

Motion by Mayor Pro Tem Yates to approve the Interlocal Agreement for the collection of Polk County Impact Fees.

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

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

Motion carried 5:0.

16. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended the Elbert Elementary School [Ribbon Cutting Ceremony]; attended the [Greater Winter Haven Chamber of Commerce] *Legislative Warm Up Breakfast*; attended his final Polk County Tourist Development Council (TDC) Meeting at Camp Margaritaville [in Auburndale] where they gave him a plaque so it was bittersweet.

Commissioner Mercer reported the following: attended the *Legislative Warm Up Breakfast*; attended the Elbert Elementary School Ribbon Cutting Ceremony and said it was a beautiful school with many opportunities.

Commissioner Dollison reported the following: attending the *Legislative Warm Up Breakfast*; attended the Planning Commission Meeting; attended a Library Advisory Committee (LAC) Meeting; attended the Elbert Elementary School Ribbon Cutting Ceremony; and the *Sertoma Football Jamboree*. He also expressed that he was impressed with City Manager Stavres and Chief Financial Officer Scott regarding the budget and complimented its transparency and simplicity for citizens to understand. Lastly, he reflected on the assassination of Charlie Kirk and said it was unsettling and sad. He emphasized the preciousness of life, expressed sympathy for Kirk's family, acknowledged his efforts to make a difference and encouraged everyone to pray for his family and remember him for his contributions.

Mayor Pro Tem Yates reported the following: attended the Winter Haven Youth Football League Kickoff and expressed appreciation to the Parks, Recreation and Culture team for working with them and putting things together; attended the Elbert Elementary School Ribbon Cutting Ceremony and said he was a graduate; visited the Lake Elbert Trail which was now safe and thanked staff for their hard work; attended the Polk Vision Annual Meeting; and attended the *Legislative Warm Up Breakfast* where legislators gave a preview of what was going to be seen in October. Lastly, he asked for an update on the Willowbrook Golf Course and the cart path. Parks Planning and Strategic Initiatives Manager Andy Palmer responded that the project was progressing well, with cost savings and contingencies being finalized. Some drainage work had already been completed and remaining projects, including cart paths, were being prioritized. A full update would be available in 2-3 weeks, with the project targeted to open in mid-November, 2025.

Mayor Birdsong reported the following: said that the budget presentation was the most informative and had the least stressful process he had experienced through the past 23 years [he had been on the Commission] and complimented staff for an outstanding job; said that the Lake Elbert Trail was looking good and he was happy about it and that the westbound lane was open; gave kudos to the Chamber for letting representatives speak before asking questions at the *Legislative Warm Up Breakfast*; attended the Polk County Transportation Planning Organization (TPO) Meeting and things were going well; attended the Polk Vision Annual Meeting, which he thoroughly enjoyed.

17. CITY ATTORNEY REPORT – None

18. CITY MANAGER REPORT

City Manager Stavres reported the following: recognized Cohort 4 of CityU for attending the meeting and learning about Commission processes. He thanked staff, especially the Financial Services team, for their hard work on a responsible, citizen-focused budget. He also announced his upcoming travel to Tallahassee to testify before the House Select Committee on Property Taxes on behalf of the Florida League of Cities (FLC), with formal approval to be requested at the next meeting. Finally, he reminded everyone about Winter Haven's annual *Honoring Our Heroes* event on September 11, 2025 at 5:30 p.m. at South Central Park. The Honor Walk would be followed by a short program with participation from first responders across Polk County.

19. DEPUTY CITY MANAGER REPORT – None

20. CITY CLERK REPORT

City Clerk Castillo reported that the Regular Election for City Commission Seat Nos. 4 & 5 would be held on Tuesday, November 4, 2025 and that Candidate Qualifying would be held Noon, September 15, 2025 through Noon, September 19, 2025. She said that information had been posted in various City buildings and on the website and that candidate packets were available in the City Clerk's Office and in electronic format.

She also wished Assistant to the City Manager A.J. Nicholson and City Attorney Murphy an early happy birthday.

21. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

22. ADJOURNMENT – 7:35 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, September 17, 2025, 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:VA6C2:53cd7d74-bc44-407c-8b94-0a571cec20da
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; and Commissioner Tracy Mercer Commissioner

Commissioners Absent: Commissioner Clifton E. Dollison

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Human Resources Director Shawn Dykes; Economic Opportunity and Community Investment Director Eric Labbe; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Fire Chief Drew Neubrand; and Police Chief Vance Monroe.

5. PRESENTATION(S)

A. "Constitution Week" Proclamation – Laura Stokes, Regent – Ponce de Leon Chapter, National Society Daughters of the American Revolution (NSDAR)

There were no questions or discussion.

B. "National Hispanic Heritage Month" Proclamation – Employee Engagement and Relationship Committee

There were no questions or discussion.

C. +++ Agenda Review Only +++ Update from Safe Neighborhoods on Spring Lake Square – Tanya Ayers, Safe Neighborhoods Director

City Manager Stavres said this was in response to a request by Mayor Pro Tem Yates.

Assistant City Manager for Public Safety Bird said there were three active cases:

Floridino's [Italian Kitchen] – 1919 6th Street NE in Winter Haven

On October 14, 2024, damage assessments revealed a tree had fallen into the building, allowing the City to condemn it and issue a notice of violation. The special magistrate extended deadlines into August 2025, but by September a Special Magistrate Hearing on September 4, 2025 showed Winbran had hired Southern Majestic Homes as the contractor for demolition and began the process of bidding, permitting, and utility disconnects related thereto. An

asbestos survey was also completed, and by mid-September, 2025 the contractor filed for a demolition permit. As of then, $8,250 in fines had accrued at $250 per day, with additional fines continuing until demolition. Fines could later be reduced, but actual hard costs, estimated around $1,000 or less, must be paid. The magistrate had originally authorized City-led demolition, but Winbran's permit prevented dual action, meaning Winbran the property owner's agent would complete demolition via the contractor. This was considered the best outcome for taxpayers, though fines would continue until the building was demolished and removed.

Chile Verde [Mexican Restaurant] 1925 8th Street NW in Winter Haven

October 14, 2024, City Code Compliance inspections identified violations and gave 60 days for compliance. A February 2025 reinspection found only partial compliance, and in April, 2025 the Special Magistrate ordered 30 days for full compliance plus a $50 daily fine thereafter. By May, 2025 most violations remained unresolved, with fines accruing. Officials explained that fines could escalate up to $250 per day for first offenses, $500 per day for repeat violations, and as much as $5,000 for irreparable cases under Florida law. They also noted that hard costs such as contractor work, or asbestos surveys would be added to fines and, if unpaid, placed as liens on the property. As of the most recent update, the Chile Verde property had accumulated $6,150 in fines with 8 violations still outstanding.

Havendale Strip Plaza (entire plaza)

In October 2024, City Code Compliance inspect issued a notice of violation with 30 days for compliance. Reinspections found only partial compliance, with 3 of 15 violations corrected. The property accumulated $4,650 in fines. Reported violations included fence maintenance, junk and debris, loose garbage, deteriorating exterior walls, roof and drainage issues, overhang extensions, and sign maintenance, including outdated business signs.

Discussion ensued regarding concerns about homeless encampments near U.S. 17 and other City areas. When camps were cleared, displaced individuals relocated elsewhere, making tracking difficult. The City worked with Polk County and the Homeless Coalition of Polk County to mitigate impacts, focusing on health and safety hazards from debris. A new trespass sign program gave police authority to arrest trespassers on private property without waiting for property owner authorization. City staff emphasized that homelessness itself was not a crime but public property use was restricted by ordinance. Patrols, bike units, and daily checks at known hotspots helped deter activity. Officials discussed security cameras downtown and discussion ensued. There was also discussion about blighted buildings. Some could be condemned or demolished if declared unsafe by the building official, as with the Floridino's property. Due process was required, but statutory authority allowed unsafe structures to be ordered for demolition when necessary.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. August 25, 2025, Regular City Commission Meeting Minutes

There were no questions or discussion.

8. MAYOR'S STATEMENT – N/A

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR 2025-2026 BUDGET

A. O-25-28 Adopting the Millage Rate for Fiscal Year 2025-2026

B. O-25-29 Adopting the Budget for Fiscal Year 2025-2026

City Manager Stavres said there had been no changes since first reading of items 9A and 9B and went over the *FY26 Budget Overview* slide in more detail, which would be summarized by City Manager Carnevale during his absence at the September 22, 2025 Regular City Commission Meeting.

Mayor Pro Tem Yates asked about the status of the CDFI funding, noting whether the $500,000 had been obligated. City Manager Stavres explained that the amount had been appropriated in the budget but would not be distributed until the organization was fully ready, with IRS approvals and other federal requirements completed. The funds would serve as equity for issuing loans to qualifying small businesses and others in the community. City Manager Stavres noted it could be ready by the end of the year, though earlier updates suggested a longer timeline. Mayor

Pro Tem Yates requested that the Commission be updated and that a presentation be given before the funds were distributed.

10. COMMENTS FROM THE AUDIENCE

11. ORDINANCE(S) – SECOND READING – PUBLIC HEARING - None

12. CONSENT AGENDA

A. Water Department Payment Portal (Smart Energy Water) (SEW)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Water Department – Datamatx Printing and Mailing Services

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Approval of Settlement Agreements with Purdue Pharma L.P. and the Sackler Family; and Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zuduss regarding Opioid Litigation

City Attorney Murphy gave an overview of this item. He noted that that he was presenting these agreements for approval tonight so the City could timely DocuSign them and assign the funds to Polk County for the county's opioid abatement plan. By signing, the City released claims against manufacturers, including Purdue Pharma and the Sackler family, as well as, the secondary manufacturers as noted. Commissioner Dantzler asked about the potential funding amount, but City Attorney Murphy noted that exact numbers were not yet available, though some settlements could provide millions over several years or through product contributions by the settling manufacturers. City Manager Stavres explained that Polk County would manage the funds, which would likely be used for treatment, education, and outreach as part of the county's opioid abatement strategy and plan. The City was committed to reporting back as more detailed financial information became available.

D. Memorandum of Understanding for Delivery of Emergency Medical Services

Fire Chief Neubrand gave an overview of this item.

City Manager Stavres added that this item was not entirely new, as the City had historically received cardiac mitigation drugs from Polk County for Advanced Life Support (ALS) units. The discussion formalized the roles and responsibilities for how Polk County oversees ALS services and supplies.

E. Cultural Arts Committee Seat Appointments

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

F. Neighborhood Service Center Lease Renewal

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

G. Police Benevolent Association (PBA) Collective Bargaining Agreement (CBA) – Addendum A

City Manager Stavres gave an overview of this item and thanked Human Resources Director Dykes and the City's personnel labor attorney.

There were no questions or discussion.

H. Authorization for Travel and Training – Florida League of Cities (FLC) Board Meeting (Yates)

City Manager Stavres gave an overview of this item.

Mayor Pro Tem Yates noted that the Ridge League of Cities advances members each year, but additional seats required elections. City Manager Stavres confirmed that Mayor Pro Tem Yates would become president of the RLC September 2026.

I. Authorization for Travel and Training – Florida League of Cities (FLC) Legislative Meeting (Stavres)

City Manager Stavres gave an overview of this item and noted that there had been one change to this item. While the league covered accommodations Monday night, he planned to arrive the night before, and that single additional expense would be covered by the City Manager's office.

There were no questions or discussion.

J. Emergency Rental of four (4) Solid Waste Vehicles from RDK Truck Rentals

City Manager Stavres gave an overview of this item and noted this was a ratification of an emergency purchase.

There were no questions or discussion.

13. RESOLUTION(S)

A. R-25-48 – Updating the Grant and Aid Application Review Committee and Related Provisions

City Manager Stavres gave an overview of this item. There was one open seat, and the plan was to advertise for applicants, review their submissions, and present recommendations. The approach remained to select individuals who were not in leadership roles within their applicant agencies but were connected to the community and understood the roles and services that nonprofits provided.

There were no questions or discussion.

14. ORDINANCE(S) - FIRST READING - None

15. NEW BUSINESS

A. Contribution Agreement with Southeastern University

City Manager Stavres gave an overview of this item. He added that they would have their cohort classroom sessions in Winter Haven, with four or five already scheduled. These sessions lasted three to four days, during which students stayed in Winter Haven, dined at local restaurants, used hotels, and attended classes in the building. Having a university presence downtown was considered highly beneficial for Winter Haven and its residents.

16. CITY COMMISSIONERS/LIAISON REPORTS – No report

17. CITY ATTORNEY REPORT – No report

18. CITY MANAGER REPORT

City Manager Stavres introduced two new staff members, Facilities Manager Jeheira Amaez and Recreation Supervisor III Malcolm Wiggins, who had led the Winter Haven Recreation and Cultural Center for about two and a half to four weeks. Ms. Amaez, known as "Jay", was a resident of Lake Alfred, while Mr. Wiggins had relocated from Pasco County to Winter Haven for the position. They were given the opportunity to introduce themselves to the audience.

19. DEPUTY CITY MANAGER REPORT – No report

20. CITY CLERK REPORT – No report

21. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

22. ADJOURNMENT – 6:39 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DATE: October 1, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Troy Heidel, Airport Director

SUBJECT: Amendment No. 3 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering

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BACKGROUND

The City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering entered into a Lease Agreement on October 22, 2021, for the operation of a restaurant located in the Winter Haven Regional Airport Terminal Building, with a current expiration date of October 31, 2026.

Amendment No. 3 to the agreement between the City of Winter Haven and Flightline WH, LLC will extend the term of the Agreement beyond its current expiration date by allowing for up to four (4) additional one (1) year renewal periods. If all renewal options are exercised, the lease could extend through October 31, 2030.

FINANCIAL IMPACT

The projected revenue to the City from Flight Line Café & Catering for FY 2026 is $28,000. Additional annual revenues are expected to align with the historical growth trends experienced in prior years.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.

RECOMMENDATION

Staff recommends that the City Commission approve Amendment No. 3 to the Agreement between the City of Winter Haven and Flightline WH, LLC, doing business as Flight Line Café & Catering and authorize the City Manager and/or his designee to take all necessary actions related thereto.

ATTACHMENT

- Flight Line Café & Catering Amendment No. 3

Third Amendment to the
Winter Haven Regional Airport – Gilbert Field Restaurant Lease Agreement
between the City of Winter Haven and Flightline WH, LLC

THIS Third Amendment to the Winter Haven Regional Airport – Gilbert Field Restaurant Lease Agreement ("Third Amendment"), made and entered into this _____ day of _____, 2025, by and between the **CITY OF WINTER HAVEN**, a Florida Municipal Corporation, hereinafter called the "**City**" and **FLIGHTLINE WH, LLC**, a Florida Limited Liability Company, d/b/a Flight Line Café & Catering, hereinafter called "**Lessee/Flightline**".

WITNESSETH:

WHEREAS, on December 20, 2016, the City issued a Request For Proposals RFP-17-17 from qualified restaurant owners/operators to lease and operate an existing restaurant space located at the Winter Haven Municipal Airport – Gilbert Field located in Winter Haven, Florida; and

WHEREAS, the City and Clark Flight Foods LLC, a Florida Limited Liability Company, entered into: a Restaurant Lease Agreement on February 27, 2017, for the operation of a restaurant at the Winter Haven Regional Airport Terminal Building said restaurant being operated as the Flightline Café; a First Amendment to Lease on September 5, 2017, changing the Limited Liability Company's name from Clark Flight Foods LLC to AFF Brands, LLC according to an amendment and name change filed with the Florida Department of State, Division of Corporations; and a Second Amendment to Lease on August 24, 2018, in order to memorialize the parties agreements with respect to certain repairs and renovations of the kitchen floor and related matters as more specifically described therein; and

WHEREAS, the City and AFF Brands, LLC, a Florida Limited Liability Company, entered into a Consent to Assignment of Lease and Release/Termination on September 25, 2018, wherein AFF Brands, LLC, a Florida Limited Liability Company, consented to the entering into a Lease Agreement between the City and Santana Doak RG, LLC, a Florida Limited Liability Company for the premises located at the Winter Haven Regional Airport Terminal Building and operated as Flight Line Café & Catering; and

WHEREAS, the City and Santana Doak RG, LLC, a Florida Limited Liability Company, entered into a Lease Agreement on September 25, 2018, for the operation of a restaurant at the Winter Haven Regional Airport Terminal Building said restaurant being operated as the Flightline Café & Catering; and

WHEREAS, the City and Santana Doak RG, LLC, a Florida Limited Liability Company, entered into a Consent to Assignment of Lease and Release/Termination on October 22, 2021, wherein Santana Doak RG, LLC, a Florida Limited Liability Company, consented to the entering into a Lease Agreement between the City and Flightline WH, LLC, a Florida Limited Liability Company ("Lessee/Flightline"), as new Lessee of all equipment, fixtures and other property located at the Winter Haven Regional Airport Terminal Building as the Flight Line Café & Catering under a new Lease Agreement with the City as Lessor; and

WHEREAS, the City and Lessee/Flightline entered into a Restaurant Lease Agreement on October 22, 2021 (hereinafter "Agreement") for the operation of a restaurant at the Winter Haven Regional Airport Terminal Building said restaurant being operated as the Flightline Café & Catering; and

WHEREAS, pursuant to paragraph 24 of the Agreement, the City and Lessee/Flightline agreed to allow amendments so long as such amendments were in writing and executed by authorized representatives of the parties; and

WHEREAS, the City and Lesse/Flightline entered into a First Amendment to Lease Agreement on August 31, 2022; and a Second Amendment to Lease Agreement on November 1, 2024, (sometimes collectively referred to herein as the "Amendments"); and

WHEREAS, it is the desire of the City and Lessee/Flightline to extend the term of the Agreement after October 31, 2026, for up to four (4) additional one (1) year renewal periods at the Lessor's option upon the provision of at least sixty (60) days notice in writing prior to the end of the lease term. The lease term(s) for such renewals may be renegotiated at the time of the exercise of the option(s); and

WHEREAS, the City believes that it is in the best interests of the citizens and residents of the City to amend the Agreement as more particularly set forth in this Third Amendment;

WHEREAS, the City and Lessee/Flightline desire to amend the Agreement pursuant to this Third Amendment so as update provisions of the Agreement as more specifically set forth herein;

WHEREAS, the City and Lessee/Flightline desire to memorialize their understandings and agreements with respect to amending the Agreement.

NOW, THEREFORE, the City and Lessee/Flightline agree as follows:

1. Amendment to Term of the original Agreement ("Term"). The term of the Agreement may be renewed for four (4) additional one (1) year renewal periods at the Lessor's option upon the provision of at least sixty (60) days notice in writing prior to the end of the lease Term. The lease Term(s) for such renewals shall be renegotiated at the time of the provision of notice of the exercise of the option(s).

2. Amendment to Default and Termination. This Agreement may be terminated by either party for cause. For purposes of this Agreement, cause shall be defined as a material breach of any term or condition of this Agreement, not cured upon reasonable notice to do so.

   The restaurant shall be operational in a timely manner, and continue to be fully operational while this Agreement is in effect. Failure to meet such requirements is a material breach of this Agreement and cause for immediate termination. The Lessor has the sole discretion in determining the terms "timely manner" and "fully operational." Provided further the Lessor may terminate this Agreement immediately for any violations relating to health, safety, and welfare matters as determined within the sole discretion of the Lessor.

   Either Lessor and/or Lessee may terminate this Agreement for convenience and/or without cause by providing at least sixty (60) days written notice.

   Upon termination of this Agreement, Lessee shall remove any and all of its property from the Premises, which may be so removed without damage to the Premises, and otherwise replace the Premises to their previous condition, ordinary wear and tear excepted.

3. This Third Amendment shall be effective upon its execution by all parties hereto and its approval by the City's governing body. Thereafter the City Manager or his designee may approve, execute and/or take any and all necessary actions related to the Agreement and to the Leasing of the Premises at the Airport as defined in the Agreement.

4. All other provisions and terms of the Agreement, as amended, not expressly amended herein shall remain in full force and effect, and the parties hereto will be bound and perform in accordance with the terms of the Agreement and all Amendments thereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written above.

CITY OF WINTER HAVEN, FLORIDA

BY:_____
Name: T. Michael Stavres
Title: City Manager
Dated: _____

ATTEST:

BY:_____
Vanessa Castillo, MMC, City Clerk

Approved as to Form and Legality:

BY: _____
Frederick J. Murphy, Jr., Esquire
City Attorney

FLIGHTLINE WH, LLC, a Florida Limited Liability Company, d/b/a Flight Line Café & Catering

BY: _____
KALANDA SCARVERS
Its Manager
Dated: _____

_____
WITNESS

_____
WITNESS

DATE: October 1, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Troy Heidel, Airport Director

SUBJECT: Amendment No. 4 to the Agreement between the City of Winter Haven and Flightline WH, LLC d/b/a Flight Line Café & Catering

---

BACKGROUND

The City has had an agreement with Flightline WH, LLC (Flight Line Café & Catering) for the use of the café space within the Winter Haven Regional Airport since October 2021. The most recent amendment to that agreement (Amendment No. 3) extends the lease beyond its current expiration date of October 31, 2026, allowing for up to four one-year renewal periods through October 31, 2030.

Kalanda Scarvers, the current assignor and principal of Flightline WH, LLC, has expressed the intent to sell the business to Mr. Michael Hudson, Sr. The accompanying Assignment and Assumption of Agreement as Amended would formally transfer the lease to Precise Property Adjusters, LLC, a Florida corporation.

FINANCIAL IMPACT

There is no financial impact to this assignment.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.

RECOMMENDATION

Staff recommends that the City Commission approve the Assignment and Assumption of Agreement as Amended, transferring the lease from Flightline WH, LLC, doing business as Flight Line Café & Catering, to Precise Property Adjusters, LLC, a Florida corporation and authorize the City Manager and/or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Amendment No. 4 Assigment and Assumption of Lease
- Precise Property Adjusters Certificate of Status

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AS AMENDED

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT AS AMENDED (the "Assignment") is made by and among **CITY OF WINTER HAVEN,** a Florida Municipal Corporation ("City"), whose address is 451 Third Street, N.W., Winter Haven, Florida 33881, and **FLIGHTLINE WH, LLC**, a Florida Limited Liability Company ("Assignor") whose address is 4328 Mandolin Blvd., Winter Haven, FL 33884, and **PRECISE PROPERTY ADJUSTERS, LLC**, a Florida Limited Liability Company ("Assignee") whose address is 470 Citi Centre Street, #1229, Winter Haven, FL 33880.

WHEREAS, the City and Clark Flight Foods LLC, a Florida Limited Liability Company, entered into: a Restaurant Lease Agreement on February 27, 2017, for the operation of a restaurant at the Winter Haven Regional Airport Terminal Building said restaurant being operated as the Flightline Café; a First Amendment to Lease on September 5, 2017, changing the Limited Liability Company's name from Clark Flight Foods LLC to AFF Brands, LLC according to an amendment and name change filed with the Florida Department of State, Division of Corporations; and a Second Amendment to Lease on August 24, 2018, in order to memorialize the parties agreements with respect to certain repairs and renovations of the kitchen floor and related matters as more specifically described therein; and

WHEREAS, the City and AFF Brands, LLC, a Florida Limited Liability Company, entered into a Consent to Assignment of Lease and Release/Termination on September 25, 2018, wherein AFF Brands, LLC, a Florida Limited Liability Company, consented to the entering into a Lease Agreement between the City and Santana Doak RG, LLC, a Florida Limited Liability Company for the premises located at the Winter Haven Regional Airport Terminal Building and operated as Flight Line Café; and

WHEREAS, the City and Santana Doak RG, LLC, a Florida Limited Liability Company, entered into a Lease Agreement on September 25, 2018, for the operation of a restaurant at the Winter Haven Regional Airport Terminal Building said restaurant being operated as the Flightline Café & Catering (the "Lease Agreement"); and

WHEREAS, the City and Santana Doak RG, LLC, a Florida Limited Liability Company, entered into a Consent to Assignment of Lease and Release/Termination on October 22, 2021, wherein Santana Doak RG, LLC, a Florida Limited Liability Company, consented to the entering into a Lease Agreement between the City and Assignor for the premises located at the Winter Haven Regional Airport Terminal Building and which would continue to be operated as Flight Line Café & Catering; and

WHEREAS, Assignor and City entered into a Restaurant Lease Agreement dated October 22, 2021; a First Amendment to Lease Agreement on August 31, 2022; a Second Amendment to Lease Agreement on November 1, 2024; and a Third Amendment to Lease Agreement on July 28, 2025, regarding Assignor's rental and

operation of the restaurant located in the Airport's terminal building in accordance with City's ownership, management, and operation of the Airport ("Lease Agreement as Amended"); and

WHEREAS, Assignor desires to assign, transfer, set over and deliver unto Assignee all of Assignor's right, title and interest in, the Lease Agreement as Amended, and Assignee desires to assume all duties and obligations of Assignor with respect to the Lease Agreement as Amended; and

WHEREAS, City is willing to consent to the assignment of the Lease Agreement as Amended to Assignee, but only upon the terms and conditions set forth below; and

WHEREAS, it is in the best interests of the citizens and residents of the City and will further the health, safety and welfare of the citizens and residents of the City for Assignee to assume the duties and obligations of Assignor with respect to the Lease Agreement as Amended and for the City to consent and approve of same;

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals and Definitions**. The recitals set forth above are expressly included herein as being true and correct, and all capitalized terms used herein shall have the meanings subscribed to them in the Lease Agreement as Amended.

2. **Assignment**. Assignor hereby assigns, transfers, sets over and delivers unto Assignee all of Assignor's right, title and interest in and to the Lease Agreement as Amended, and as of the Effective Date will be released from all obligations and liabilities under the Lease Agreement as Amended other than those provisions that survive such Assignment of Lease Agreement as Amended.

3. Assignor affirmatively represents to the City and Assignee that there are no outstanding obligations and/or liabilities under the Lease Agreement as Amended that have not been adequately addressed and/or disclosed to the City and/or Assignee. Provided further Assignor represents and warrants that it is current and in good standing with the City under all obligations arising under the Lease Agreement as Amended being assigned herein and there are no defaults by Assignor thereunder.

4. **Assumption**. Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations under the Lease Agreement as Amended arising from and after the Effective Date of this Assignment. A copy of the Lease Agreement as Amended is attached hereto as Composite Exhibit "A" and incorporated herein by reference. Said Lease Agreement as Amended shall remain in full force and effect and shall govern the relationship between the City and Assignor and Assignee relating to the subject matter of the Lease Agreement as Amended on a going forward basis.

5. **Representations**. Assignor hereby represents to Assignee that it has fully performed all of its duties and obligations under the Lease Agreement as Amended and that neither Assignor and City, to the best of Assignor's and City's knowledge and belief, is in default thereof in any material respect.

6. **Consent to Assignment**. City hereby consents to the Assignment set forth herein.

7. **Binding Effect**. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors, and permitted assigns, except as otherwise provided herein.

8. **Further Acts**. Any party hereto, upon the request of any other party, agrees to perform further acts, and to execute and deliver such other documents that are reasonably necessary to carry out the provisions of this Assignment.

9. **Amendments**. Any amendment to this Assignment shall not bind any of the parties hereto unless such amendment is in writing and executed by authorized officers of the parties to this Assignment. Any amendment to this Assignment shall be binding upon all parties as soon as it has been executed by all parties.

10. **Counterparts**. This Assignment may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Assignment; provided, however, that each of the counterparts shall have been executed by the parties hereto.

11. **Waiver**. No waiver of any provision of this Assignment shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Assignment shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

12. **Notices**. All notices, requests, consents and other communications required or permitted under this Assignment shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by United States Certified Mail, Return Receipt Requested, with postage fees prepaid, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this paragraph:

THE CITY:
T. Michael Stavres, City Manager
City of Winter Haven, Florida
Physical Address: 451 Third Street, N.W., Winter Haven, FL 33881

WITH COPY TO: (*which **shall not** constitute notice*)
Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

ASSIGNEE:
Assignee's address for notices is specified above on Page 1.

Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery delivered, shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday recognized by the City.

If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

13. **Effective Date.** The Effective Date of this Assignment shall be the date that the Governing Body of the City approves this Assignment and authorizes the City Manager to execute same.

[*The balance of this page intentionally left blank*]

Assignor:

FLIGHTLINE WH, LLC,
a Florida Limited Liability Company

By:_____
Name: Kalanda Scarvers
Title: Manager

Dated:_____

Assignee:

PRECISE PROPERTY ADJUSTERS, LLC,
a Florida corporation

By:_____
Name: Michael Hudson, Sr.
Title: Manager

Dated:_____

CITY OF WINTER HAVEN, FLORIDA

BY:_____
Name: T. Michael Stavres
Title: City Manager
Dated: _____

ATTEST:

BY:_____
Vanessa Castillo, MMC, City Clerk

Approved as to Form and Legality:

BY: _____
Frederick J. Murphy, Jr., Esquire
City Attorney

State of Florida
Department of State

I certify from the records of this office that PRECISE PROPERTY ADJUSTERS, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 30, 2021, effective March 29, 2021.

The document number of this limited liability company is L21000146744.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on March 29, 2025, and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of September, 2025

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

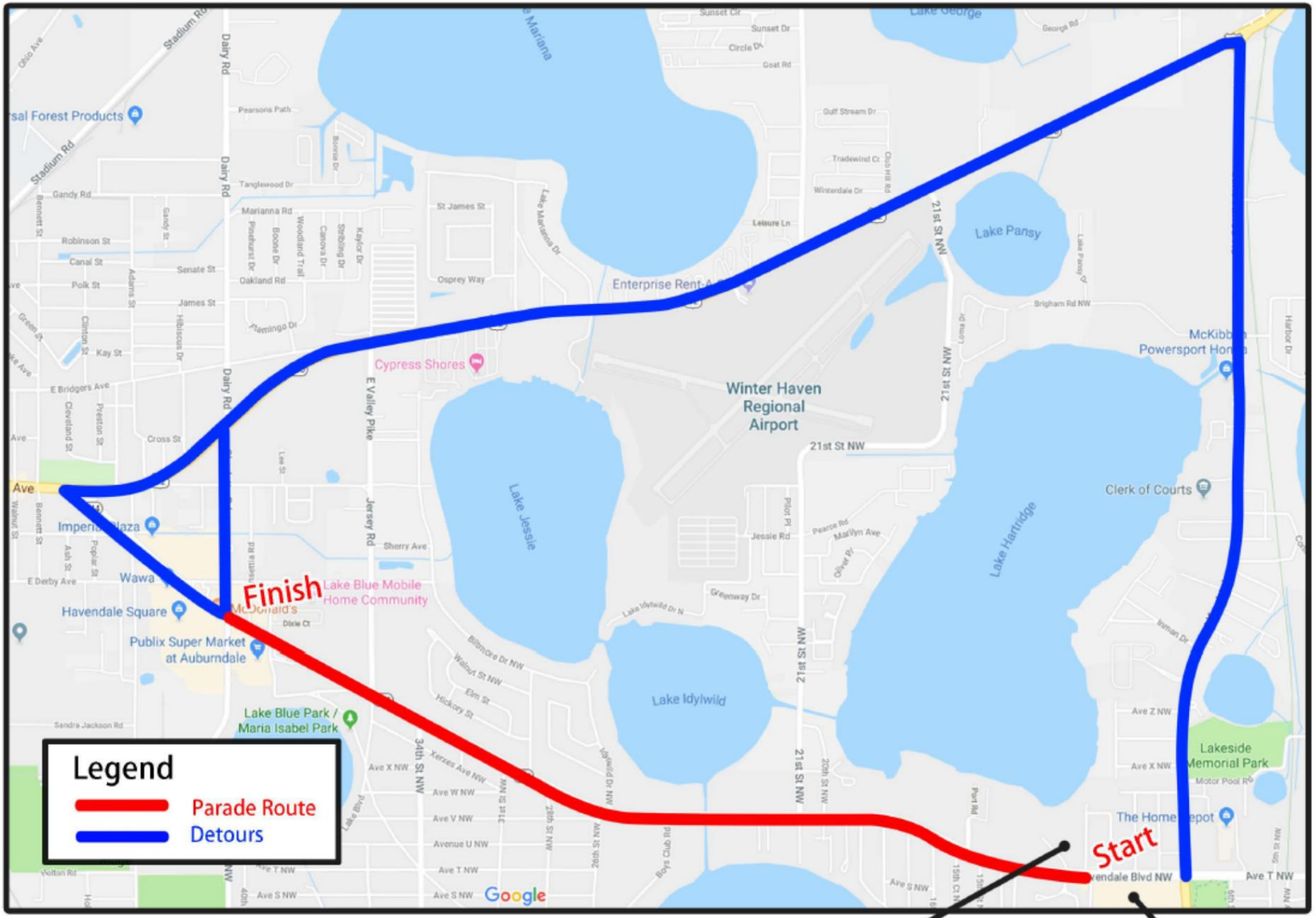
Secretary of State

Tracking Number: 9409021802CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Havendale Christmas Parade Route & Detours



DATE: October 1, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Julie Adams, Parks Recreation & Culture Department Director
Natalie Wilson, Special Events & Initiatives Coordinator

SUBJECT: Florida Department of Transportation (FDOT) Road Closure Permit Application

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BACKGROUND

The Florida Department of Transportation (FDOT) requires a Request for Temporary Closing/Special Use of State Road Form to be submitted along with a map and documenting City Commission action approving the requested closure.

The City of Winter Haven, in cooperation with the City of Auburndale, is hosting the annual Havendale Christmas Parade December 5, 2025. The City of Winter Haven has traditionally submitted the request for this joint parade. The Parade route will start on Havendale Boulevard just west of Highway 17 and travels west to 42nd Street in Auburndale. The parade is scheduled from 7:00 p.m. until 9:00 p.m. December 5, 2025. Detour routes are identified for the closure period.

Additionally, the Jewett Alumni Association will host a parade on Saturday, December 20, 2025, with street closures beginning at 9:30 a.m. The parade is scheduled to start at 10:00 a.m. and is expected to conclude by 12:00 p.m. The parade will commence at Zion Hill Missionary Baptist Church, traveling north on 2nd Street to Avenue O. From there, the route will continue west on Avenue O to 1st Street, where it will head north, proceeding to MLK Boulevard. The parade will then travel east on MLK Boulevard to Lake Maude Drive, concluding at the Rueben Williams Sports Complex. Detour routes are identified for the closure period.

FINANCIAL IMPACT

There is no financial impact associated with item.

STRATEGIC PLAN ALIGNMENT

- This is a routine request associated within normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Community Safety Pillar.

RECOMMENDATION

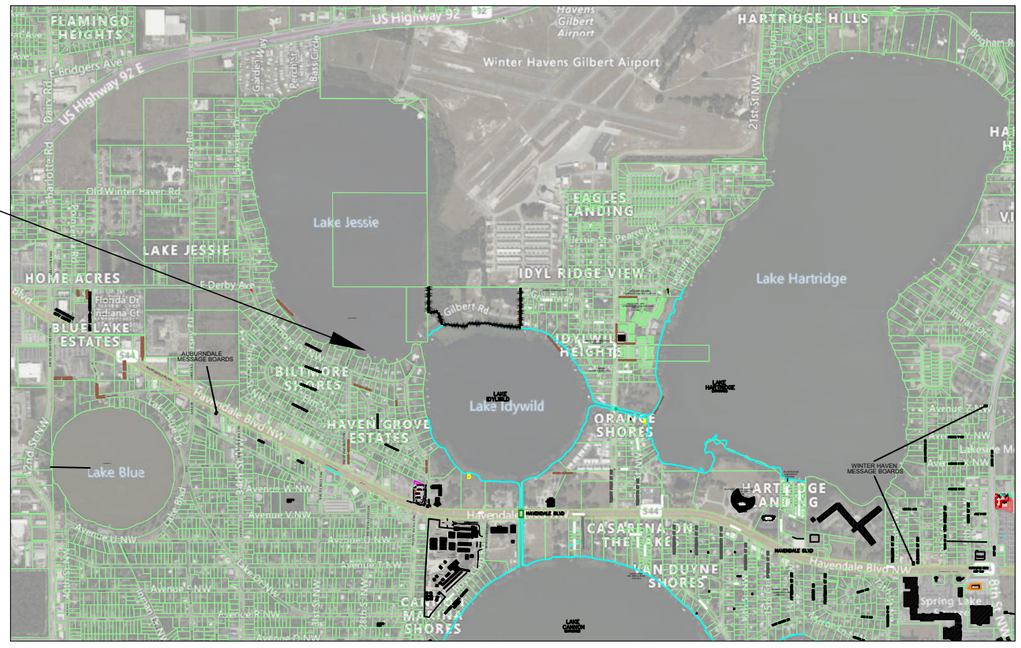
Staff recommends City Commission authorize staff to take all necessary action to apply for and submit a road closure permit application for the 2025 Havendale Christmas Parade and the Jewett Alumni Parade.

ATTACHMENTS

- Havendale Parade Route
- Havendale MOT and Detour Map
- Jewett Alumni Parade Route
- Jewett Alumni Parade MOT and Detour Map

CHRISTMAS PARADE
HAVENDALE BLVD
MAINTENANCE OF TRAFFIC PLANS

PROJECT LOCATION



VICINITY MAP

DRAWING INDEX

39

SHT No.	DESCRIPTION
1.	Cover
2.	HAVENDALE BLVD AND US 17 MOT PLAN
3.	HAVENDALE MOT PLAN
4.	HAVENDALE AT 42ND ST MOT PLAN
5.	US 92 MOT PLAN
6.	FDOT INDEX 600 1 OF 11

JARRED LEACH
ADVANCED MAINTENANCE OF TRAFFIC CERTIFIED
EXPIRATION DATE: 06-09-2027

490 3rd STREET N.W.
WINTER HAVEN, FL 33881
PHONE: 863-291-5850
FAX: 863-291-5211

WINTER HAVEN
The Chain of Lakes City

ENGINEERING SERVICES DIVISION

PROJECT No.: 19-046 IH DATE: NOV 2023

Drawing: \\howard\engineering\Engineering Drawings\In Progress\2019\19-046 MOT Christmas Parade\19-046 Base.dwg
Layout: Cover
Nov 08,2023.4:20pm



SCALE: 1"=500'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

HAVENDALE BOULEVARD WILL BE CLOSED TO THRU TRAFFIC DUE TO CHRISTMAS PARADE

ROAD CLOSURE IS SCHEDULED TO BE FROM 6:00 P.M. TO 10 P.M. FRIDAY DECEMBER 8TH.

CITY OF AUBURNDALE AND CITY OF WINTER HAVEN POLICE ALONG WITH POLK COUNTY SHERIFF DEPARTMENTS WILL HAVE OFFICERS POSTED AT ALL CROSS STREETS.

ALL SIGN SPACING WILL CONFORM TO FAC 14-65

REVISION DESCRIPTION	DATE	PROJECT NO.	APPROVED	CHECKED	DRAWN	DESIGNED
NO.	NOV. 2023	19-046-H	AH	AH	JMC	JMC

WINTER HAVEN
The Chain of Lakes City
ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
CHRISTMAS PARADE ROUTE

CHRISTMAS PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.
2

40

Drawing: \\howard\engineering\Engineering Drawings\In Progress\2019\19-046 MOT Christmas Parade\19-046 Base.dwg
Layout: MOT PLAN HAVENDALE PARADE ROUTE P1
Nov 08,2023.4:03pm



SCALE: 1"=500'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

HAVENDALE BOULEVARD WILL BE CLOSED TO THRU TRAFFIC DUE TO CHRISTMAS PARADE

ROAD CLOSURE IS SCHEDULED TO BE FROM 6:00 P.M. TO 10 P.M. FRIDAY DECEMBER 8TH.

CITY OF AUBURNDALE AND CITY OF WINTER HAVEN POLICE ALONG WITH POLK COUNTY SHERIFF DEPARTMENTS WILL HAVE OFFICERS POSTED AT ALL CROSS STREETS.

ALL SIGN SPACING WILL CONFORM TO FAC 14-65

NO.	REVISION DESCRIPTION	DATE

DESIGNED JMC
DRAWN JMC
CHECKED AH
APPROVED AH
PROJECT NO. 19-046-H
DATE NOV. 2023

41

WINTER HAVEN
The Chain of Lakes City

ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

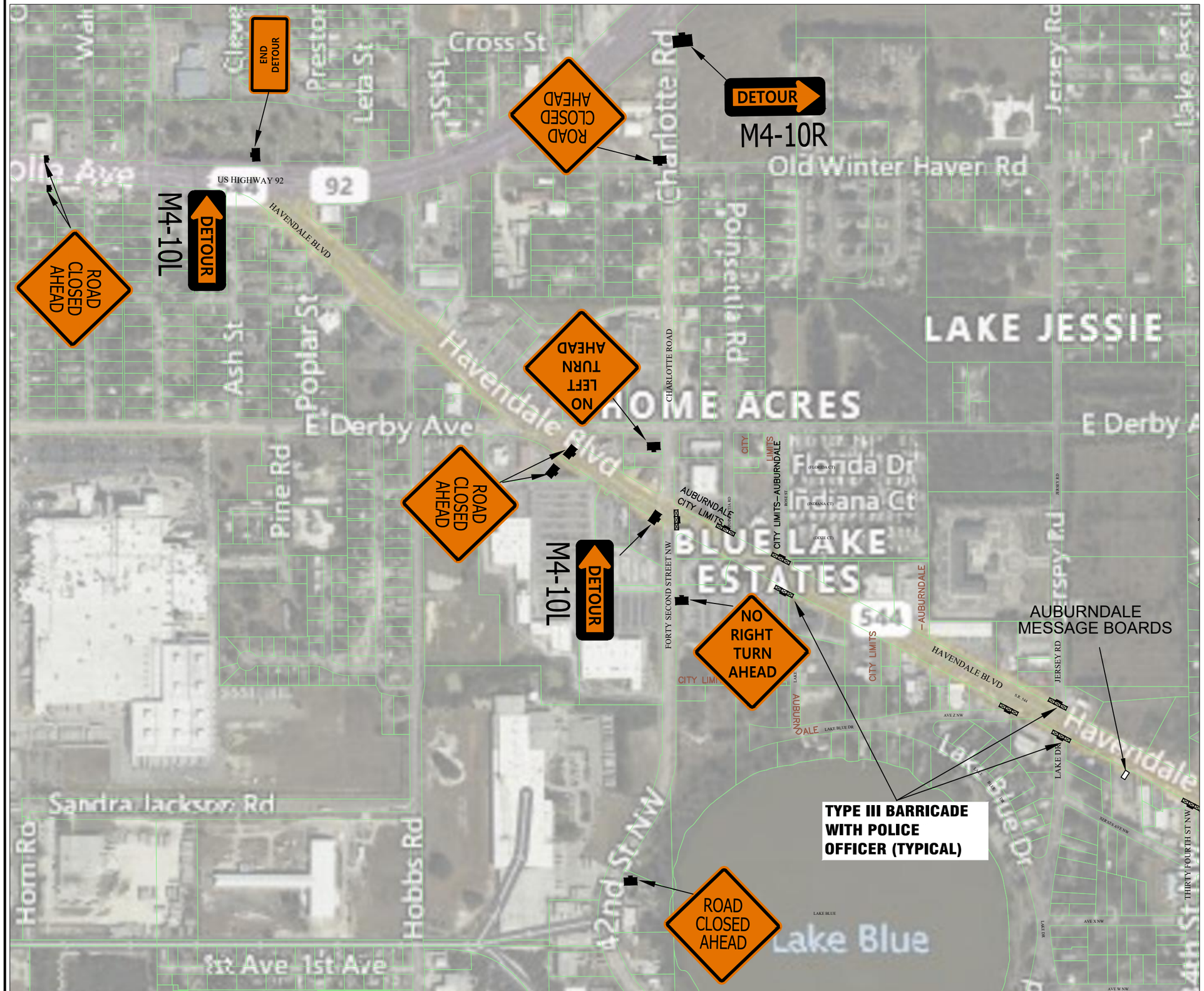
CITY OF WINTER HAVEN
CHRISTMAS PARADE ROUTE

CHRISTMAS PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.
3

Drawing: \\howard\engineering\Engineering Drawings\In Progress\2019\19-046 MOT Christmas Parade\19-046 Base.dwg
Layout: MOT PLAN HAVENDALE PARADE ROUTE P2
Nov 08,2023.4:04pm



SCALE: 1"=500'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

HAVENDALE BOULEVARD WILL BE CLOSED TO THRU TRAFFIC DUE TO CHRISTMAS PARADE

ROAD CLOSURE IS SCHEDULED TO BE FROM 6:00 P.M. TO 10 P.M. FRIDAY DECEMBER 8TH.

CITY OF AUBURNDALE AND CITY OF WINTER HAVEN POLICE ALONG WITH POLK COUNTY SHERIFF DEPARTMENTS WILL HAVE OFFICERS POSTED AT ALL CROSS STREETS.

ALL SIGN SPACING WILL CONFORM TO FAC 14-65

DESIGNED	JMC
DRAWN	JMC
CHECKED	AH
APPROVED	AH
PROJECT NO.	19-046-H
DATE	NOV. 2023

NO.	REVISION DESCRIPTION

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WINTER HAVEN
The Chain of Lakes City
ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
CHRISTMAS PARADE ROUTE

CHRISTMAS PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.
4

Drawing: \\howard\engineering\Engineering Drawings\In Progress\2019\19-046 MOT Christmas Parade\19-046 Base.dwg
Layout: MOT PLAN HAVENDALE PARADE ROUTE P3
Nov 08,2023.4:05pm



N

SCALE: 1"=500'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

HAVENDALE BOULEVARD WILL BE CLOSED TO THRU TRAFFIC DUE TO CHRISTMAS PARADE

ROAD CLOSURE IS SCHEDULED TO BE FROM 6:00 P.M. TO 10 P.M. FRIDAY DECEMBER 8TH.

CITY OF AUBURNDALE AND CITY OF WINTER HAVEN POLICE ALONG WITH POLK COUNTY SHERIFF DEPARTMENTS WILL HAVE OFFICERS POSTED AT ALL CROSS STREETS.

ALL SIGN SPACING WILL CONFORM TO FAC 14-65

NO.	REVISION DESCRIPTION	DATE	PROJECT NO.	APPROVED	CHECKED	DRAWN	DESIGNED
		NOV. 2023	19-046-H	AH	AH	JMC	JMC

43

WINTER HAVEN
The Chain of Lakes City
ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
CHRISTMAS PARADE ROUTE

CHRISTMAS PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

5

Drawing: \\howard\engineering\Engineering Drawings\In Progress\2019\19-046 MOT Christmas Parade\19-046 Base.dwg
Layout: MOT PLAN HAVENDALE PARADE ROUTE P4
Nov 08,2023.4:05pm

SHEET	TABLE OF CONTENTS
1	General Notes, TTC Tables
2	Definitions Temporary Traffic Control Devices Overhead Work Railroads Sight Distance Above Ground Hazard
3	Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Speed Reduction Signing
4	Flagger Control Survey Work Zones Signs
5	Work Zone Sign Supports
6	Commonly Used Warning and Regulatory Signs In Work Zones
7	Manholes/Crosswalks/Joints Truck Mounted Attenuators Signals Channelizing Devices Channelizing Devices Consistency Advanced Warning Arrow Boards
8	Drop-Offs In Work Zones
9	Business Entrance Temporary Asphalt Separator
10	Channelizing Devices Notes Temporary Barrier Notes
11	Pavement Markings

GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.

2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.

3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 2
TAPER LENGTH "L"

Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$
Where: W = width of offset in feet S = speed in mph	

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500
* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.	

TABLE 4
BUFFER LENGTH "B"

Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730
Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.	

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DEFINITIONS:

Regulatory Speed (In Work Zones)

The maximum permitted travel speed posted for the work zone is indicated by the regulatory speed limit signs. The work zone speed must be shown or noted in the plans. This speed should be used as the minimum design speed to determine runout lengths, departure rates, flare rates, lengths of need, clear zone widths, taper lengths, crash cushion requirements, marker spacings, superelevation and other similar features.

Advisory Speed

The maximum recommended travel speed through a curve or a hazardous area.

Travel Way

The portion of the roadway for the movement of vehicles. For traffic control through work zones, travel way may include the temporary use of shoulders and any other permanent or temporary surface intended for use as a lane for the movement of vehicular traffic.

a. Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.

b. Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

Detour, Lane Shift, and Diversion

A detour is the redirection of traffic onto another roadway to bypass the temporary traffic control zone. A lane shift is the redirection of traffic onto a different section of the permanent pavement. A diversion is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.

Aboveground Hazard

An aboveground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, i.e., anything that is greater than 4" in height and is firm and unyielding or doesn't meet breakaway requirements.

TEMPORARY TRAFFIC CONTROL DEVICES:

1. All temporary traffic control devices shall be ON the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

2. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered. Do not store temporary traffic control devices on the shoulder, sidewalk, or other roadway facility not affected by the work when work is suspended.

3. Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a channelizing device placed at each corner when in use and shall be moved outside the travel way and clear zone or be shielded by a barrier or crash cushion when not in use.

OVERHEAD WORK:

Work is only allowed over a traffic lane when one of the following options is used:

OPTION 1 (OVERHEAD WORK USING A MODIFIED LANE CLOSURE)

Overhead work using a modified lane closure is allowed if all of the following conditions are met:

a. Work operation is located in a signalized intersection and limited to signals, signs, lighting and utilities.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
e. Aerial lift equipment is placed directly below the work area to close the lane.
f. Traffic control devices are placed in advance of the vehicle/equipment closing the lane using a minimum 100 foot taper.
g. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.

OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above a open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. No encroachment by any part of the work activities and equipment within an area bounded by 2 feet outside the edge of travel way and 18 feet high.
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
b .Work operations are 1 day or less.
c. Speed limit is 45 mph or less.
d. No encroachment by any part of the work activities and equipment within 2 foot from the edge of travel way up to 18' height. Above 18' in height, no encroachment by any part of the work activities and equipment over the open traffic lane (except as allowed in Option 2 for work operations of 60 minutes or less).
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OVERHEAD WORK: (Cont.)

OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA)

Traffic shall be detoured, shifted, diverted or paced as to not encroach in the area directly below the overhead work operations in accordance with the appropriate index drawing or detailed in the plans. This option applies to, but not limited to, the following construction activities:

a. Beam, girder, segment, and bent/pier cap placement.
b. Form and falsework placement and removal.
c. Concrete placement.
d. Railing construction located at edge of deck.
e. Structure demolition.

OPTION 5 (CONDUCTOR/CABLE PULLING ABOVE AN OPEN TRAFFIC LANE)

Overhead cable and/or de-energized conductor installations initial pull to proper tension shall be done in accordance with the appropriate Index or temporary traffic control plan.

Continuous pulling operations of secured cable and/or conductors are allowed over open lane(s) of traffic with no encroachment by any part of the work activities, materials or equipment within the minimal vertical clearance above the travel way. The utility shall take precautions to ensure that pull ropes and conductors/cables at no time fall below the minimum vertical clearance.

On Limited Access facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include:

a. The temporary traffic control set up for the initial pulling of the pull rope across the roadway.
b. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.

RAILROADS:

Railroad crossings affected by a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include as a minimum: traffic volumes, distance from the tracks to the intersections, lane closure or taper locations, signal timing, etc.

SIGHT DISTANCE:

1. Tapers: Transition tapers should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the taper should begin well in advance of the view obstruction. The beginning of tapers should not be hidden behind curves.

2. Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

ABOVEGROUND HAZARD:

1. Aboveground hazards (see definitions) are to be considered work areas during working hours and treated with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be stored/placed outside the travel way and clear zone or be shielded by a barrier or crash cushion.

2. For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

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CLEAR ZONE WIDTHS FOR WORK ZONES:

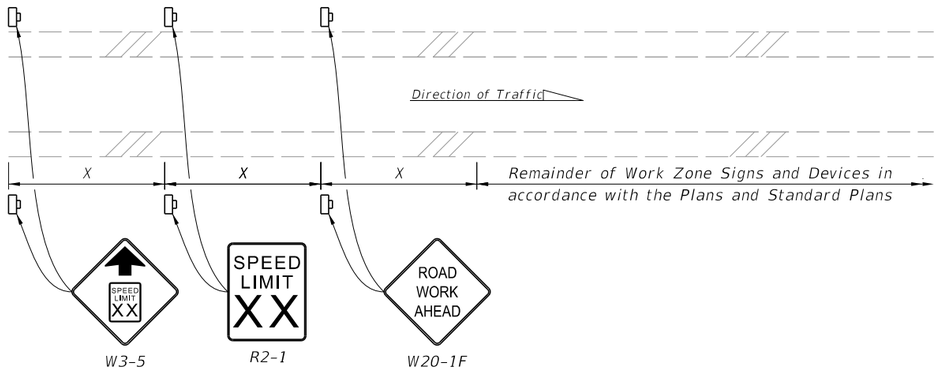
The term 'clear zone' describes the unobstructed relatively flat area, impacted by construction, extending outward from the edge of the traffic lane. The table below gives clear zone widths in work zones for medians and roadside conditions other than for roadside canals; where roadside canals are present, clear zone widths are to conform with the distances to canals as described in the FDOT Design Manual 215.2.

TABLE 5

CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (feet)	AUXILIARY LANES & SINGLE LANE RAMPS (feet)
60–70	30	18
55	24	14
45–50	18	10
30–40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.



NOTES:

1. X = Work Zone Sign Spacing
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (W3–5 and R2–1) in advance of the "Road Work Ahead" sign (W20–1F) as shown.
3. Do not use this detail in conjunction with the Motorist Awareness System.
4. For speed reductions greater than 10 MPH, reduce the speed in 10 MPH increments of 'X' distance. Do not reduce the speed below the minimum statutory speed for the class of facility.
5. Place additional "Speed Limit" signs (R2–1) at intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For undivided roadways, omit the signs shown in the median.
7. Remove temporary regulatory speed signs as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the regulatory speed existing prior to construction will automatically go back into effect.

SPEED REDUCTION SIGNING

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applied to the design radii. Under conditions where normal crown controls curvature, the minimum radii that can be applied are listed in the table below.

TABLE 6

MINIMUM RADII FOR NORMAL CROWN

WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	feet
70	4090
65	3130
60	2400
55	1840
50	1390
45	1080
40	820
35	610
30	430

Superelevate When Smaller Radii is Used

LENGTH OF LANE CLOSURES:

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (includes taper, buffer, and work zone) in any given direction and must not close two consecutive interchanges.

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions to Lane Widths, Heights or Load Capacity can greatly impact the movement of over dimensioned loads. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410–5777, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided shall include location, type of restriction (height, width or weight) and restriction time frames. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths of through roadways should be maintained through work zone travel ways wherever practical. Provide minimum widths for work zone travel lanes as follows: 11' for Interstate with at least one 12' lane provided in each direction, unless formally excepted by the Federal Highway Administration; 11' for all other limited access roadways; and 10' for all other facilities.

HIGH-VISIBILITY SAFETY APPAREL:

All high–visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High–Visibility Safety Apparel", and labeled as ANSI/ISEA 107–2004 or newer. The apparel background (outer) material color shall be either fluorescent orange–red or fluorescent yellow–green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow–green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.

WORKERS: All workers within the right–of–way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high–visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high–visibility safety apparel.

UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS: For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

FLAGGER CONTROL:

Regulatory Speed (In Work Zones)

Where flaggers are used, a FLAGGER symbol or legend sign must replace the WORKERS symbol or legend sign.

The flagger must be clearly visible to approaching traffic for a distance sufficient to permit proper response by the motorist to the flagging instructions, and to permit traffic to reduce speed or to stop as required before entering the work site. Flaggers shall be positioned to maintain maximum color contrast between the Flagger's high-visibility safety apparel and equipment and the work area background.

Hand-Signaling Devices

STOP/SLOW paddles are the primary hand-signaling device. The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. If the STOP/SLOW paddle is placed on a rigid staff, the minimum length of the staff, measured from the bottom of the paddle to the end of the staff that rests on the ground, must not be less than 6 ft. STOP/SLOW paddles shall be at least 24 inches wide with letters at least 6 inches high and should be fabricated from light semirigid material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be orange with black letters and border. When used at night-time, the STOP/SLOW paddle shall be retroreflectorized.

Flag use is limited to immediate emergencies, intersections, and when working on the centerline or shared left turn lanes where two (2) flaggers are required and there is opposing traffic in the adjacent lanes. Flags, when used, shall be a minimum of 24 inches square, made of a good grade of red material, and securely fastened to a staff that is approximately 36 inches in length. When used at nighttime, flags shall be retroreflectorized red.

Flashlight, lantern or other lighted signal that will display a red warning light shall be used at night.

Flagger Stations

Flagger stations shall be located far enough in advance of the work area so that approaching road users will have sufficient distance to stop before entering the work area. When used at nighttime, the flagger station shall be illuminated.

SURVEY WORK ZONES:

The SURVEY CREW AHEAD symbol or legend sign shall be the principal Advance Warning Sign used for Traffic Control Through Survey Work Zones and may replace the ROAD WORK AHEAD sign when lane closures occur, at the discretion of the Party Chief.

When Traffic Control Through Work Zones is being used for survey purposes only, the END ROAD WORK sign as called for on certain 102 Series of Indexes should be omitted.

Survey Between Active Traffic Lanes or Shared Left Turn Lanes

The following provisions apply to Main Roadway Traffic Control Work Zones. These provisions must be adjusted by the Party Chief to fit roadway and traffic conditions when the Survey Work Zone includes intersections.

(A) A STAY IN YOUR LANE (M0T-1-06) sign shall be added to the Advance Warning Sign sequence as the second most immediate sign from the work area.

(B) Elevation Surveys-Cones may be used at the discretion of the Party Chief to protect prism holder and flagger(s). Cones, if used, may be placed at up to 50' intervals along the break line throughout the work zone.

SURVEY WORK ZONES: (Cont.)

(C) Horizontal Control-With traffic flow in the same direction, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' towards the flow of traffic.

(D) Horizontal Control-With traffic flow in opposite directions, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' in both directions towards the flow of traffic.

SIGNS:

SIGN MATERIALS

Mesh signs and non-retroreflectice vinyl signs may only be used for daylight operations. Non-retroreflectice vinyl signs must meet the requirements of Specifications Section 994.

Retroreflective vinyl signs meeting the requirements of Specification Section 994 may be used for daylight or night operations not to exceed 1 day except as noted in the Indexes.

Rigid or Lightweight sign panels may be used in accordance with the vendor APL drawing for the sign stand to which they are attached.

INTERSECTING ROAD SIGNING

Signing for the control of traffic entering and leaving work zones by way of intersecting crossroads shall be adequate to make drivers aware of work zone conditions. When Work operations exceed 60 minutes, place the ROAD WORK AHEAD sign on the side street entering the work zone.

ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING

Adjoining work zones may not have sufficient spacing for standard placement of signs and other traffic control devices in their advance warning areas or in some cases other areas within their traffic control zones. Where such restraints or conflicts occur or are likely to occur, one of the following methods will be employed to avoid conflicts and prevent conditions that could lead to misunderstanding on the part of the traveling public as to the intended travel way by the traffic control procedure applied:

(A) For scheduled projects the engineer in responsible charge of project design will resolve anticipated work zone conflicts during the development of the project traffic control plan. This may entail revision of plans on preceding projects and coordination of plans on concurrent projects.

(B) Unanticipated conflicts arising between adjoining in progress highway construction projects will be resolved by the Resident Engineer for projects under his residency, and, by the District Construction Engineer for in progress projects under adjoining residencies.

(C) The District Maintenance Engineer will resolve anticipated and occurring conflicts within scheduled maintenance operations.

(D) The Unit Maintenance Engineer will resolve conflicts that occur within routine maintenance works; between routine maintenance work, unscheduled work and/or permitted work; and, between unit controlled maintenance works and highway construction projects.

SIGNS: (Cont.)

SIGN COVERING AND INTERMITTENT WORK STOPPAGE SIGNING

Existing or temporary traffic control signs that are no longer applicable or are inconsistent with intended travel paths shall be removed or fully covered.

Sign blanks or other available coverings must completely cover the existing sign. Rigid sign coverings shall be the same size as the sign it is covering, and bolted in a manner to prevent movement.

Sign covers are incidental to work operations and are not paid for separately.

SIGNING FOR DETOURS, LANE SHIFTS AND DIVERSIONS

Detours should be signed clearly over their entire length so that motorists can easily determine how to return to the original roadway. The reverse curve (W1-4) warning sign should be used for the advanced warning for a lane shift. A diversion should be signed as a lane shift.

EXTENDED DISTANCE ADVANCE WARNING SIGN

Advance Warning Signs shall be used at extended distance of one-half mile or more when limited sight distance or the nature of the obstruction may require a motorist to bring their vehicle to a stop. Extended distance Advanced Warning Signs may be required on any type roadway, but particularly be considered on multilane divided highways where vehicle speed is generally in the higher range (45 MPH or more).

UTILITY WORK AHEAD SIGN

The UTILITY WORK AHEAD (W21-7) sign may be used as an alternate to the ROAD WORK AHEAD or the ROAD WORK XX FT (W20-1) sign for utility operations on or adjacent to a highway.

LENGTH OF ROAD WORK SIGN

The length of road work sign (G20-1) bearing the legend ROAD WORK NEXT _____ MILES is required for all projects of more than 2 miles in length. The number of miles entered should be rounded up to the nearest mile. The sign shall be located at begin construction points.

GROOVED PAVEMENT AHEAD SIGN

The GROOVED PAVEMENT AHEAD sign is required 500 feet in advance of a milled or grooved surface open to traffic. The W8-15P placard shall be used in conjunction with the GROOVED PAVEMENT AHEAD sign.

END ROAD WORK SIGN

The END ROAD WORK sign (G20-2) should be installed on all projects, but may be omitted where the work operation is less than 1 day. The sign should be placed approximately 500 feet beyond the end of a construction or maintenance project unless other distance is called for in the plans. When other Construction or Maintenance Operations occur within 1 mile this sign should be omitted and signing coordinated in accordance with Index 102-600, ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING.

NOTES:

1. All signs shall be post mounted when work operations exceed one day except for:

   a. Road closure signs mounted in accordance with the vendor drawing for the Type III Barricade shown on the APL.
   b. Pedestrian and bicycle advanced warning or pedestrian regulatory signs mounted on sign supports in accordance with the vendor drawing shown on the APL.
   c. Median barrier mounted signs per Index 700-013.
   d. Bridge mounted signs per Index 700-012.

2. Unless shielded with barrier or outside of the Clear Zone, signs mounted on temporary supports or barricades, and barricade/sign combination must be crashworthy in accordance with NCHRP 350 requirements and included on the Approved Products List (APL).

3. Use only approved systems listed on the Department's Approved Products List (APL).

4. Manufacturers seeking approval of U-Channel and steel square tube sign support assemblies for inclusion on the Approved Products List (APL) must submit a APL application, design calculations (for square tube only), and detailed drawings showing the product meets all the requirements of this Index.

5. Provide 3 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.43 in^3 for 60 ksi steel, a minimum section modulus of 0.37 in^3 for 70 ksi steel, or a minimum section modulus of 0.34 in^3 for 80 ksi steel.

6. Provide 4 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.56 in^3 for 60 ksi steel, or a minimum section modulus of 0.47 in^3 for 70 ksi or 80 ksi steel.

7. U-channel posts shall conform with ASTM A 499, Grade 60, or ASTM A 576, Grade 1080 (with a minimum yield strength of 60 ksi). Square tube posts shall conform with ASTM A 653, Grade 50, or ASTM A 1011, Grade 50.

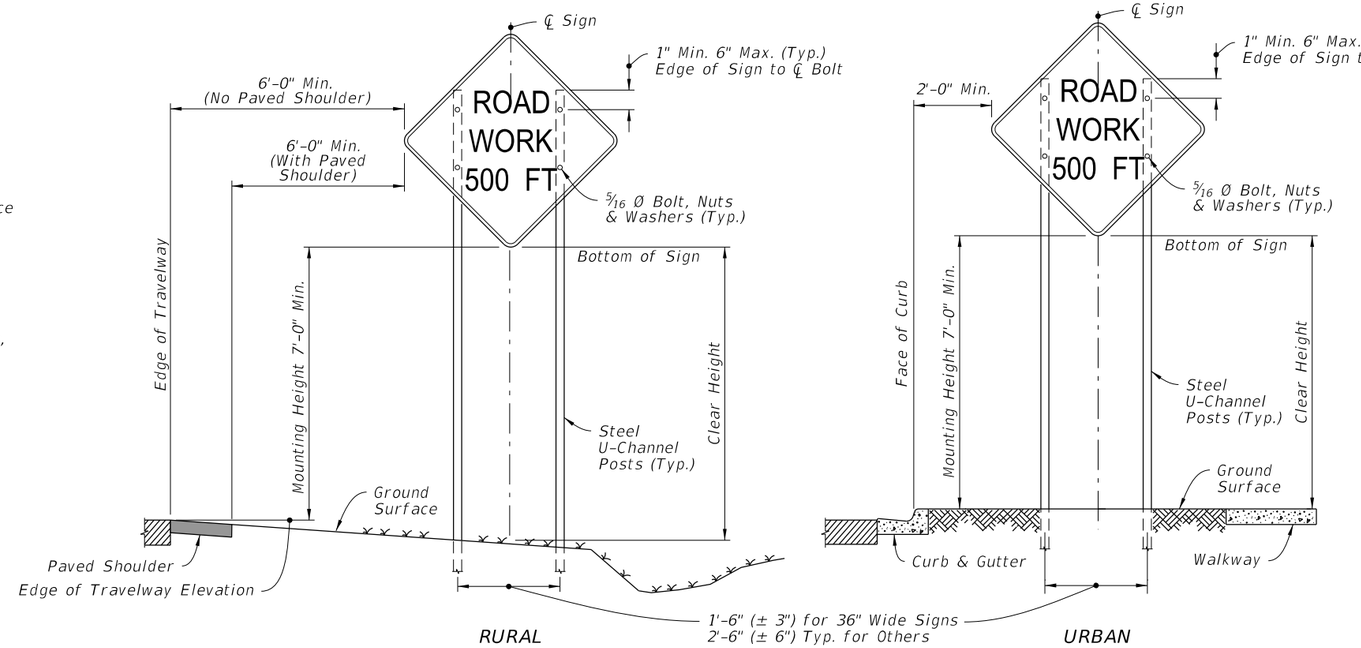
8. Sign attachment bolts, washers, nuts, and spacers shall conform with ASTM A307 or A 36.

9. Install 4 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.

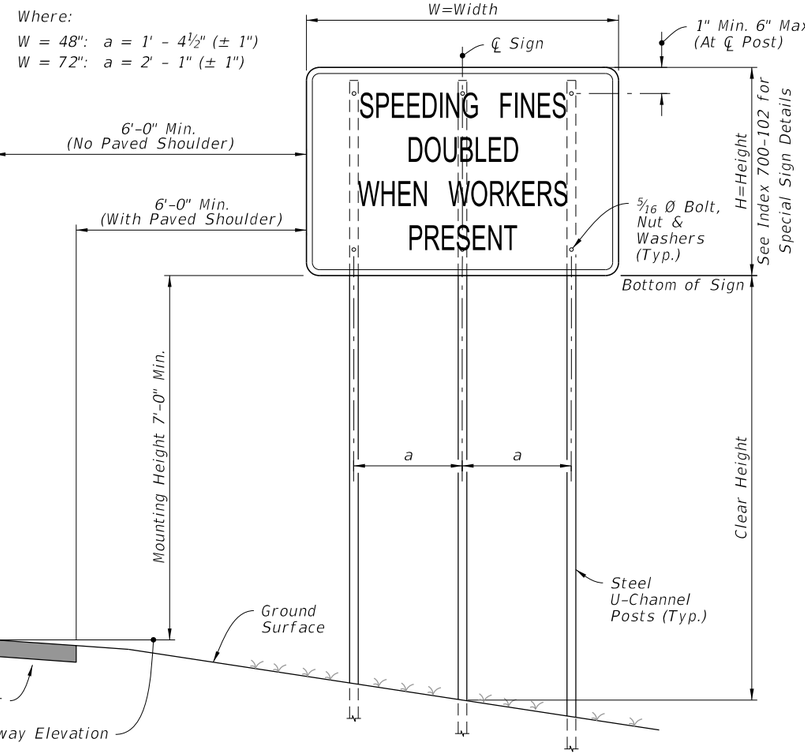
10. The contractor may install 3 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.

11. Install all posts plumb.

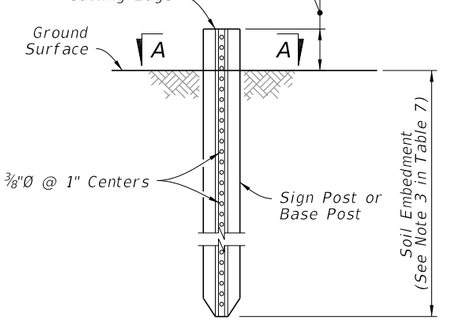
12. The contractor may set posts in preformed holes to the specified depth with suitable backfill tamped securely on all sides, or drive 3 lb/ft sign posts and any size base post in accordance with the manufacturer's detail shown on the APL.



2 POST SIGN SUPPORT MOUNTING DETAILS
(SINGLE POST SIMILAR)

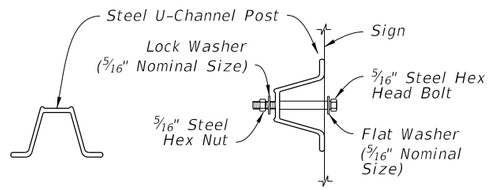


3 POST SIGN SUPPORT MOUNTING DETAILS



See APL for post, splice and connection details.
No bolts installed closer than 1" to cutting edge.

FOUNDATION DETAIL



SIGN ATTACHMENT DETAIL

TABLE 7
POST AND FOUNDATION TABLE FOR WORK ZONE SIGNS

SIGN SHAPE	SIGN SIZE (inches)	NUMBER OF STEEL U CHANNEL POSTS
Octagon	30x30	1
Triangle	36x36x36	1
	48x48x48	1
	60x60x60	2
Rectangle (W x H)	24x18	1
	24x30	1
	30x24	1
	36x18	1
	36x24	1
	48x18	1
	48x24	1
	36x48	2
	48x30	2
	48x36	2
	54x36	2
	48x60	3
	72x48	3
Square	30x30	1
	36x36	2
	48x48	2
Diamond	48x48	2
Circle	36Ø	2

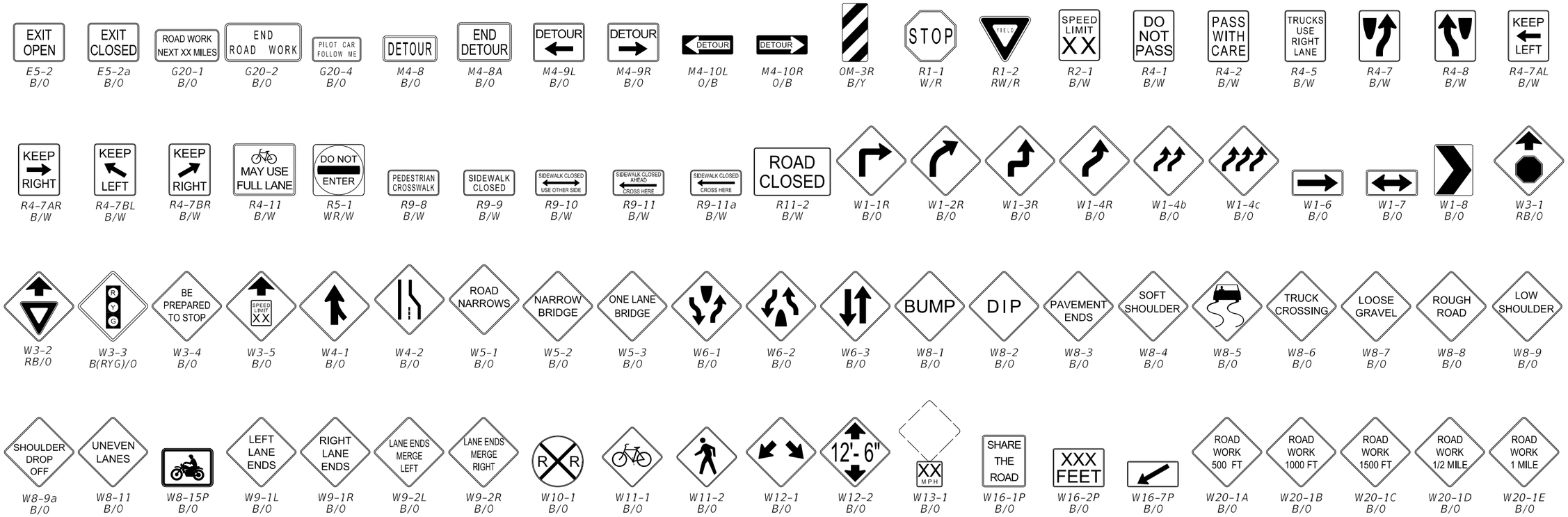
Notes For Table:

1. Use 3 lb/ft posts for Clear Height up to 10' and 4 lb/ft posts for Clear Height up to 12'.
2. Minimum foundation depth is 4.0' for 3 lb/ft posts and 4.5' for 4 lb/ft posts.
3. For both 3 lb/ft and 4 lb/ft base or sign posts installed in rock, a minimum cumulative depth of 2' of rock layer is required.
4. The soil plate as shown on the APL vendor drawing is not required for base posts or sign posts installed in existing rock (as defined in Note 3), asphalt roadway, shoulder pavement or soil under sidewalk.
5. For diamond warning signs with supplement plaque (up to 5 ft^2 in area), use 4 lb/ft posts for up to 10 ft Clear Height (measure to the bottom of diamond warning sign).

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WORK ZONE SIGN SUPPORTS

LAST REVISION	REVISION	DESCRIPTION:				
11/01/21			FY 2023-24 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 5 of 11



NOTES:

1. The size of diamond shaped Temporary Traffic Control (TTC) warning signs shall be a minimum of 48" X 48".
2. Fluorescent orange shall be used for all orange colored work zone signs.
3. The sign shields, symbols and messages contained on this sheet are provided for ready reference to those signs used in the development of the 102 Series of Indexes and are commonly used in the development of traffic control plans. For additional signs and sign detail information refer to the STANDARD HIGHWAY SIGNS MANUAL as specified in the MUTCD. Special signs for traffic control plans will be as approved by the State Traffic Plans Engineer.

   The sign codes shown on this sheet are for the purpose of identifying cell names found in the Traffic Control Cell Library (TCZ.Cel).

   The STANDARD HIGHWAY SIGNS MANUAL should be referenced for the official sign codes for use in the development of traffic control plans.

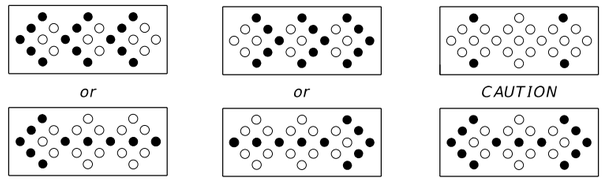
   See Index 700-102 for MOT sign details.

COLOR CODES:

Legend and/or
Symbol Background

R-Red (Reflectorized)
Y-Yellow (Reflectorized)
G-Green (Reflectorized)
O-Orange (Reflectorized)
B-Black (Non-Reflectorized)
W-White (Reflectorized)

COMMONLY USED WARNING AND REGULATORY SIGNS IN WORK ZONES



MODES

NOTES:

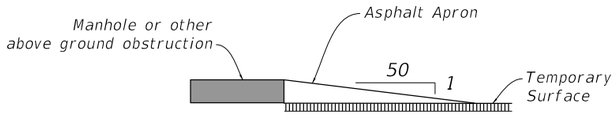
An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.

For shoulder work, blocking the shoulder, for roadside work near the shoulder, or for temporarily closing one lane on a two-lane, two-way roadway, an arrow board shall be used only in the caution mode.

A single arrow board shall not be used to merge traffic laterally more than one lane. When arrow boards are used to close multiple lanes, a single board shall be used at the merging taper for each closed lane.

When Advance Warning Arrow Boards are used at night, the intensity of the flashers shall be reduced during darkness when lower intensities are desirable.

ADVANCE WARNING ARROW BOARDS



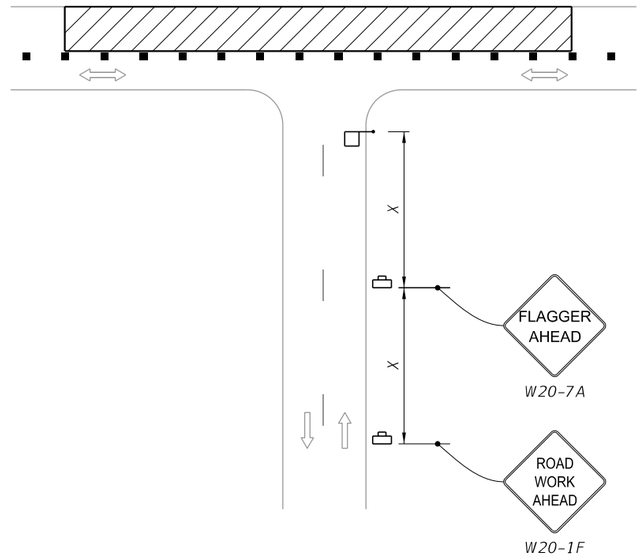
NOTES:

Manholes extending 1" or more above the travel lane and crosswalks having an uneven surface greater than ¼" shall have a temporary asphalt apron constructed as shown above.

All transverse joints that have a difference in elevation of 1" or more shall have a temporary asphalt apron constructed as shown above.

The apron is to be removed prior to constructing the next lift of asphalt. The cost of the temporary asphalt shall be included in the contract unit price for Maintenance of Traffic, LS.

MANHOLES/CROSSWALKS/JOINTS



NOTE:

Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).

SIDE ROAD INTERSECTING THE WORK ZONE

SIGNALS:

Existing traffic signal operations that require modification in order to carry out work zone traffic control shall be included in the Plans and be approved by the District Traffic Operations Engineer.

Refer to Specification 102-9 for additional information.

CHANNELIZING DEVICES:

Channelizing devices for work zone traffic control shall be as prescribed in Part VI of the MUTCD, subject to supplemental revisions provided in the contract documents and the 102 Series of Indexes. Lighting Devices must not be used to supplement channelization. Omit tapers and channelizing devices for paved shoulders less than 4' in width.

CHANNELIZING DEVICE CONSISTENCY:

Barricades, vertical panels, cones, tubular markers and drums shall not be intermixed within either the lateral transition or within the tangent alignment.

TRUCK/TRAILER-MOUNTED ATTENUATORS:

Truck/Trailer-mounted attenuators (TMA) can be used for moving operations and short-term stationary operations. For moving operations, see Index 102-607. For short-term, stationary operations, see Part VI of the MUTCD.

DROP-OFF CONDITION NOTES

1. These conditions and treatments can be applied only in work areas that fall within a properly signed work zone.

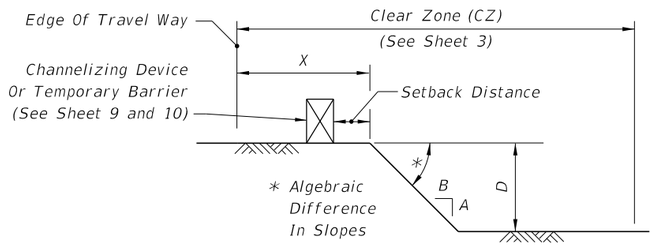
2. When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 8). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A:B) steeper than 1:4. In superelevated sections, the algebraic difference in slopes should not exceed 0.25 (See Drop-off Condition Detail).

3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LS. Use of this treatment in lieu of a temporary barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.

4. For Setback Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.

5. For Conditions 1 and 3 provided in Table 8, any drop-off condition that is created and restored within the same work period will not be subject to use of temporary barriers; however, channelizing devices will be required.

6. When permanent curb heights are ≥ 6", no channelizing device will be required. For curb heights < 6", see Table 8.



DROP-OFF CONDITION DETAIL

Table 8
Drop-off Protection Requirements

Condition	X (ft)	D (in.)	Device Required
1	0-12	> 3	Temporary Barrier
2	> 12-CZ	> 3 to ≤ 5	Channelizing Device
3	0-CZ	> 5	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING NOTES

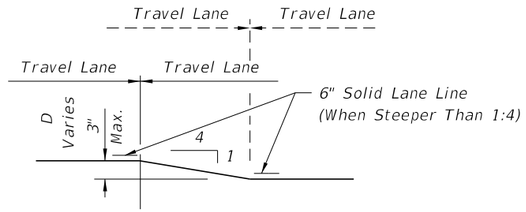
1. This treatment applies to resurfacing or milling operations between adjacent travel lanes.

2. Whenever there is a difference in elevation between adjacent travel lanes, the W8-11 sign with "UNEVEN LANES" is required at intervals of ½ mile maximum.

3. If D is 1½" or less, no treatment is required.

4. Treatment allowed only when D is 3" or less.

5. If the slope is steeper than 1:4 (not to be steeper than 1:1), the R4-1 and MOT-1-06 signs shall be used as a supplement to the W8-11; this condition should never exceed 3 miles in length.



TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING DETAIL

PEDESTRIAN WAY DROP-OFF CONDITION NOTES

1. A pedestrian way drop-off is defined as:

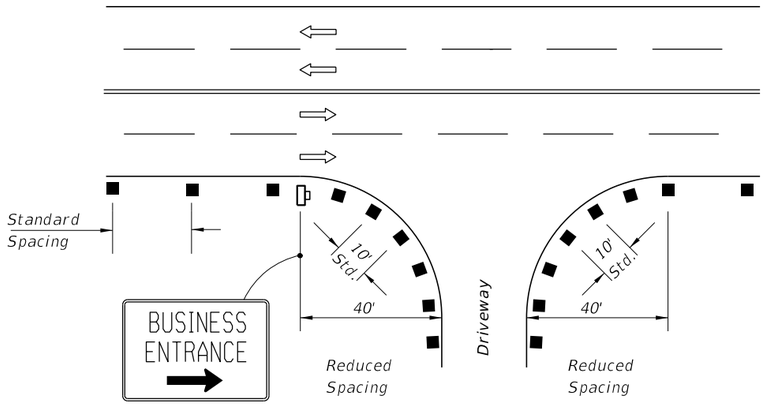
   a. a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian way

   b. a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian way when the total drop-off is greater than 60"

2. Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved handrail.

DROP-OFFS IN WORK ZONES

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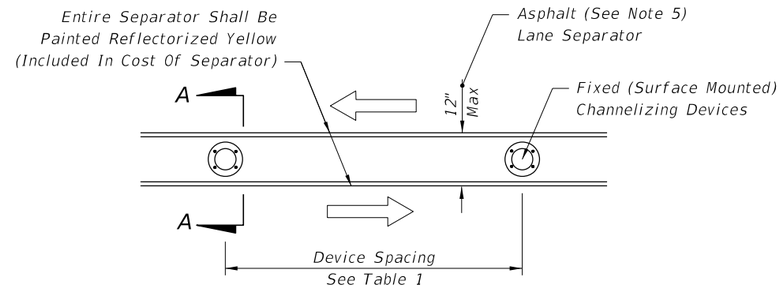
1. For single business entrances, place one 24" x 36" business sign for each driveway entrance affected. Signs shall show specific business names. Logos may be provided by business owners. Standard BUSINESS ENTRANCE sign in Index 700-102 may be used when approved by the Engineer.

2. When several businesses share a common driveway entrance, place one 24" x 36" standard BUSINESS ENTRANCE sign in accordance with Index 700-102 at the common driveway entrance.

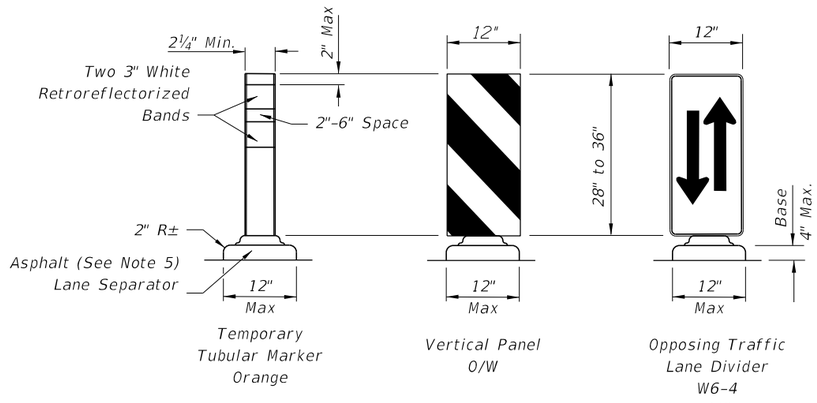
3. Channelizing devices shall be placed at a reduced spacing on each side of the driveway entrance, but shall not restrict sight distance for the driveway users.

4. Business entrance signs are intended to guide motorist to business entrances moved/modified or disturbed during construction projects. Business entrance signs are not required where there is minimal disruption to business driveways which is often the case with resurfacing type projects.

PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES AT BUSINESS ENTRANCE



PLAN



FIXED (SURFACE MOUNTED)
CHANNELIZING DEVICES

SECTION A-A

1. Temporary lane separators shall be supplemented with any of the following approved fixed (surface mounted) channelizing devices: temporary tubular markers, vertical panels, or opposing traffic lane divider panels. Opposing traffic lane divider panels (W6-4) shall only be used as center lane dividers to separate opposing vehicular traffic on a two-lane, two-way operation. Temporary Tubular Markers, Vertical Panels and Opposing Traffic Lane Divider panels shall not be intermixed within the limits where the temporary lane separator is used. The connection between the channelizing device and the temporary lane separator curb shall hold the channelizing device in a vertical position.

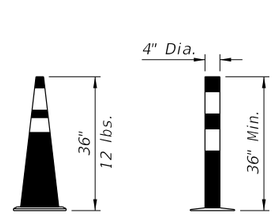
2. Reflectorized materials shall have a smooth sealed outer surface which will display the same approximate color day and night. Furnish channelizing devices having retroreflective sheeting meeting the requirements of Section 990.

3. 12" openings for drainage shall be constructed in the asphalt and portable temporary lane separator at a maximum spacing of 25' in areas with grades of 1% or less or 50' in areas with grades over 1% as directed by the Engineer.

4. Tapered ends shall be used at the beginning and end of each run of the temporary lane separator to form a gradual increase in height from the pavement level to the top of the temporary lane separator.

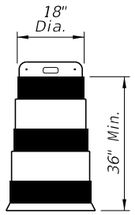
5. The Contractor has the option of using portable temporary lane separators containing fixed channelizing devices in lieu of the temporary asphalt separator and channelizing devices detailed on this sheet. The portable temporary lane separator shall come in portable sections that can be connected to maintain continuous alignment between the separate curb sections. Each temporary lane separator section shall be 36 inches to 48 inches in total length. Portable temporary lane separators shall duplicate the color of the pavement marking. Portable temporary lane separators shall be one of those listed on the Approved Products List.

TEMPORARY LANE SEPARATOR

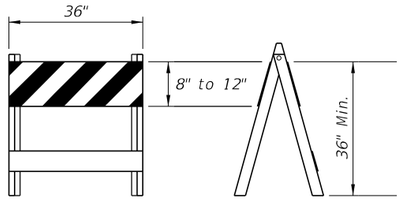


CONES

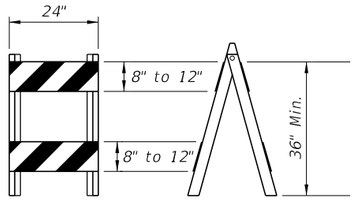
TEMPORARY TUBULAR MARKER



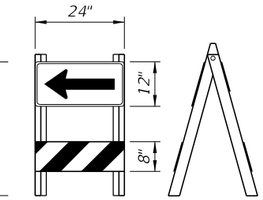
PLASTIC DRUMS



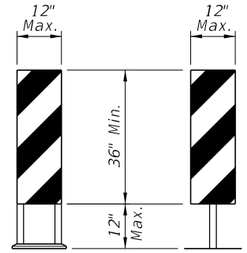
TYPE I BARRICADE



TYPE II BARRICADE

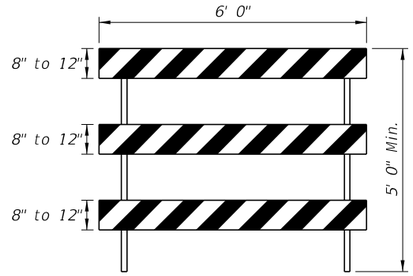


DIRECTION INDICATOR BARRICADE



A-FRAME POST MOUNT

VERTICAL PANEL



TYPE III BARRICADE

CHANNELIZING DEVICES

CHANNELIZING DEVICE NOTES:

1. The details shown on this sheet are for the following purposes:
   a. For ease of identification and
   b. To provide information that supplements or supersedes that provided by the MUTCD.

2. The Type III Barricade shall have a unit length of 6'-0" only. When barricades of greater lengths are required those lengths shall be in multiples of the 6'-0" unit.

3. No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).

4. Ballast shall not be placed on top rails or any striped rails or higher than 13" above the driving surface.

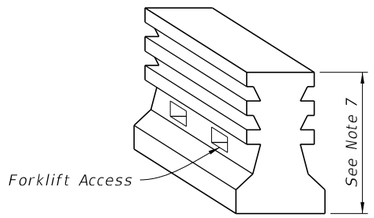
5. The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the intended travel lane.

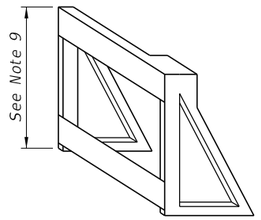
6. The splicing of sheeting is not permitted on channelizing devices or MOT signs.

7. For rails less than 3'-0" long, 4" stripes shall be used.

8. Cones shall:
   a. Be used only in active work zones where workers are present.
   b. Be reflectorized as per the MUTCD with Department-approved reflective collars when used at night.

9. For pedestrian longitudinal channelizing devices, the device shall have a minimum of 8" continuous detectable edging above the walkway. A gap not exceeding a height of 2" is allowed to facilitate drainage. The top surface of the device shall be a minimum height of 32" and have a ⅛" or less difference in any plane at all connection points between the devices to facilitate hand trailing. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian drop-off protection is required, the device shall have a footprint or offset of at least 2', otherwise the device must be at least 42" in height above the walkway and be anchored or ballasted to withstand a 200 lb lateral point load at the top of the device.





PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES

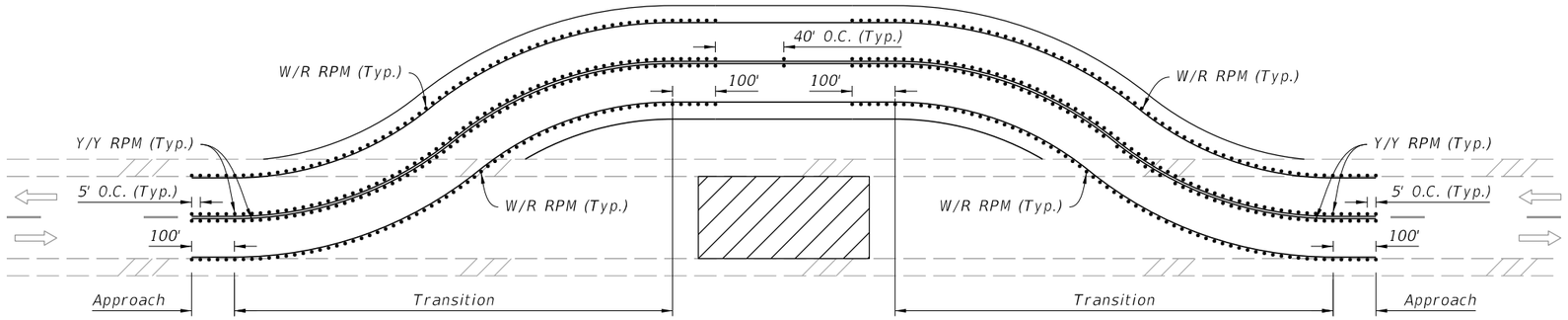
TEMPORARY BARRIER NOTES:

1. Where a barrier is specified, any of the types below may be used in accordance with the applicable Index:

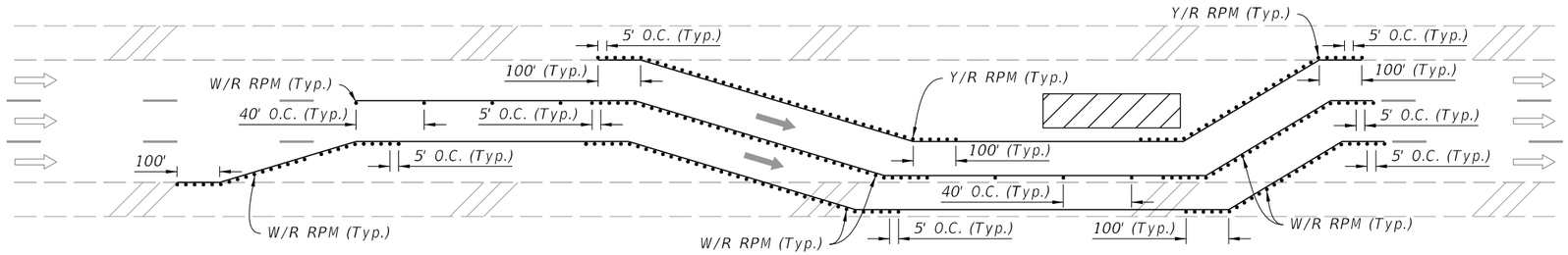
Index	Description
102-100	Temporary Barrier
102-120	Low Profile Barrier
536-001	Guardrail

2. Trailer Mounted Barriers may be used to provide positive protection for workers within the work areas. APL drawings may be used as a guide to develop project specific Temporary Traffic Control Plans that are signed and sealed by the Contractor's Engineer.

10/27/2022 7:36:10 AM



RPM PLACEMENT ON TWO-LANE ROADWAYS



RPM PLACEMENT ON MULTILANE ROADWAYS
(Lane Shift Shown, Other Multilane Typical Applications Similar)

NOTES:

1. Install RPMs as a supplement to:
   a. All lane lines
   b. Edge lines in transitions (e.g., merges, diversions, lane shifts)
   c. Edge lines of gore areas

2. Extend pavement marking and 5' RPM spacing by 100' in each direction for all transitions regardless of the line type.

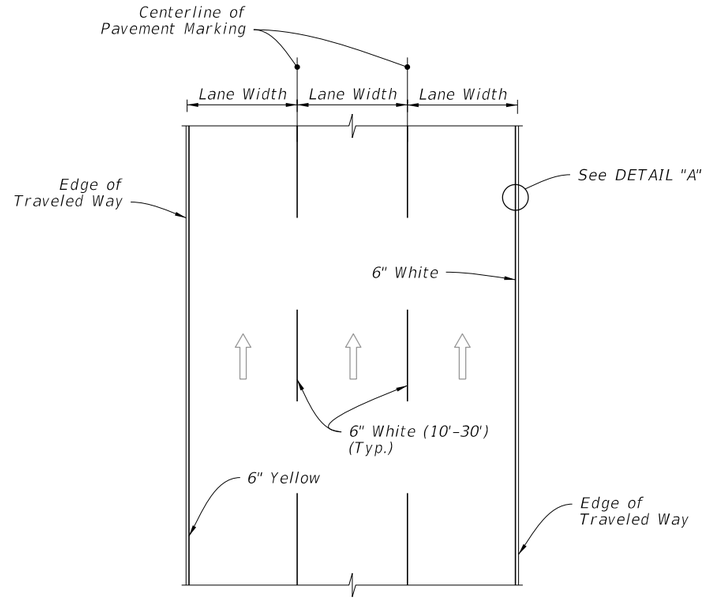
3. Place RPMs in accordance with this detail and Index 706-001.

SYMBOLS:

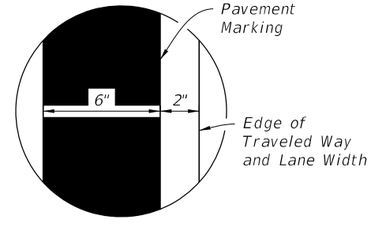
Work Area

Lane Identification and Direction of Traffic

RPM PLACEMENT IN WORK ZONES



PLAN VIEW



DETAIL "A"

PAVEMENT MARKINGS PLACEMENT

10/27/2022 7:36:11 AM

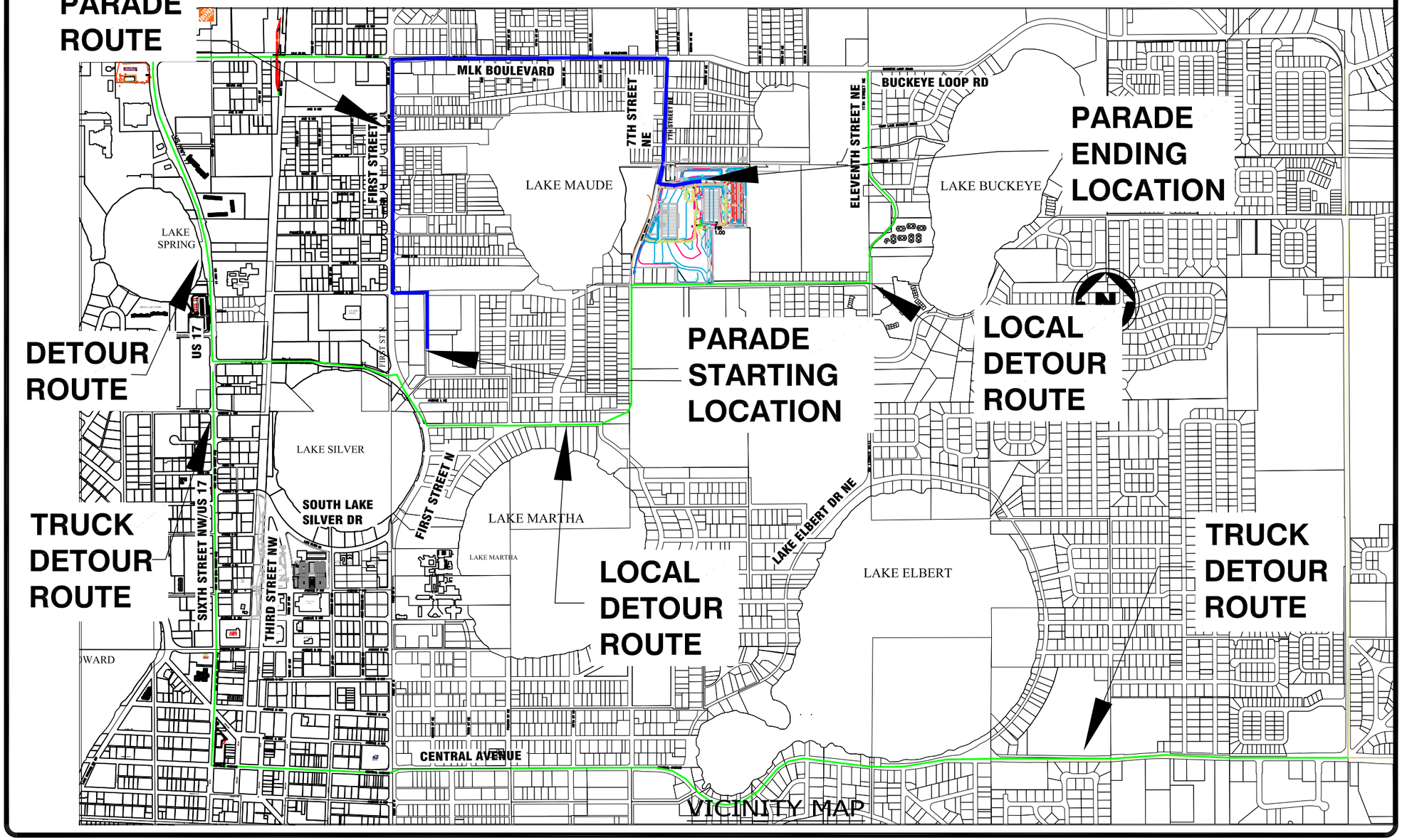
WORK ZONE PAVEMENT MARKINGS

LAST REVISION	REVISION	DESCRIPTION:				
11/01/20			FY 2023-24 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 11 of 11

Jewett Alumni Parade Route



JEWETT ALUMNI ASSOCIATION PARADE ROUTE AND DETOURS



DRAWING INDEX

SHT No.	DESCRIPTION
1.	Cover
2 - 10	PARADE ROUTE MOT

490 3rd STREET N.W.
WINTER HAVEN, FL 33881
PHONE: 863-291-5850
FAX: 863-291-5211

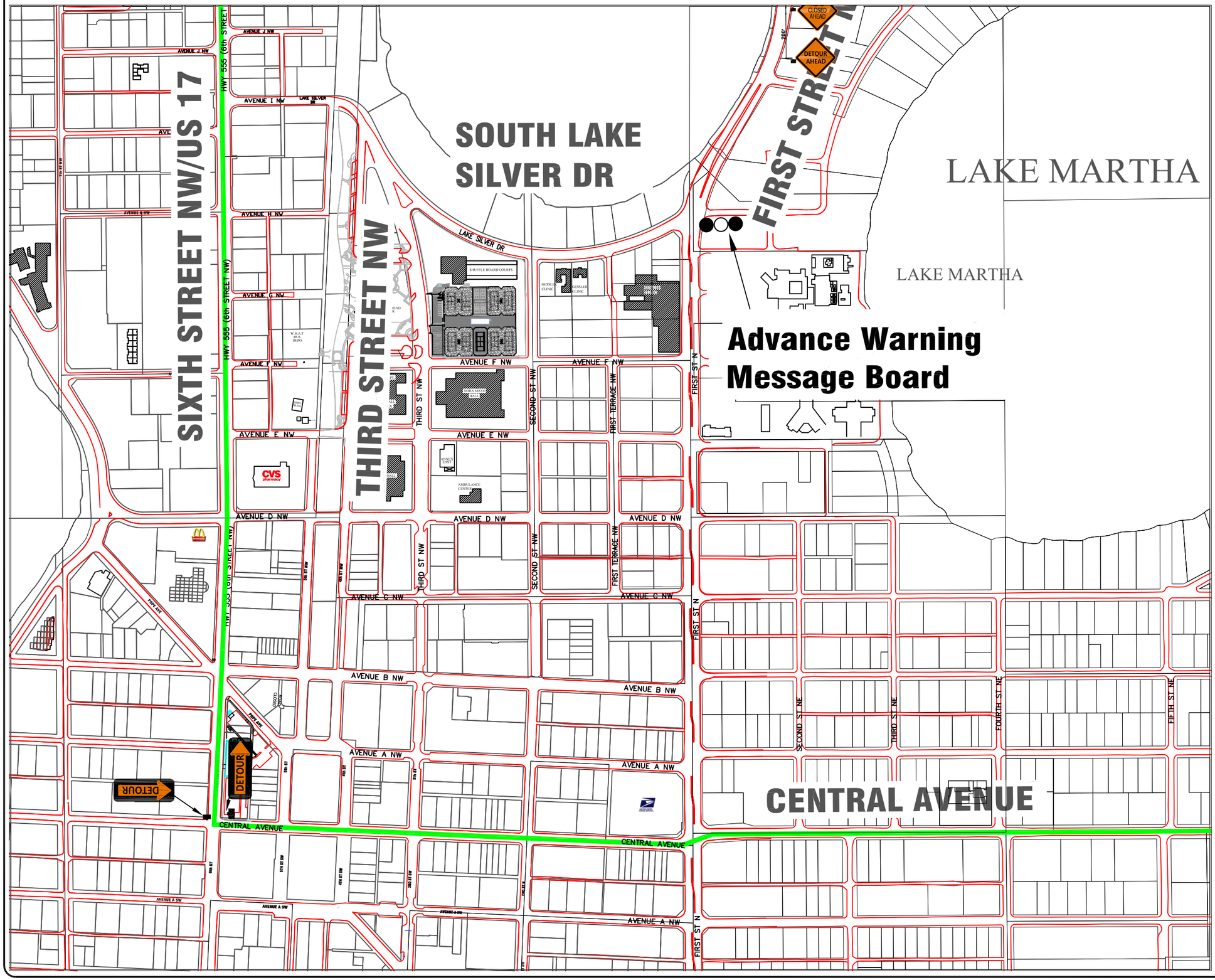
WINTER HAVEN
The Chain of Lakes City

ENGINEERING SERVICES DIVISION

PROJECT No.: 24-074-IH DATE: NOV. 27, 2024

Drawing: F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: Cover
Nov 27,2024.12:11pm

CONTINUED ON SHEET 3



CONTINUED ON SHEET 9

SCALE: 1"=400'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

JEWETT ALUMNI ASSOCIATION PARADE ROAD CLOSURE WILL STARTING AT INTERSECTION OF AVENUE O, NE AND 1ST St, NE AND WILL END AT THE INTERSECTION OF 7TH STREET, NE AND LAKE MAUDE PARK. AVE O, NE, 1ST St. NORTH, MLK BOULEVARD AND 7TH STREET, NE WILL BE CLOSED TO THRU TRAFFIC.

ROAD CLOSURE IS SCHEDULED TO BE FROM 8:00 A.M. TO 12:00 NOON SATURDAY DECEMBER 21.

CITY OF WINTER HAVEN POLICE ALONG WITH POLK COUNTY SHERIFF DEPARTMENTS WILL HAVE OFFICERS POSTED AT ALL CROSS STREETS.

		NO.	REVISION DESCRIPTION
DESIGNED	AH		
DRAWN	AH		
CHECKED	AH		
APPROVED	AH		
PROJECT NO.	24-074-H		
DATE	NOV. 2024		

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The Chain of Lakes City

ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

JEWEET ALUMNI PARADE M.O.T. PLAN

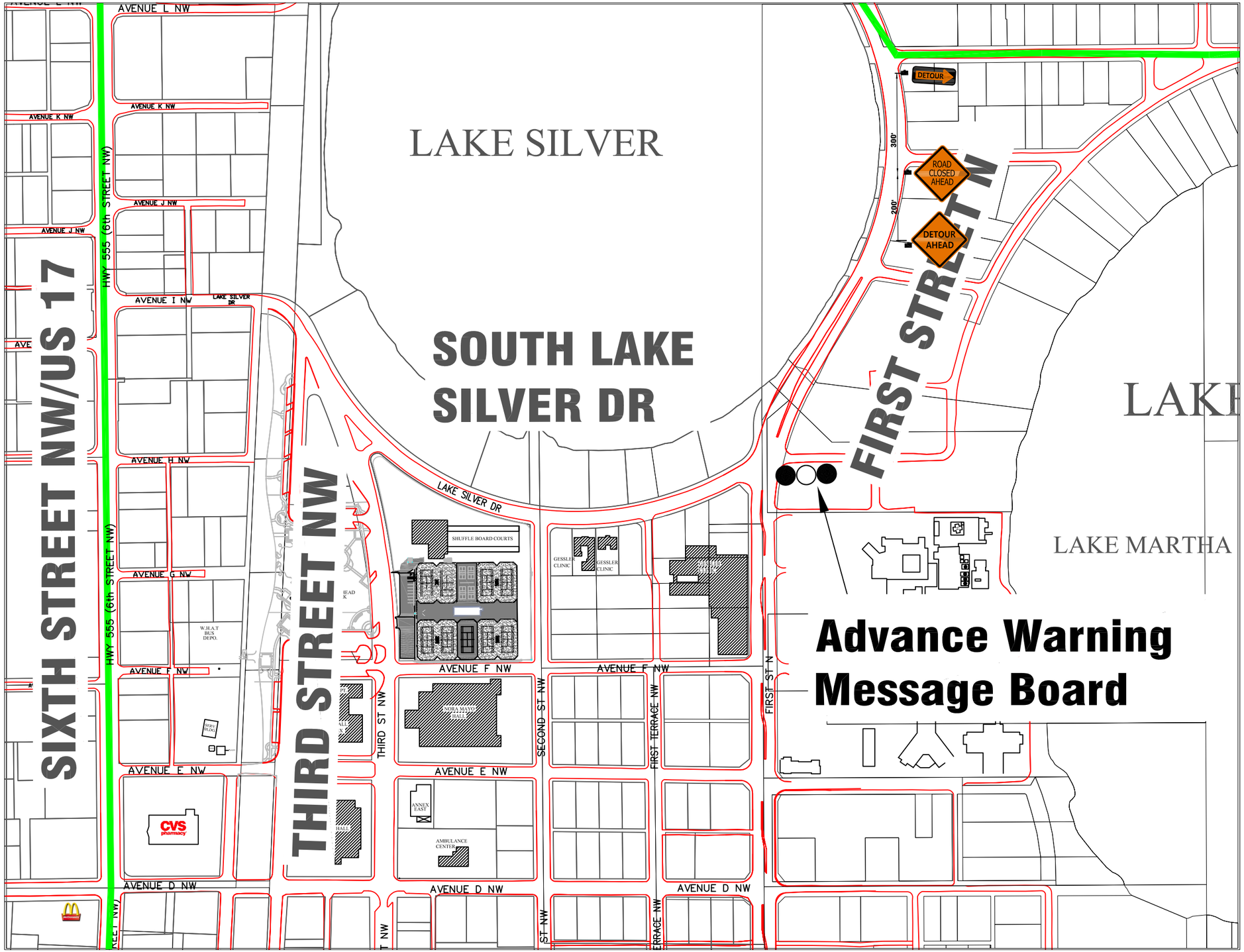
AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

2

Drawing: F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P2
Nov 27,2024.12:14pm

CONTINUED ON SHEET 4



SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

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		AH	AH	AH	AH	24-074	NOV. 2024

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CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

JEWETT ALUMNI PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

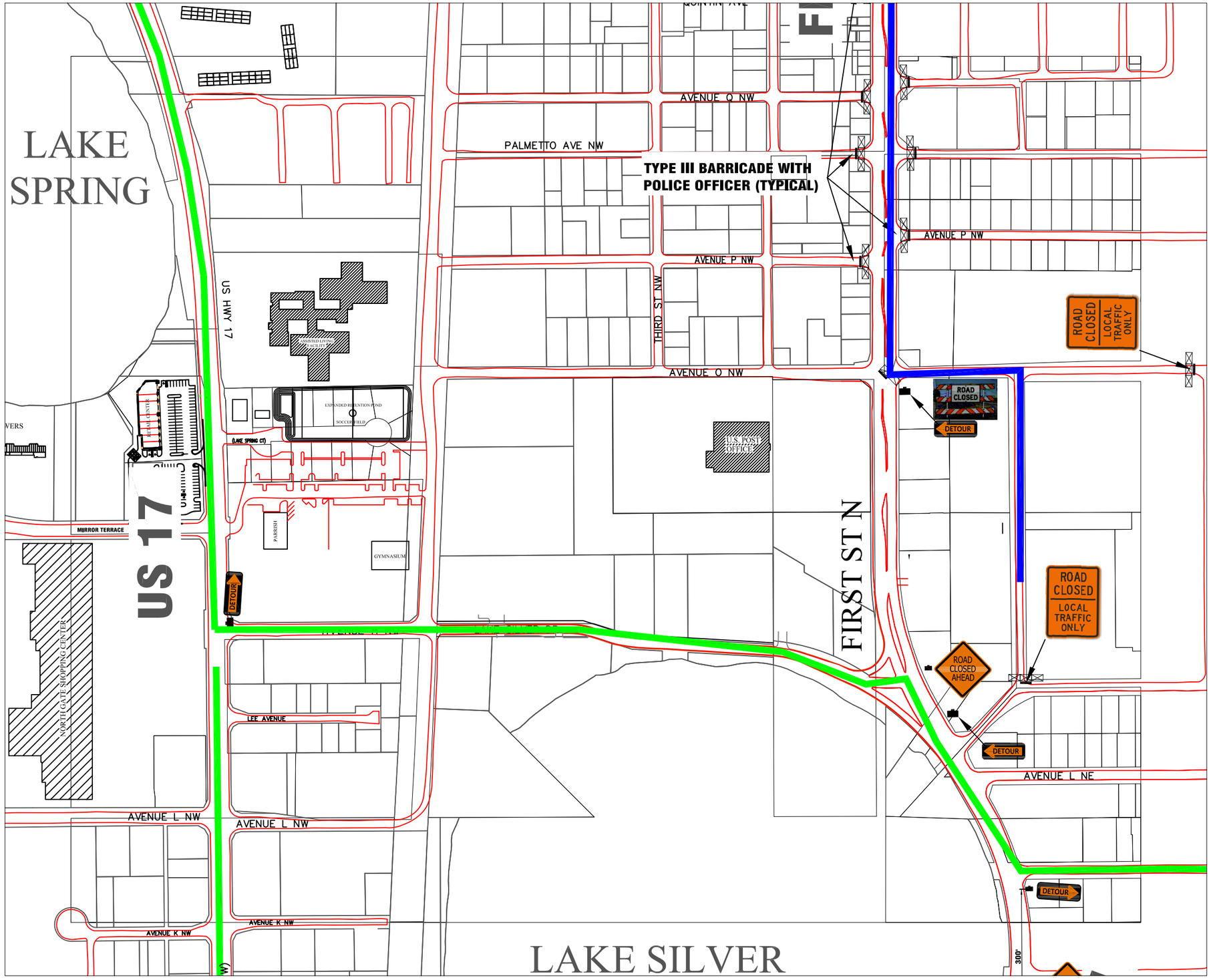
SHEET NO.

3

CONTINUED ON SHEET 2

Drawing:F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P3
Nov 27,2024,12:16pm

CONTINUED ON SHEET 5



CONTINUED ON SHEET 3

SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

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REVISION DESCRIPTION	NO.	DATE

DESIGNED AH
DRAWN AH
CHECKED AH
APPROVED AH
PROJECT NO. 24-074-H

WINTER HAVEN
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ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

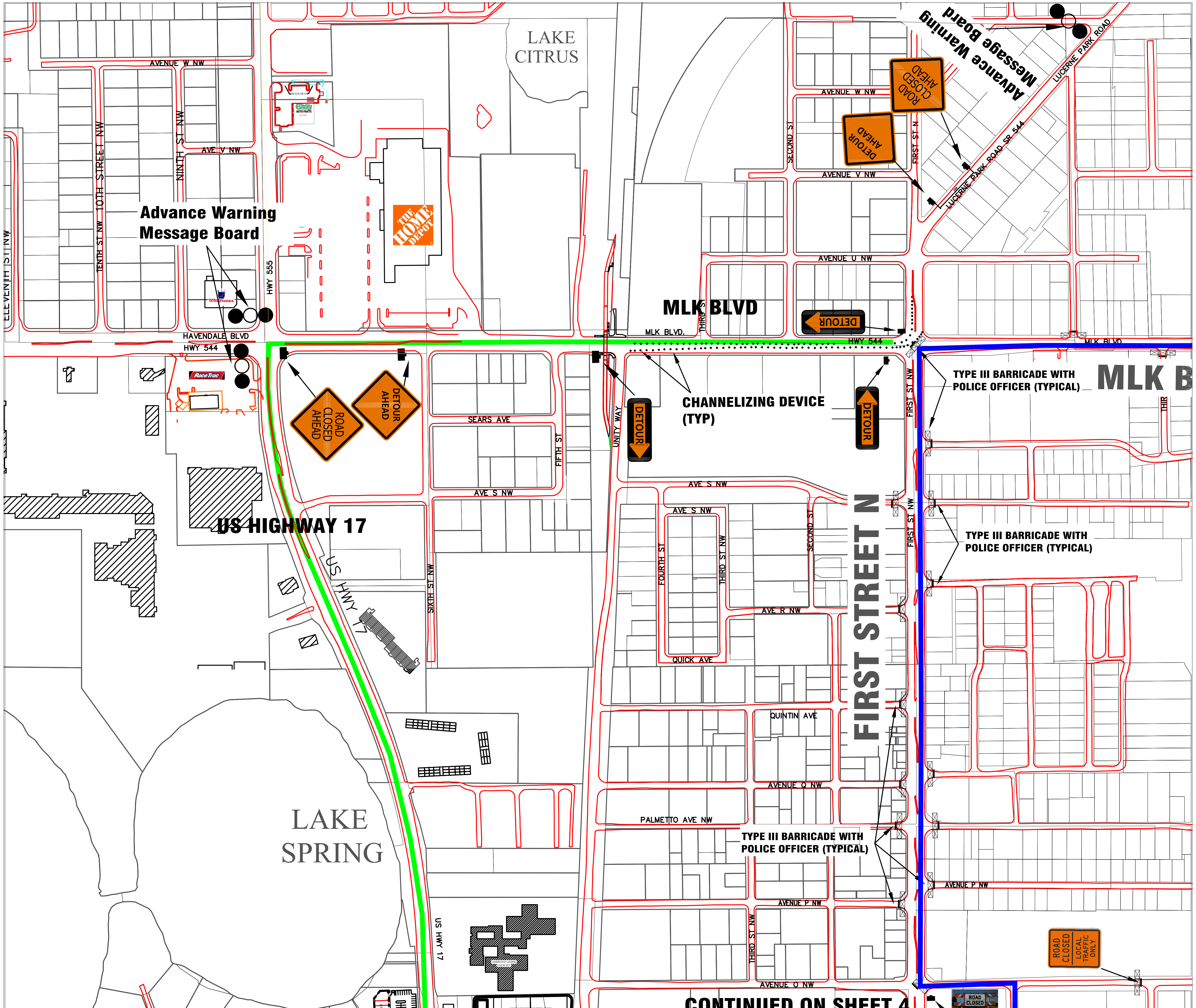
CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

JEWETT ALUMNI PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.
4

Drawing: F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P4
Nov 27,2024,12:16pm



CONTINUED ON SHEET 4

CONTINUED ON SHEET 6

SCALE: 1"=400'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

JEWETT ALUMNI ASSOCIATION PARADE ROAD CLOSURE WILL STARTING AT INTERSECTION OF AVENUE O, NE AND 1ST St, NE AND WILL END AT THE INTERSECTION OF 7TH STREET, NE AND LAKE MAUDE PARK. AVE O, NE, 1ST St. NORTH, MLK BOULEVARD AND 7TH STREET, NE WILL BE CLOSED TO THRU TRAFFIC.

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NO.	DATE NOV. 2024	REVISION DESCRIPTION

DESIGNED AH
DRAWN AH
CHECKED AH
APPROVED AH
PROJECT NO. 24-074-H
DATE NOV. 2024

WINTER HAVEN The Chain of Lakes City

ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

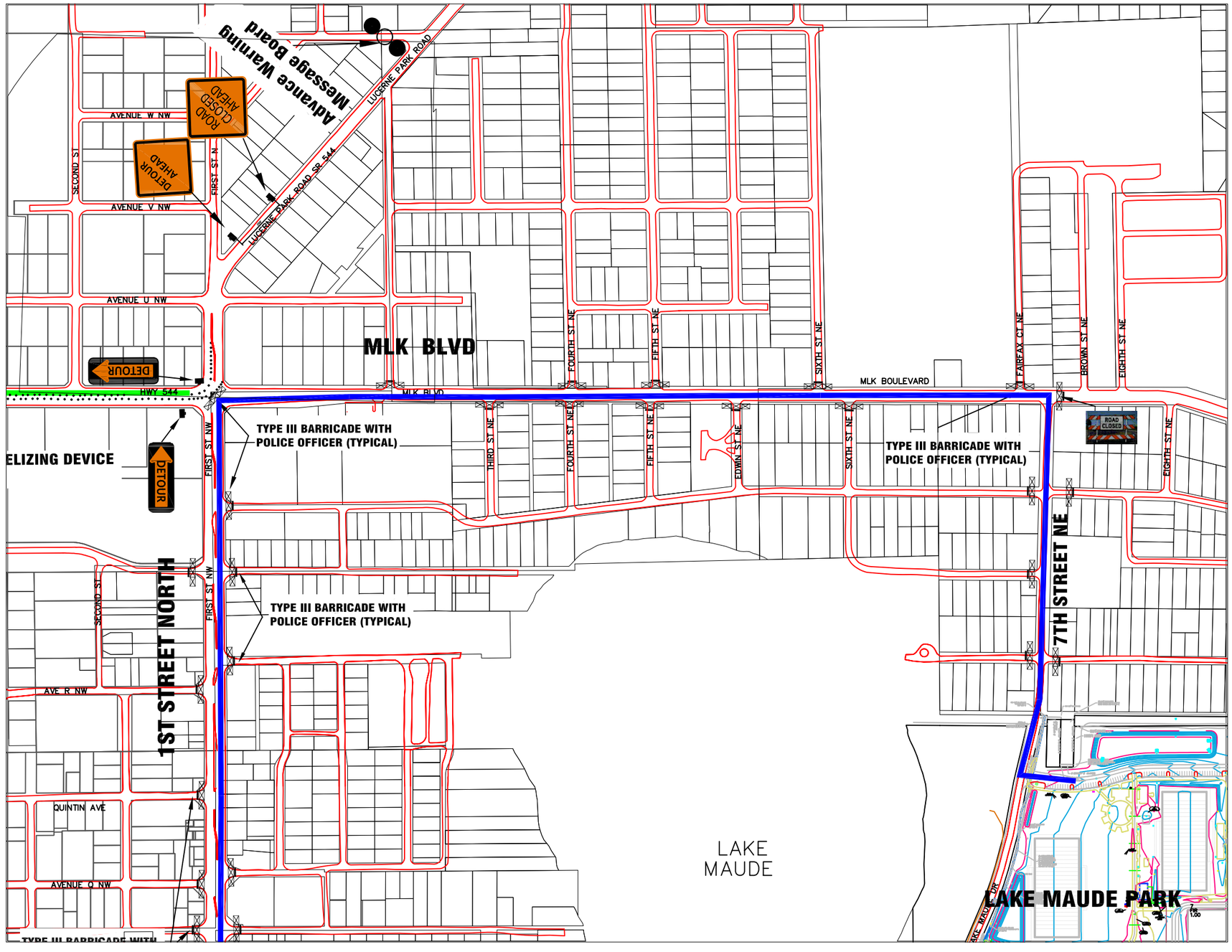
CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

JEWETT ALUMNI PARADE
M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.
5

Drawing: F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P5
Nov 27,2024.12:17pm



SCALE: 1"=400'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

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REVISION DESCRIPTION	NO.	
DESIGNED	AH	
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CHECKED	AH	
APPROVED	AH	
PROJECT NO. 24-074		
DATE NOV. 2024		

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CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

JEWETT ALUMNI PARADE M.O.T. PLAN

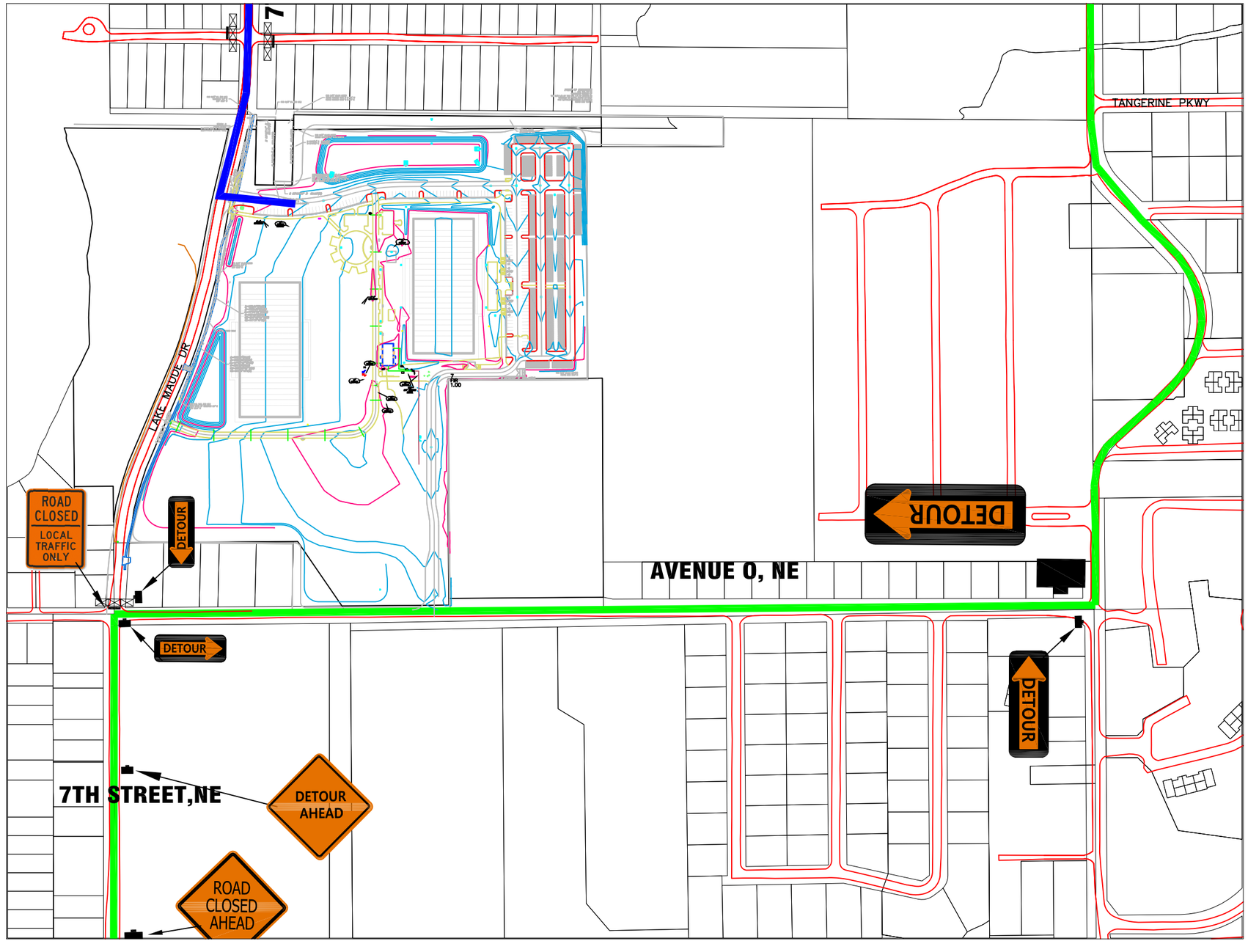
AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

6

Drawing: F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P6
Nov 27,2024.12:19pm

CONTINUED ON SHEET 6



CONTINUED ON SHEET 9

CONTINUED ON SHEET 6

SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

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NO.	REVISION DESCRIPTION	DESIGNED	DRAWN	CHECKED	APPROVED	PROJECT NO.	DATE
		AH	AH	AH	AH	24-074	NOV. 2024

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490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

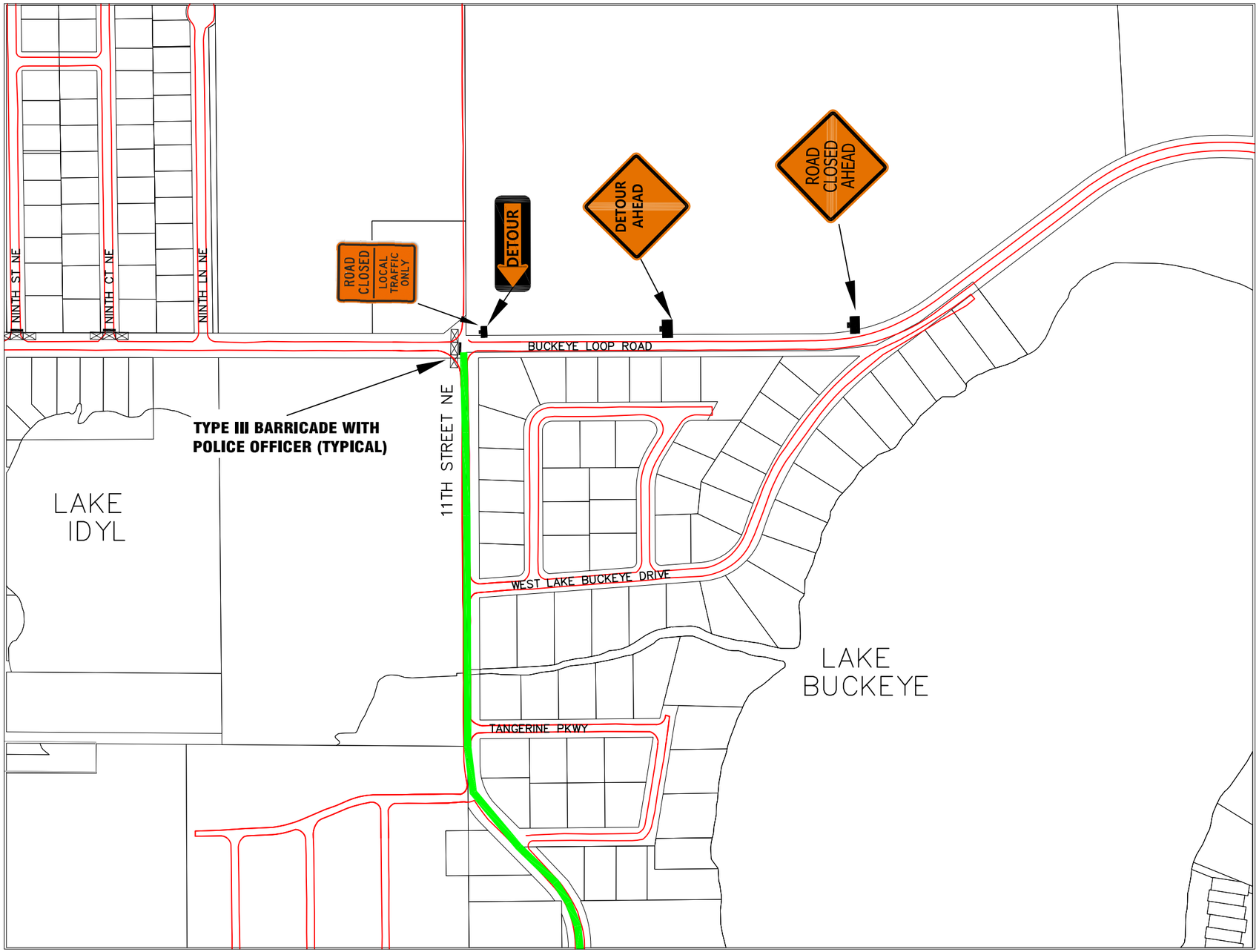
JEWETT ALUMNI PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

Drawing: F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P7
Nov 27,2024.12:23pm

CONTINUED ON SHEET 7



CONTINUED ON SHEET 9

SCALE: 1"=300'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

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DESIGNED AH
DRAWN AH
CHECKED AH
APPROVED AH
PROJECT NO. 24-074
DATE NOV. 2024

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CITY OF WINTER HAVEN
JEWETT ALUMNI PARADE ROUTE

JEWETT ALUMNI PARADE M.O.T. PLAN

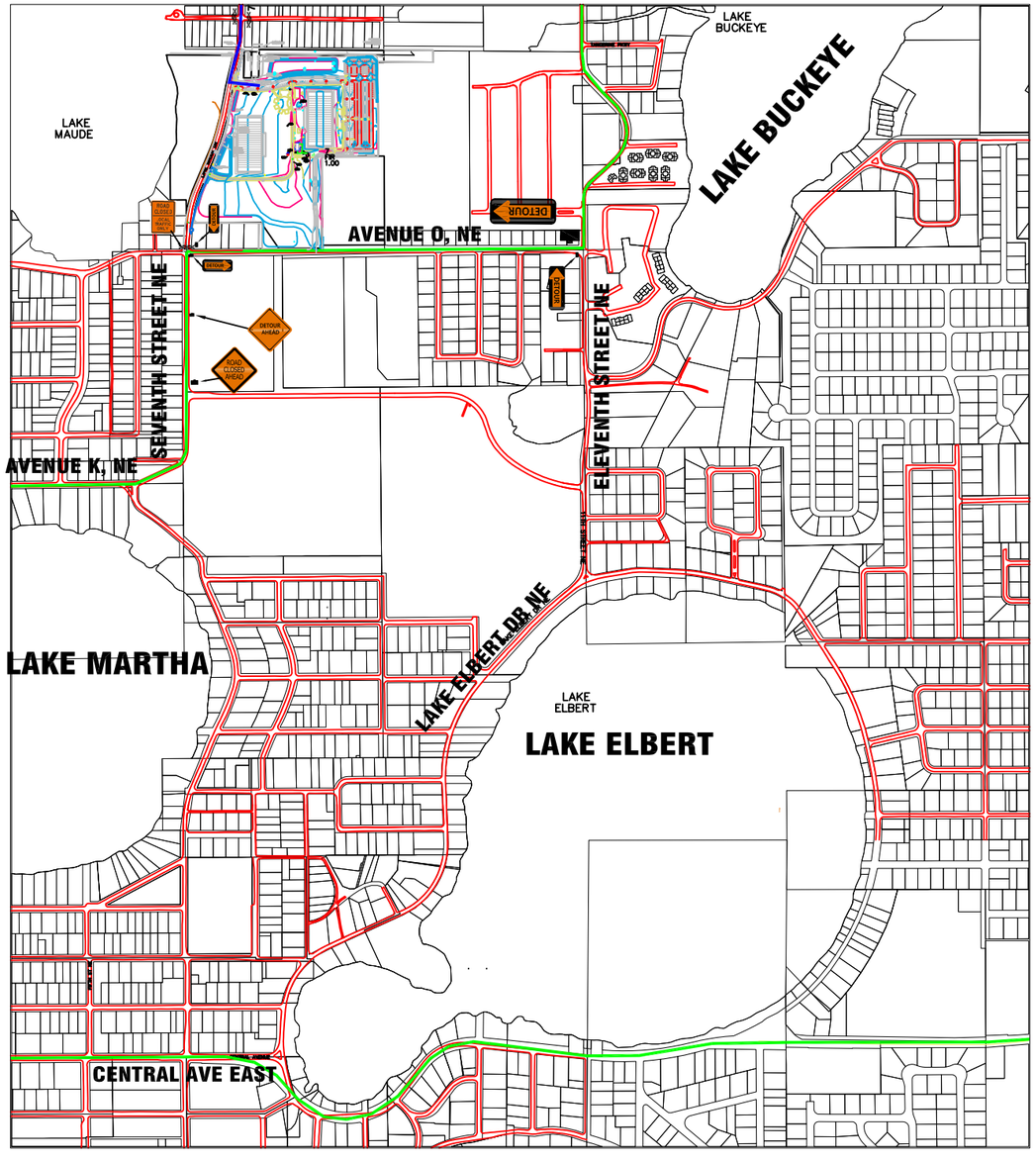
AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

Drawing:F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P8
Nov 27,2024.12:24pm

CONTINUED ON SHEET 8

CONTINUED ON SHEET 4



CONTINUED ON SHEET 2

N

SCALE: 1"1000'

LEGEND

- TYPE 3 BARRICADE
- TRAFFIC CONES
- MOT SIGN

NOTES:

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NO.	REVISION DESCRIPTION
DATE	NOV. 2024
PROJECT NO.	24-074
APPROVED	AH
CHECKED	AH
DRAWN	AH
DESIGNED	AH

WINTER HAVEN
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ENGINEERING SERVICES DIVISION
490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
JEWETT PARADE ROUTE

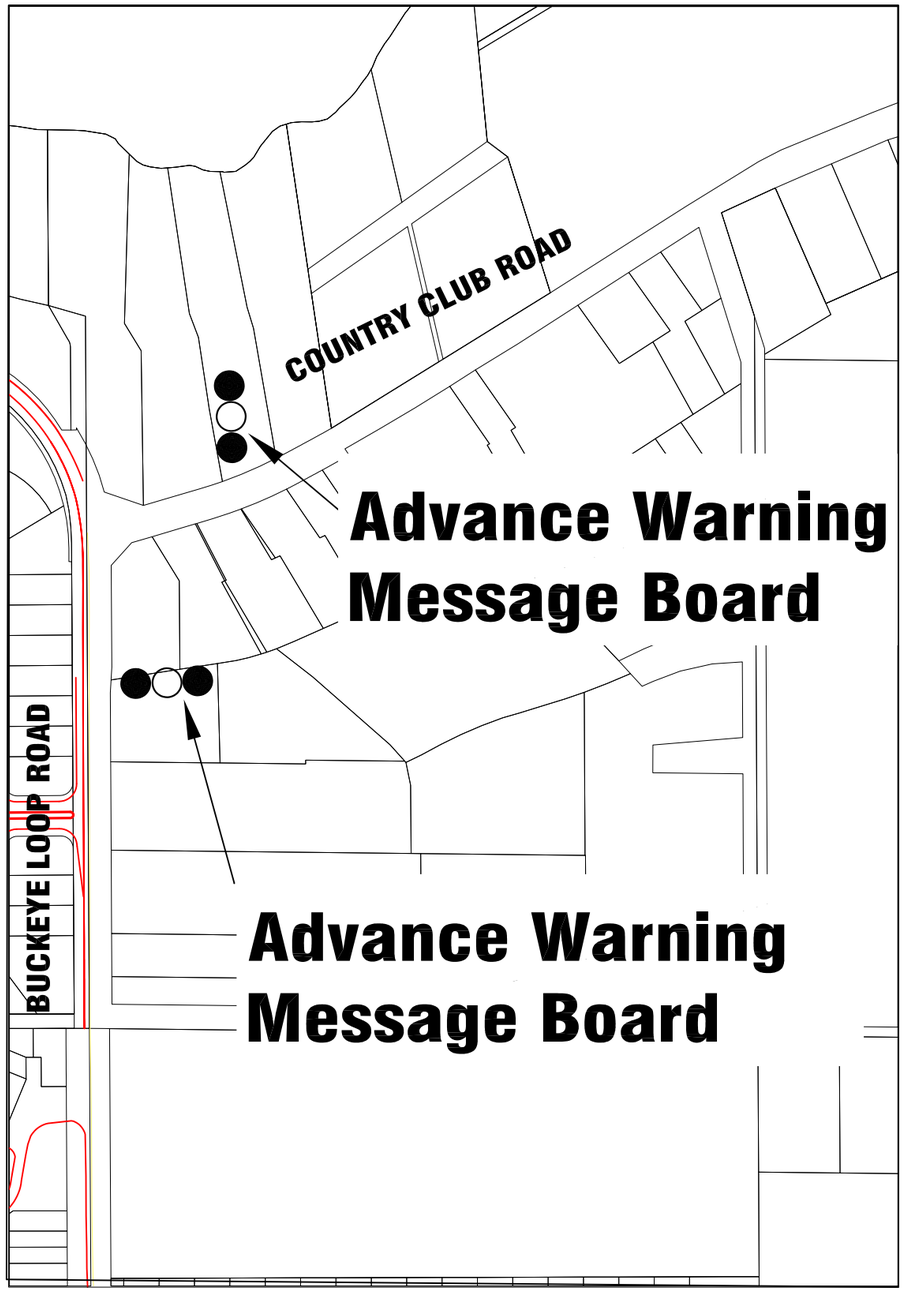
JEWETT ALUMNI PARADE M.O.T. PLAN

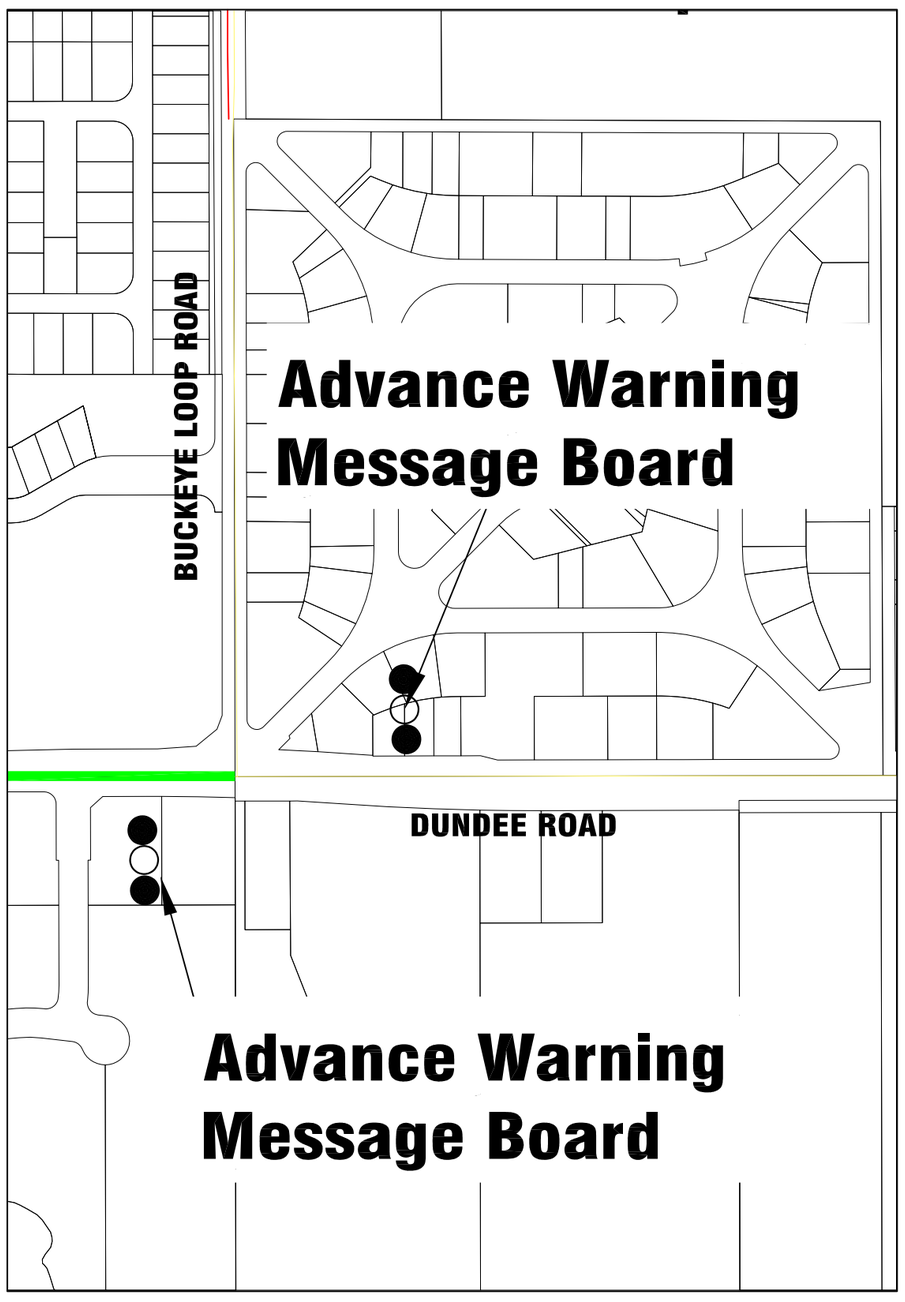
AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

9

Drawing:F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P9
Nov 27,2024.12:25pm





SCALE: NTS

LEGEND

	TYPE 3 BARRICADE
	TRAFFIC CONES
	MOT SIGN

NOTES:

JEWETT ALUMNI ASSOCIATION PARADE ROAD CLOSURE WILL STARTING AT INTERSECTION OF AVENUE O, NE AND 1ST St, NE AND WILL END AT THE INTERSECTION OF 7TH STREET, NE AND LAKE MAUDE PARK. AVE O, NE, 1ST St. NORTH, MLK BOULEVARD AND 7TH STREET, NE WILL BE CLOSED TO THRU TRAFFIC.

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DRAWN	AH		
CHECKED	AH		
APPROVED	AH		
PROJECT NO.	24-074		
DATE	NOV. 2024		

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490 THIRD STREET, N.W. WINTER HAVEN, FL. 33881 (863) 291-5850

CITY OF WINTER HAVEN
JEWETT ALUMNI PARADE ROUTE

JEWETT ALUMNI PARADE M.O.T. PLAN

AMIN A. HANHAN P.E.
FL. P.E. No. 68410

SHEET NO.

10

Drawing:F:\Engineering Drawings\In Progress\2021\21-083 Jewett Parade\24-074 Base from 21-083.dwg
Layout: MOT PLAN MLK PARADE ROUTE P10
Nov 27,2024.12:26pm

DATE: September 22, 2025

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: Nancy Hurley, Affordable Housing Compliance Manager

SUBJECT: Affordable Housing Advisory Committee (AHAC) Appointments

---

BACKGROUND

In accordance with F.S.420.9076(2), and the City of Winter Haven Affordable Housing Advisory Committee (AHAC) By-Laws, members shall be appointed by the governing body of the local government, including recommendations from the AHAC. Members of the AHAC, serve two-year terms, beginning January 1 and ending on December 31, and can be re-appointed.

On March 25, 2024, the City Commission approved the appointment of Dr. Andy Oguntola to the AHAC committee to serve a term through December of 2025. According to the AHAC By-Laws, Section VII-Attendance of Meetings, two (2) unexcused absences in a calendar year shall automatically disqualify that person from membership, as such, Dr. Oguntola was no longer eligible to serve

On May 29, 2025 Joey Hilliard submitted his letter of resignation from the AHAC.

The AHAC must have at least eight (8) but not more than eleven (11) members. With the vacation of the aforementioned seats, the City of Winter Haven AHAC currently has nine (9) members, including Commissioner Dantzler as an Elected Official. Staff has received two (2) applications from qualified applicants.

Tabitha Keith is the Director of Programs for Heart for Winter Haven and Bridget Engleman is the Executive Director of the Homeless Coalition of Polk County, Inc. Upon their appointment the AHAC will consist of the maximum eleven (11) members.

At their June 2, 2025 regular meeting, the AHAC considered the application made by Tabitha Keith and made a motion to accept her application and forward to the City Commission with a recommendation of approval.

At their September 15, 2025 regular meeting, the AHAC considered the application made by Bridget Engleman and made a motion to accept her application and forward to the City Commission with a recommendation of approval.

If appointed, Tabitha Keith will serve in the statutorily defined category of a citizen who is actively engaged as a not-for-profit provider of affordable housing and Bridget Engleman will serve in the category of a citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

FINANCIAL IMPACT

There is no financial impact associated with these appointments.

STRATEGIC PLAN ALIGNMENT

The appointment of committee members to serve on the AHAC is most closely aligned with the Quality of Life and Responsible Government strategic pillars.

RECOMMENDATION

Staff recommends that the City Commission appoint Ms. Tabitha Keith and Ms. Bridget Engleman to serve the remainder of two (2) year terms to commence immediately and to expire on December 31, 2026.

ATTACHMENTS

- Application from Tabitha Keith
- Application from Bridget Engleman

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Affordable Housing Advisory Committee

2) _____

3) _____

Name: Keith (Last) Tabitha (First) _____ (Middle)

Address: (Home) 3321 Queens Cove Loop Winter Haven, FL 33880

(Mailing) _____

(Office) 1951 8th St NW, St 100 Winter Haven, FL 33881

Phone: (Home/Cell) 863-356-2145 (Office) 863-291-6270

(Email) tabitha@heart4wh.org (Fax) _____

Employer: Heart for Winter Haven

Position: Director of Programs Years/Months: 4 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☑	No ☐
Are you a registered voter?	Yes ☑	No ☐
Do you own property in Winter Haven?	Yes ☑	No ☐
Are you currently serving on a City Board/Committee?	Yes ☐	No ☑
Have you ever served on a City Board/Committee?	Yes ☐	No ☑

- If yes, when and which Board(s)/Committee(s)? _____

Are you a City employee?	Yes ☐	No ☑
How long have you lived in Winter Haven?	Years/Months: 25 years	

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

I want to serve on Winter Haven's Affordable Housing Advisory Committee (AHAC) because I believe stable housing is the foundation for a thriving community. Too many families in our city struggle to find and keep safe, affordable homes, and I want to be part of the solution. Affordable housing isn't just about shelter—it impacts education, employment, financial security, and overall well-being. By serving on AHAC, I hope to help shape policies that remove barriers, create sustainable housing opportunities, and ensure families have the stability they need to build a better future.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

I have extensive experience addressing housing instability and poverty in Winter Haven through my leadership at Heart for Winter Haven, where I oversee programs that support individuals and families facing homelessness. I lead the Housing Partnership consortium, track homelessness across 20 public schools, and implement case conferencing strategies to connect families with resources. My work with Elevate and the ALICE Project has deepened my understanding of systemic barriers and the need for data-driven, collaborative solutions. With a background in program development, financial literacy education, and cross-sector partnerships, I am committed to shaping policies that expand access to affordable housing and promote long-term community stability.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

There are no inherent conflicts that would prevent me from using objective judgment on AHAC matters. However, I will remain mindful of potential areas such as my affiliation with Heart for Winter Haven, ensuring transparency if policies impact our programs. I will also balance advocacy with impartiality, focusing on broad community needs rather than specific initiatives. If any discussions involve partners or projects directly tied to my work, I would recuse myself as needed to maintain integrity and objectivity.

REFERENCES:

Name	Address	Phone
Brad Beatty	137 Lake Otis Rd	830-591-7735
Janet Turley	706 Adams Ave	863-224-0237
Darian Henne	2109 9th St SE	407-415-8440
Jonathan Winfree	56 Lake Link Cir SE	863-605-2363

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 03/07/2025

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Affordable Housing Advisory Committee

2) _____

3) _____

Name: Engleman Bridget
(Last) (First) (Middle)

Address: (Home) 2426 Canyon Crest Dr Lakeland Fl

(Mailing) _____

(Office) _____

Phone: (Home/Cell) 8633986581 (Office) _____

(Email) bridget@polkhomeless.org (Fax) _____

Employer: Homeless Coalition of Polk County

Position: Executive Director Years/Months: 4 years

Please answer the following: **Check (✔) one:**

Are you a city of Winter Haven resident?	Yes ☐	No ●
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ☐	No ●
Are you currently serving on a City Board/Committee?	Yes ●	No ☐
Have you ever served on a City Board/Committee?	Yes ●	No ☐
• If yes, when and which Board(s)/Committee(s)?	Polk County AHAC	
Are you a City employee?	Yes ☐	No ●
How long have you lived in Winter Haven?	Years/Months: _____	

Please state your reason for wanting to serve on a City Board(s)/Committee(s):

As the Executive Director of the Homeless Coalition of Polk County, I am writing to express my sincere interest in serving on your City Committee. I believe my experience, leadership, and dedication to community development would be a valuable asset to the committee's ongoing efforts.

Describe your background and qualifications for the Board(s)/Committee(s) to which you seek appointment?

Through my role, I have worked closely with diverse populations and community partners to address critical needs such as housing stability, economic development, and social services. I understand the importance of collaborative decision-making and data-informed strategies in shaping policies that impact our city. My participation would bring not only a deep understanding of community needs but also a strong commitment to equitable and sustainable outcomes.

Are there any potential conflicts, which would make it difficult for you to render objective judgment on questions, which come before the Board(s)/Committee(s) to which you seek appointment?:

None

REFERENCES:

Name	Address	Phone
Karen Caudle	Lakeland Fl	8636115808
Nancy Hurley	Lakeland Fl	8634093289
Annie L Gibson	Lakeland Fl	8636701072

Florida Statute 166.0442 permits the City of Winter Haven to apply a conditioned security-criminal background investigation and fingerprint requirement to all new and incumbent City appointees provided an ordinance and not mere policy is in place. Florida Statute 435.04 sets forth the means by which legally allowed level 2 background security checks and employment screenings with fingerprinting may be conducted.

1). Signature required if NOT submitting electronically: × _____ ***Date*** 06/12/2025

PLEASE EMAIL, MAIL, FAX, or DROP OFF THE COMPLETED APPLICATION
TO: Vanessa Castillo, MMC, City Clerk
The City of Winter Haven
P.O. Box 2277, Winter Haven, FL 33883-2277 ♦ 451 Third St., NW, Winter Haven, FL 33881
Office: 863.291.5627 ♦ Fax: 863.298-5293
vcastillo@mywinterhaven.com

DATE: September 23, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Purchase of Neptune Mach 10 Potable Water Meters

BACKGROUND

The City of Winter Haven utilizes Neptune 5/8-inch Mach-10 meters for residential potable and reclaim water services throughout the utility service area. On average, the Water Department installs or replaces about 400 to 500 meters monthly. With a current stock of 900 domestic and 470 reclaim meters the inventory will be depleted by December 2025. The purchase of 2,898 domestic water meters will be delivered in two shipments prior to exhausting the existing inventory, providing sufficient supply to support the meter change-out program through the middle of Fiscal Year 2025/2026.

Ferguson Waterworks is an approved Sole Source for the purchase of Neptune water products, AMR and AMI system products including maintenance and software updates.

FINANCIAL IMPACT

The total cost for the Neptune Mach 10 meters is $999,810.00 which is charged to the Utilities Inventory account 402-141-101. When the meters are placed into service the expenditure is distributed to account 402-08-919-5218 where ample funds are budgeted each fiscal year.

STRATEGIC PLAN ALIGNMENT

- This routine action is associated with normal operations of the City and is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Infrastructure Pillar.

RECOMMENDATION

Staff recommends City Commission approve the purchase of Neptune, Mach 10, potable meters from Ferguson Waterworks in the amount of $999,810.00 and authorize the City Manager or his designee to execute related documents and take any further actions necessary and incidental thereto.

ATTACHMENT

- Ferguson Waterworks, Bid No B585221

FERGUSON WATERWORKS

FEI_WINTER HAVEN,FL WATERWORKS
#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948
Phone: 863-401-2764
Fax: 863-291-4240

Deliver To:
From: **Tyler Stargel**
tyler.stargel1@ferguson.com
Comments:

09:19:20 SEP 23 2025

FEL-WINTER HAVEN, FL WW
Price Quotation
Phone: 863-401-2764
Fax: 863-291-4240

Bid No: B585221
Bid Date: 09/23/25
Quoted By: TDS

Cust Phone: 863-291-5678
Terms: NET 10TH PROX

Customer:
CITY OF WINTER HAVEN
PO BOX 2277
CENTRAL STORES
WINTER HAVEN, FL 33883

Ship To:
CITY OF WINTER HAVEN
401 6TH STREET SW
CENTRAL STORES
WINTER HAVEN, FL 33880

Cust PO#:

Job Name: METER CHANGEOUT PRGM

Item	Description	Quantity	Net Price	UM	Total
NEU1B2G1B1A	5/8X3/4 MACH 10 2.0 R900I GAL MTR	2898	345.000	EA	999810.00

Net Total:	$999810.00
Tax:	$0.00
Freight:	$0.00
Total:	$999810.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=44&on=62580

DATE: September 30, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Wastewater Treatment Plant #3, Emergency Sludge Dewatering agreement with Synagro South, LLC

BACKGROUND

The City of Winter Haven's Wastewater Treatment Plants use a belt press system to process biosolids for disposal at a composting facility. The mechanical device is a dewatering belt press that uses gravity and pressure to squeeze water from wastewater sludge between two tensioned filter belts. This process transforms the sludge from a liquid into a solid "cake" material suitable for shipping to a qualified landfill.

The process relies on Variable Frequency Drives (VFDs), which communicate between system components and adjust motor speed and torque to optimize each dewatering stage—from feeding and chemical conditioning to thickening and pressing the sludge. These VFDs have failed or are on the verge of failure, making it difficult to control the system and achieve the required product. The Water Department is currently having the belt press system evaluated and is working on the necessary repairs.

In the interim, the Water Department has requested a proposal from Synagro South, LLC to provide a mobile dewatering centrifuge with the ability to process up to 120,000 gallons of sludge per day for approximately two weeks while repairs to the belt press are being completed. Synagro's ability to respond quickly from its local facilities in Florida will provide the essential dewatering needs while repairs are being completed. The Water Department has requested an Emergency Purchase Justification on September 30, 2025 in the amount of $71,000.00 to expedite the mobilization and begin the dewatering process.

FINANCIAL IMPACT

The estimated total cost for two weeks of dewatering by Synagro is $71,000.00. The unanticipated cost is not budgeted in Fiscal Year 2025-2026, but will be accounted for in 402-08-316-4401.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure

- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.

RECOMMENDATION

Staff recommends the City Commission retro-actively approve and ratify the Emergency Purchase Justification to Synagro South, LLC and authorize the City Manager or his designee to take any further actions necessary and related thereto.

ATTACHMENTS

- Synagro, Emergency Purchase Justification-WWTP#3
- Synagro Proposal Mobile Centrifuge Rental (9-26-2025)

EMERGENCY PURCHASE JUSTIFICATION

If the emergency requires **immediate** action the user Department/Division is authorized to proceed and advise Procurement of action taken. This form must be submitted with the related paperwork (sales ticket, bill, delivery slip receipts, etc.) by the close of business of the next business day following the emergency. The emergency purchase of goods and/or services is defined as **any purchase made in response to a requirement for goods and/or services in which a delay would adversely affect the public health or safety of the citizens of the City as well as any immediate repairs that are needed to prevent further damage to public property, machinery, or equipment.**

Department/Division: Water Department, Wastewater (316)

Date and Location of **Emergency**: 9/26/2025, WWTP#3

Emergency Purchase vendor: Synagro, Baltimore, MD

Describe **Emergency** and action taken: Synago will provide a mobile centifuge, operator and power supply if necessary to dewater the sludge/biosolids at WWTP#3. It is estimated that the dewatering of approximatly 120,000 gal/day of sludge will need to be processed five (5) days a week for two (2) weeks while repairs can be made to the belt press.

Mobilization = $2,000, Dewatering = $54,000, Generator (if necessary) = $15,000.

Subsequent repairs needed: Repairs to the conveyor belt and electical and VFD's for pump communications. A contractor is visitng the site on 9/30/25 to prepare and quote for repairs.

Total cost or estimated cost of **Emergency Purchase** $: 71,000.00

Charge to ACCOUNT CODE: 402-08-316-4401

Additional Quotes (if any): N/A

David Nicholson	9/26/25	[signature]	9/30/2025
Requestor Name - printed	Date	Division/Department Director Approval	Date
		Bethany Owen	9.30.25
		Procurement Approval	Date
		CJ Scott	9.30.25
		Finance/Budget Approval	Date
		[signature]	9.30.25
		City Manager Approval	Date

Prepare fact sheet for City Commission ratification.

Jm

435 Williams Court, Suite 100
Baltimore, MD 21220
www.synagro.com

SEPTEMBER 26, 2025

City of Winter Haven
2746 Motor Pool Rd.
Winter Haven, FL 33880 via email:dnicholson@mywinterhaven.com
Attn: Mr. David Nicholson

Re: City of Winter Haven Mobile Centrifuge Dewatering Pricing Plant #3

Dear Mr. Nicholson,

Synagro South, LLC (Synagro) is pleased to offer the City of Winter Haven the following proposal to centrifuge dewater your wastewater sludge from the City's wastewater treatment plant #3.

Synagro is uniquely positioned to work with the City of Winter Haven as the only biosolids management company in Florida who operates a fleet of mobile centrifuge dewatering trailers to handle the volume of wastewater sludge processing along with composting facilities to sustainably repurpose the dewatered cake. Synagro has been in business for over 30 years and is the largest municipal biosolids management company in the country with over 700 municipal customers in 48 states. This includes over 35 contracts with municipalities throughout the State of Florida. We provide various residual management services, including sludge holding tanks cleaning, retention pond and lagoon dredging and mobile centrifuge dewatering of sludge. We offer these services to water and wastewater treatment plants and have extensive equipment and personnel resources to perform the City's needs for biosolids management.

Mobile Centrifuge Scope of Work:

Synagro will provide the following resources to accomplish this work:

- One (1) Mobile Centrifuge and Operator (as many days needed, 10 hours/day)
- One (1) Road Tractor and CDL Driver
- Sufficient Polymer for sludge solidification
- Pumps, hoses, fittings and safety equipment to conduct dewatering
- Power for running centrifuge 250 kW portable generator, if needed, if power not provided by plant

We ask the City to provide the following;

- Sufficient workspace for the proposed activities and uninterrupted access to the work area during operations
- A minimum of 500,000 gallons of wastewater sludge per event, accessed by a 4-inch camlock fitting outlet within 50 feet of our equipment
- Fresh water source (2" connection, 140 gpm at 60 psi) within 50 feet of our equipment
- Access to manway or lift station to be used for centrate return within 50 feet
- Power for running centrifuge (250 amps, 480 volts, 3-phase) electrical connection within 50 feet of our equipment; or a portable generator (150 kW).
- Staging of necessary number of roll-off boxes to convey sludge cake into (3 to start)
- Hauling and disposal of dewatered cake (est 19% solids) to landfill (3 boxes per day)

Pricing:

Dewatering of wastewater sludge based on the % solids of the in-feed sludge and volume of sludge to dewater:

- **Dewatering** of Sewage Cake Sludge = **4.5 cents per gallon** (100k to 120k gallons/day)
- **Mobilization Fee** for Equipment, Operator = **$2,000 / service**
- Generator mobilization and rental = $1,500/day, if needed

This proposal is delivered in good faith and we are prepared to enter into a mutually acceptable contract. Please note that this proposal is based on Synagro's standard terms and conditions and shall be strictly non-binding upon Synagro until all parties negotiate and execute a binding contract. This proposal shall not obligate Synagro to negotiate an agreement and any of the terms of the contract shall be subject to Synagro's approval, at its discretion.

If you have any questions or comments regarding this proposal or we can be of further assistance, please contact me at 813-495-1060. Thanks again for an opportunity to offer our services and value to the City of Winter Haven. We look forward to working together.

Sincerely,

Mark W. Bombard September 30, 2025
Water Department Assistant Director

Curt DeBrunner

Curt DeBrunner
Area Sales Manager

Mark W. Bombard September 30, 2025
Water Department Assistant Director

DATE: September 29, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charlie Bird, Assistant City Manager – Public Safety

FROM: Brittany Hart, Public Works Director
Vance Monroe, Chief of Police
Greg Goreck, Deputy Chief of Police

SUBJECT: Purchase of Thirty-Three (33) Police Vehicles via Cocoa Ford Inc.

BACKGROUND

The Police Department has identified thirty vehicles scheduled for replacement in FY 25/26, along with three additional vehicles to be added to the fleet in support of new positions. The vehicles slated for replacement are no longer operationally efficient, and their replacement is necessary to ensure the Department can continue serving the community effectively, efficiently, and safely.

To secure competitive pricing and expedite delivery, staff requested quotes for these vehicles from Cocoa Ford Inc. through a General Piggyback Purchasing Agreement with the School Board of Brevard County, Florida, awarded via ITB-24-0217-B-HD.

The following vehicles are to be replaced with Ford F-150 Responders at a purchasing cost of $62,485.85 each.

1) Vehicle # 2331 – 2019 Dodge Charger
2) Vehicle # 2341 – 2019 Dodge Charger
3) Vehicle # 2371 – 2019 Dodge Charger
4) Vehicle # 2700 – 2019 Dodge Charger

The following vehicles are to be replaced with Ford Escapes with a purchasing cost of $31,597.18 each.

1) Vehicle # 1150 – 2016 Ford Fusion
2) Vehicle # 1241 – 2016 Ford Fusion
3) Vehicle # 1261 – 2015 Chevy Impala
4) Vehicle # 1281 – 2016 Ford Fusion
5) Vehicle # 1331 – 2015 Chevy Impala

6) Vehicle # 1361 – 2015 Chevy Impala
7) Vehicle # 1371 – 2015 Chevy Impala

The following vehicles are to be replaced with Ford PIU Explorers. The three additions to the fleet, will also be Ford PIU Explorers, with 22 total Explorers being purchased at a cost of $57,648.00 each.

1) Vehicle # 1431 – 2018 Dodge Charger
2) Vehicle # 1481 – 2018 Dodge Charger
3) Vehicle # 1651 – 2018 Dodge Charger
4) Vehicle # 1661 – 2018 Dodge Charger
5) Vehicle # 1681 – 2018 Dodge Charger
6) Vehicle # 1781 – 2018 Dodge Charger
7) Vehicle # 2002 – 2019 Dodge Charger
8) Vehicle # 2012 – 2018 Dodge Charger
9) Vehicle # 2022 – 2019 Dodge Charger
10) Vehicle # 2032 – 2019 Dodge Charger
11) Vehicle # 2042 – 2019 Dodge Charger
12) Vehicle # 2052 – 2019 Dodge Charger
13) Vehicle # 2062 – 2019 Dodge Charger
14) Vehicle # 2072 – 2019 Dodge Charger
15) Vehicle # 2082 – 2019 Dodge Charger
16) Vehicle # 2092 – 2019 Dodge Charger
17) Vehicle # 2111 – 2017 Ford Taurus
18) Vehicle # 2301 – 2019 Dodge Charger
19) Vehicle # 2311 – 2019 Dodge Charger
20) New Addition
21) New Addition
22) New Addition

FINANCIAL IMPACT

The total cost for all thirty-three vehicles is $1,739,379.66. Of this amount, $1,507,052.86 will be funded through the Capital Depletion Fund program for the replacement vehicles. The remaining $232,326.80 will be covered by available funds within the Police Department's operating budget, detailed to support both the replacements and the additional vehicles.

STRATEGIC PLAN ALIGNMENT

This is a routine purchase associated with normal operations of the city not specifically defined as a goal or strategy within the Strategic Plan. However, it aligns with the strategic pillars of Community Safety and Responsible Government

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager or his designee to approve the purchase of the thirty-three vehicles as outlined above, to issue a purchase order in the amount of $1,739,379.66 to Cocoa Ford Inc and take any additional action necessary thereto.

ATTACHMENTS

- Cocoa Ford – Ford F-150 Responder Quote
- Cocoa Ford – Ford Escape Quote
- Cocoa Ford – Ford PIU Explorer Quote

REFERENCE

General Piggyback Purchasing Agreement – Cocoa Ford



COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

QUOTE

Friday, September 26, 2025
DATE

PURCHASER'S NAME

Winterhaven Police Department

STREET ADDRESS

CITY | **STATE** | **ZIP** | **BUS PHONE**

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2026	FORD	F150	RESPONDER	TBD	XL	
VIN NO.		**MILES**		**SALES REP**	KANE ROBBINS	

PRICE	$52,234.00	*TRADE-IN INFORMATION*		
GOVERNMENT PRICE CONCESSION	$3,500.00	MAKE OF USED VEHICLE		
FVS UPFIT-ATTACHED	$12,683.15	YEAR		
Window Tint	$375.00	MODEL		
		VEHICLE IDENT. NO.		
BED COATING	$470.00	MILEAGE		
		TRADE VALUE		
DELIVERY	$223.70			
SUBTOTAL	$62,485.85	*FLEET SALES INFORMATION*		
ELECTRONIC FILING FEE	$0.00	ORDERING FIN	QB539	
DOCUMENTATION FEE	$0.00	END USER FIN	QB539	
FLORDIA SALES TAX 6% + 50	$0.00	SALES TYPE		
	$0.00	GPC DISCOUNT	-3500	
	$0.00	GPC REF #		
	$0.00	56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE HARD PLATE	$0.00	56M DISCOUNT		
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #		
TOTAL PRICE	$62,485.85	**TAX EXEMPT #**		
CASH DOWN PAYMENT	$0.00			
REBATE	$0.00	**REGISTER TO :**		
TOTAL DOWN PAYMENT	$0.00			
UNPAID CASH BALANCE DUE ON DELIVERY	**$62,485.85**			

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY: _____
PURCHASER'S SIGNATURE
DATE 9/26/2025

ACCEPTED BY: _____
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 9/26/2025

WINTER HAVEN
F150 RESPONDER



FRONTLINE
VEHICLE SOLUTIONS

THE FRONTLINE DIFFERENCE:

ALL EQUIPMENT TO BE COMPLETED BY AN EVT CERTIFIED TECHNICIAN

LIGHTING IS TRI-COLORED:

THIS SYSTEM ALLOWS THE DEPARTMENT TO CHANGE LIGHTING COLORS WITHOUT REPLACING COMPONENTS. IT ALSO ENABLES THE VEHICLE TO BE REPURPOSED FOR USE BY A PUBLIC SERVICE AGENCY OR FIRE DEPARTMENT AND SUPPORTS PROGRAMMING FOR ADDITIONAL FEATURES SUCH AS SCENE LIGHTING AND AUXILIARY BRAKE LIGHTS. ****APPLICABLE TO FEDERAL SIGNAL LIGHTING PACKAGES. OTHER PACKAGES MAY VARY.***

CONNECTIONS ARE CRIMPED, SOLDERED, AND HEAT SHRINK WRAPPED:

THIS ENSURES A SECURE CONNECTION AT EVERY JOINT. ALL JOINTS ARE MINIMIZED DURING A PREPLANNED WIRE LAYOUT MEETING WITH FVS TECHNICIANS.

WIRING IS PROTECTED:

ALL ENVIRONMENTALLY EXPOSED WIRE IS PROTECTED BY AN ABRASION RESISTANT CLOTH BRAIDED LOOM. FOLLOWING OEM STANDARDS AND ROUTING, FVS WIRING WILL FOLLOW OEM WIRING WHEN POSSIBLE. INTERIOR WIRING IS CLOTH TAPED AND ALSO LOOMED WHEN AROUND SHARP AREAS.

WIRING AND LIGHTING WILL HAVE CONNECTORS:

ANY WIRING OR LIGHTING PLACED IN AREAS WHERE PANELS OR PARTS CAN BE REMOVED SUCH AS HATCH PANELS, BUMPERS AND PUSH BUMPERS, WILL HAVE A WEATHERPROOF MOLEX CONNECTOR INSTALLED.

WIRING WILL BE COLOR-CODED AND LABELED:

ALL OUR WIRING IS COLOR-CODED WITH PRINTED LABELS (EVERY 6”) AND WILL BE USED THROUGHOUT FOR EASE OF TROUBLESHOOTING.

PRINTED REPORTS OF FUNCTIONS:

EACH VEHICLE WILL RECEIVE A WIRING DIAGRAM ALONG WITH A CONTROLLER PIN-OUT REPORT, DETAILING THE OUTPUTS CONTROLLING EACH LIGHT HEAD AND ITS CORRESPONDING COLOR/LABEL. VEHICLES ALSO RECEIVE A CONTROLLER FUNCTION REPORT SHOWING WHAT EACH BUTTON DOES, AND HOW IT FUNCTIONS. THIS ALSO APPLIES TO ANY OEM STEERING WHEEL BUTTONS IF APPLICABLE. DEPARTMENT TO RECEIVE A FOLDER WITH ALL RELEVANT PRINTOUTS. THIS DOCUMENTATION ENSURES CONSISTENCY ACROSS BUILDS AND HELPS MAINTAIN UNIFORMITY IN ALL VEHICLES.

**THESE ITEMS WILL BE ACCESSED VIA A PRINTED QR CODE IN THE VEHICLE DOOR JAMB (COMING SOON).*

THE FRONTLINE DIFFERENCE:

VEHICLE EQUIPMENT:

ALL EQUIPMENT TO BE CONNECTED TO A RESETTABLE CIRCUIT BREAKER. ALL INDIVIDUAL EQUIPMENT IS TO BE RUN TO A FUSE BLOCK WITH LABELS. ALL WIRING TO BE GXL TYPE, COLOR-CODED, LABELED, AND RATED AT A MINIMUM 125% OF MAX LOAD.

VEHICLE LIGHTING PROGRAM CHANGES:

INCLUDED WITH THE BUILD IS A ONE-TIME PROGRAMMING CHANGE VISIT. THIS WILL ALLOW THE DEPARTMENT TO TEST THE VEHICLE AND MAKE ANY LIGHTING FUNCTION CHANGES.

VEHICLE ADD-ONS:

FVS WILL INSTALL ANY RADIO, CABLING, ANTENNAS, GPS ANTENNAS OR RADAR CABLES AT NO EXTRA CHARGE IF PROVIDED BY THE DEPARTMENT AT TIME OF THE BUILD. CAMERA SYSTEM INSTALL IS $150 FLAT FEE PLUS COST OF EQUIPMENT IF PURCHASED BY FVS.

GRAPHICS AND WINDOW TINT ARE AVAILABLE AT NO UPCHARGE COST IF USING FVS VENDOR. DEPARTMENT WILL MEET WITH GRAPHICS COMPANY TO DESIGN ONE-ON-ONE.

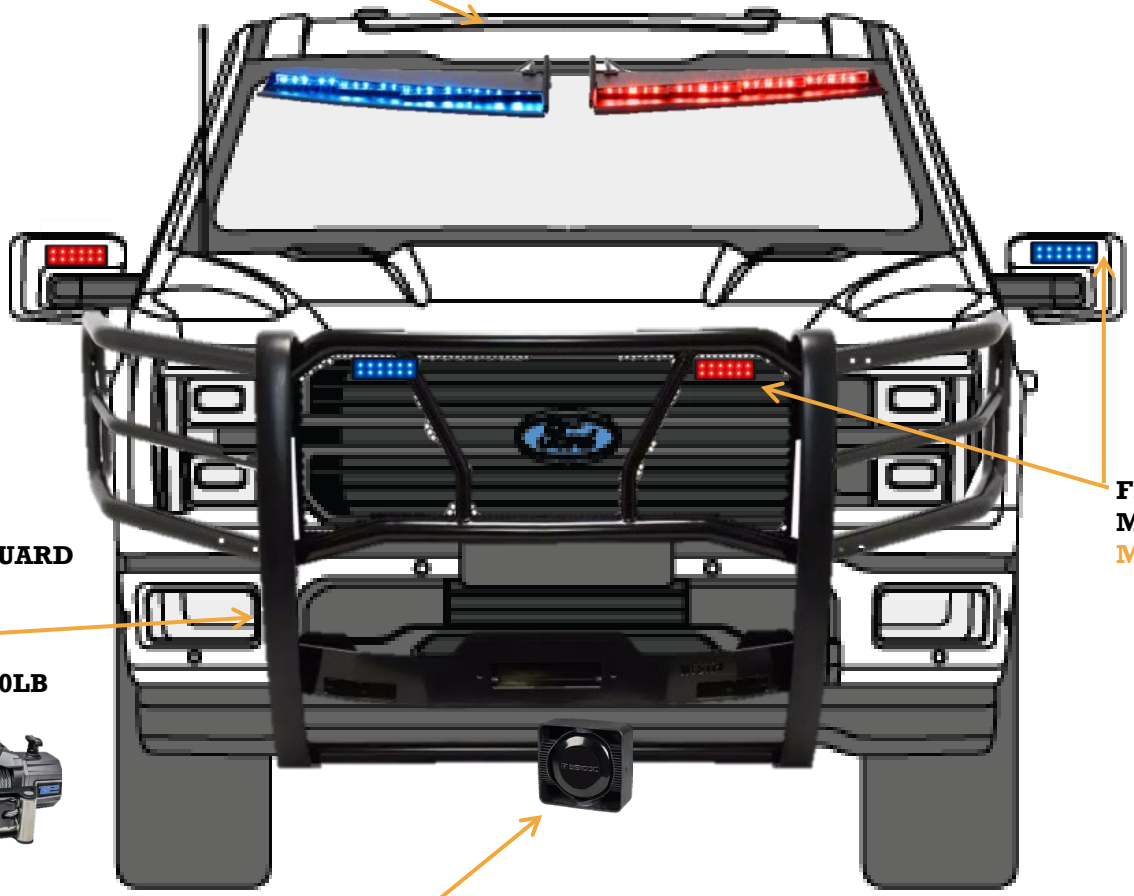
VEHICLE BUILD:

WE WILL OFFER A PREBUILD MEETING TO FINALIZE LIGHTING LAYOUT AND EQUIPMENT SPECS. FINAL TOTAL SHEET AND BUILD SHEET TO BE SIGNED OFF BY DEPARTMENT, AND PO ISSUED BEFORE MATERIAL IS ORDERED.

WARRANTY

ALL PRODUCTS AND WORKMANSHIP WILL BE WARRANTIED FOR AS LONG AS THE VEHICLE IS IN SERVICE. DAMAGE OR ABUSE IS NOT COVERED UNDER THIS PROVISION.

FEDERAL SIGNAL FRONT ILS TRI COLOR RBW
SIFMJS-FD15-P3



FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW

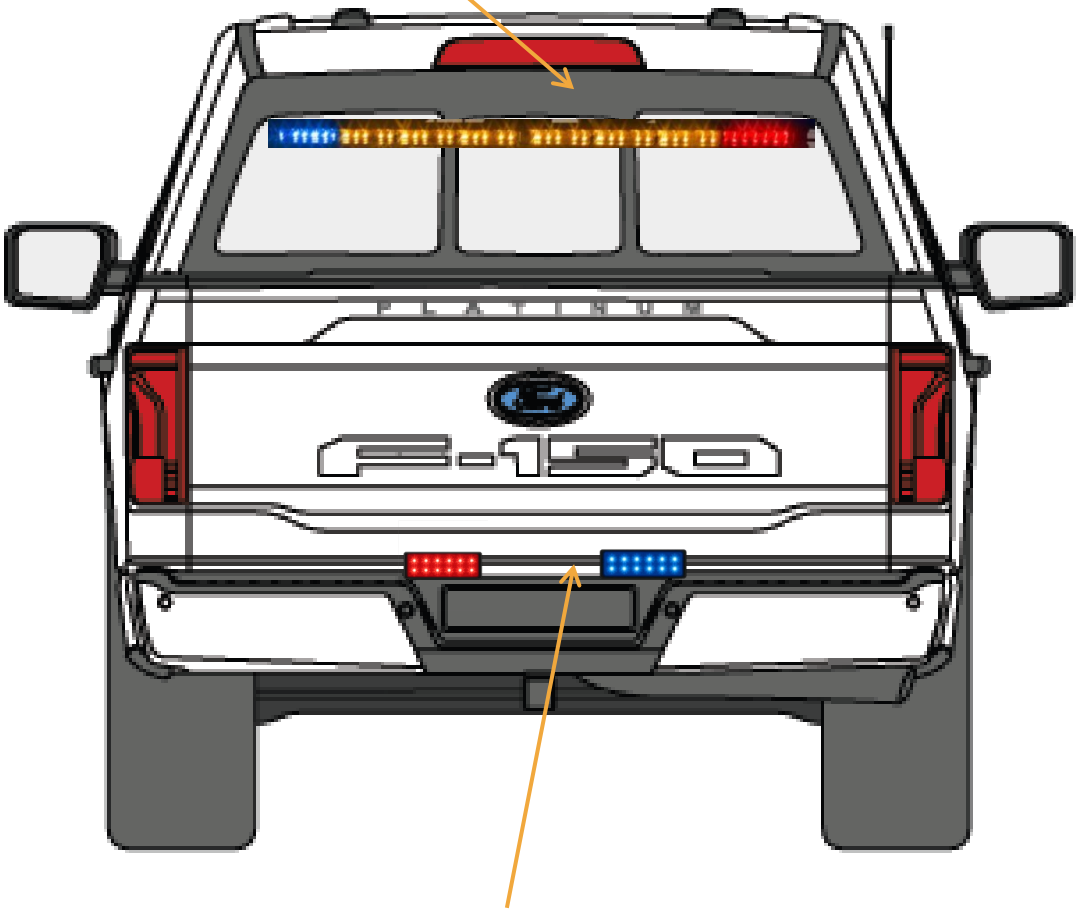
WESTIN HDX GRILL GUARD AND WINCH TRAY
57-924065

SUPERWINCH SX 12,000LB
1712200

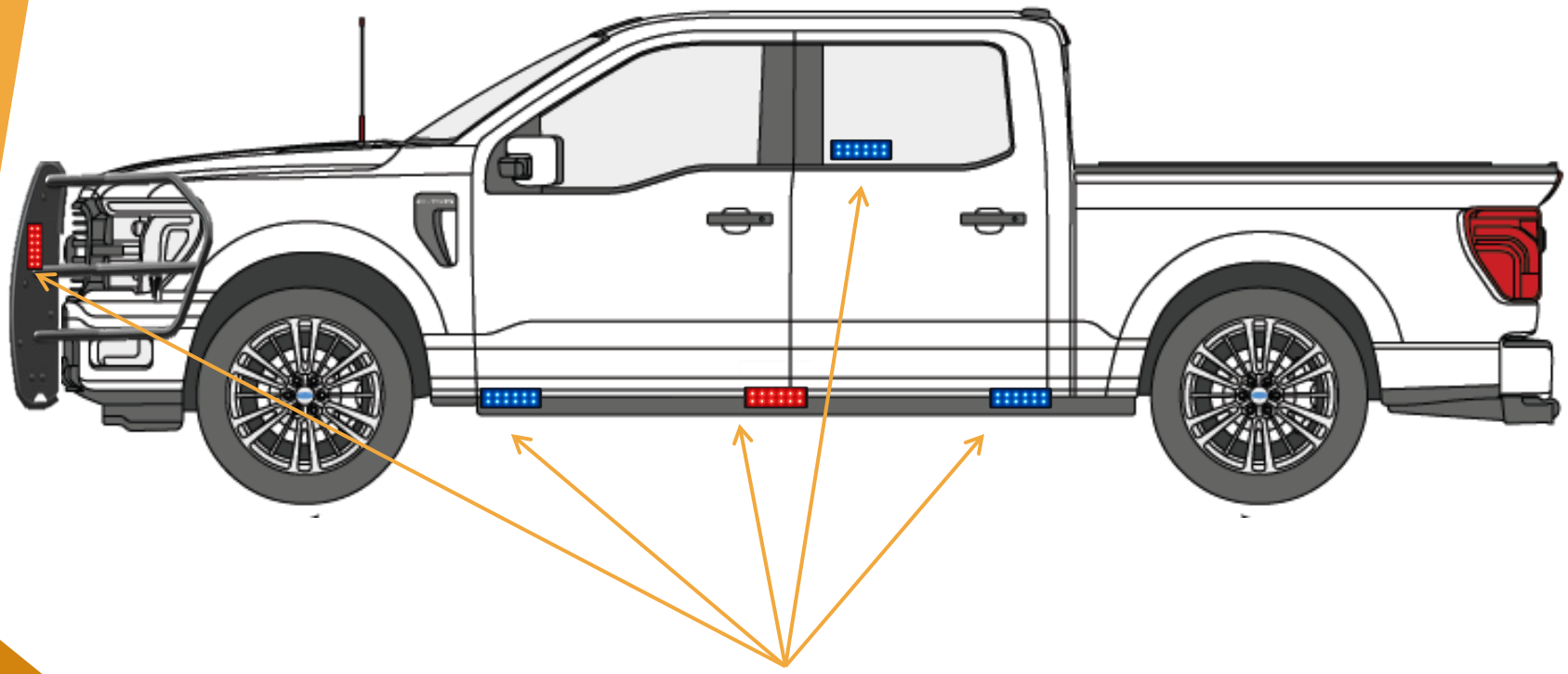


FEDERAL SIGNAL 100 W SPEAKER
ES100C
ESB-U

FEDERAL SIGNAL MASTER TRI COLOR RBA
CNSMJ8R-P3C
SLB-FRD15ND



FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW

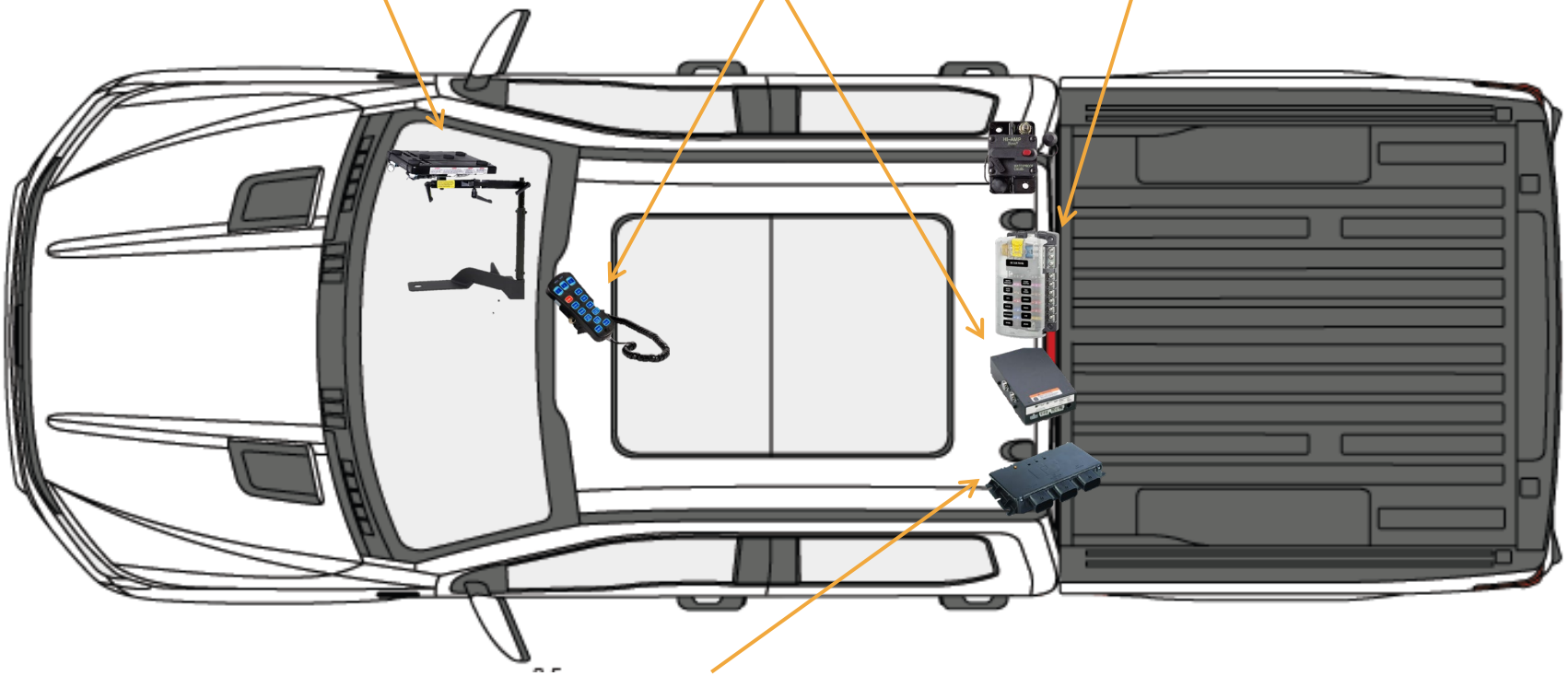


FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW
MPSM6-FRD15RB (RUNNING BOARD)
MPSM6-LB (DOOR)

JOTTO FREESTAND COMPUTER MOUNT
425-5046/5215

FEDERAL SIGNAL PATHWAY 100W
PW100H

BREAKER, FUSE BLOCK , AND MISC EQUIPMENT UNDER REAR SEAT



FEDERAL SIGNAL EXPANSION MODULE
EXPMOD24

ADDITIONAL EQUIPMENT



DECKED STORAGE DRAWERS
XF4



DIAMONDBACK SE BED COVER SMOOTH BLACK FINISH, CLEATS LEFT LOOSE
FF21C-SE-MX



DIAMONDBACK TOOL BAR
DB-TB42-1WC

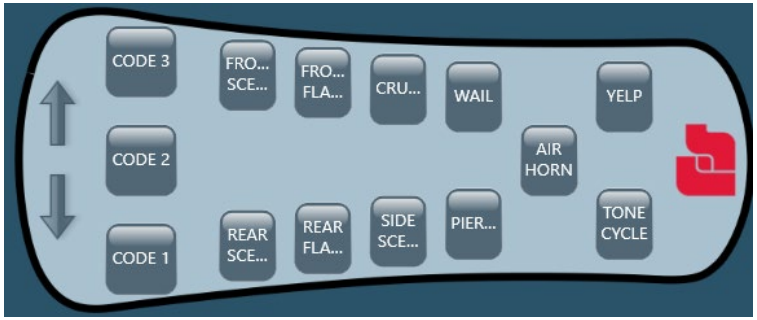


QUICK FIST CLAMP KIT
QF-90010



SETINA SINGLE GUN LOCK
GK10271UHK

PATHFINDER CONTROLS



CODE 1:
ACTIVATES REAR RB FLASHING

CODE 2:
ADDS FRONT AND SIDE RB FLASHING

CODE 3:
ADDS FRONT AND SIDE RBW FLASHING

REAR SCENE
ACTIVATES REAR WHITE LIGHTING STEADY

FRONT SCENE
ACTIVATES FRONT WHITE LIGHTING STEADY

SIDE SCENE
ACTIVATES SIDE WHITE LIGHTING

CRUISE:
ALL RED/BLUE LIGHTING STEADY AT 6%

PIERCER:
PLAYS PIERCER TONE

WAIL:
PLAYS WAIL TONE

AIR HORN
PLAYS AIR HORN TONE WHILE BEING PRESSED

TONE CYCLE:
PLAYS WAIL, YELP, PIERCER TONES, AUTO ADVANCES EVERY 8 SECONDS, ONLY FUNCTIONS IF CODE 2 OR 3 IS ACTIVE.

YELP:
PLAYS YELP TONE WHILE BEING PRESSED

THESE ARE BASIC FUNCTIONS, CONTROLLER WILL BE CUSTOMIZED TO YOUR DEPARTMENTS SPECIFICATIONS

Frontline Vehicle Solutions

1360 West King Street Cocoa, FL 32922

CUSTOMER AND BUILD TYPE		***WINTER HAVEN F150 RESPONDER***		
QTY PER CAR	**PART NUMBER**	**DESCRIPTION**	**MSRP TOTAL**	**FVS PRICE**
16.00	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHIT	$ 3,968.00	$ 1,637.60
1.00	SIFMJS-FD15-P3	SIFMJS,STOCKED	$ 1,969.00	$ 815.35
1.00	ES100C	SPKR,EMERG, 100W,PLASTIC,	$ 419.00	$ 236.11
1.00	ESB-U	KIT,ES100 UNIVERSAL BAIL	$ 53.00	$ 29.87
1.00	PW100H	PATHWAY,100W,HANDHELD	$ 973.00	$ 548.29
1.00	EXPMOD24	PATHFINDER 24-CHANNEL EXPANSIO	$ 418.00	$ 235.54
2.00	MPSM6-LB	KIT,L-BRKT,SINGLE HD,MS6	$ 42.00	$ 23.67
1.00	CNSMJ8R-P3C	CNSMJ8R,STOCKED	$ 1,712.00	$ 964.71
1.00	SLB-FRD15ND	BRKT KIT,CNSM/LAT,15F-150	$ 71.00	$ 40.01
1.00	GK10271UHK	Single T-Rail Mount Universal XL With Handcuff Key Override	$ 399.00	$ 273.02
MISC PARTS				
1.00	XF4	DECKED CARGO DRAWER F150	$ 1,599.00	$ 1,344.00
1.00	425-5046/5215	JOTTON FREESTAND LAPTOP MOUNT KIT	$ 570.00	$ 391.00
1.00	57-924065	WESTIN GRILL GUARD 3 PIECE WINCH READY	$ 995.00	$ 799.25
2.00	46-3005	WESTIN HD TOW HOOK	$ 90.00	$ 62.10
1.00	FF21C-SE-MX	DIAMONDBACK SE COVER, SMOOTH BLACK	$ 1,949.00	$ 1,798.80
1.00	DB-TB42-1WC	DIAMONDBACK TOOL BAR	$ 79.00	$ 70.80
1.00	QF-90010	QUICK FIST CLAMP KIT	$ 39.00	$ 16.80
1.00	17220	SUPERWINCH SX 12,000LB	$ 595.00	$ 546.25
			PARTS	$ 9,833.15
			LABOR	$ 2,850.00
			SHOP SUPPLIES	$ -
			SUBTOTAL	$ 12,683.15
			SALES TAX	N/A
			TOTAL	**$ 12,683.15**

Quote is valid for 30 days after acceptance of proposal. After 30 days, quote may require price adjustment. Please note that a 3% charge will be added to all credit card transactions



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VEHICLE SOLUTIONS

FOR INSTALL EXAMPLES VISIT OUR WEBSITE AT
FRONTLINEVEHICLESOLUTIONS.COM

PLEASE CALL OR EMAIL US WITH ANY QUESTIONS.

JASON@FRONTLINEVEHICLESOLUTIONS.COM
321.394.4052 (OFFICE)
407.319.5362 (CELL)

COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

INVOICE

Wednesday, August 27, 2025
DATE

PURCHASER'S NAME

Winterhaven Police Department

STREET ADDRESS

CITY | **STATE** | **ZIP** | **BUS PHONE**

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2026	FORD	ESCAPE		WHITE	ACTIVE	
VIN NO.		MILES		SALES REP	KANE ROBBINS	

PRICE	$29,205.00	*TRADE-IN INFORMATION*	
GOVERNMENT PRICE CONCESSION	$2,600.00	MAKE OF USED VEHICLE	
FVS UPFIT-ATTACHED	$4,634.76	YEAR	
Window Tint	$199.00	MODEL	
		VEHICLE IDENT. NO.	
DELIVERY	$158.42	MILEAGE	
		TRADE VALUE	
SUBTOTAL	$31,597.18	*FLEET SALES INFORMATION*	
ELECTRONIC FILING FEE	$0.00	ORDERING FIN	
DOCUMENTATION FEE	$0.00	END USER FIN	
FLORDIA SALES TAX 6% + 50	$0.00	SALES TYPE	
	$0.00	GPC DISCOUNT	
	$0.00	GPC REF #	
	$0.00	56A/CPA DISCOUNT	
LICENSE, TRANSFER, TITLE HARD PLATE	$0.00	56M DISCOUNT	
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #	
TOTAL PRICE	$31,597.18	**TAX EXEMPT #**	
CASH DOWN PAYMENT	$0.00		
REBATE	$0.00	**REGISTER TO :**	
TOTAL DOWN PAYMENT	$0.00		
UNPAID CASH BALANCE DUE ON DELIVERY	**$31,597.18**		

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY: _____
PURCHASER'S SIGNATURE
DATE 8/27/2025

ACCEPTED BY: _____
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 8/27/2025

WINTER HAVEN PD
ESCAPE LAYOUT



FRONTLINE
VEHICLE SOLUTIONS

THE FRONTLINE DIFFERENCE:

ALL EQUIPMENT TO BE COMPLETED BY AN EVT CERTIFIED TECHNICIAN

LIGHTING IS TRI-COLORED:

THIS SYSTEM ALLOWS THE DEPARTMENT TO CHANGE LIGHTING COLORS WITHOUT REPLACING COMPONENTS. IT ALSO ENABLES THE VEHICLE TO BE REPURPOSED FOR USE BY A PUBLIC SERVICE AGENCY OR FIRE DEPARTMENT AND SUPPORTS PROGRAMMING FOR ADDITIONAL FEATURES SUCH AS SCENE LIGHTING AND AUXILIARY BRAKE LIGHTS. ****APPLICABLE TO FEDERAL SIGNAL LIGHTING PACKAGES. OTHER PACKAGES MAY VARY.***

CONNECTIONS ARE CRIMPED, SOLDERED, AND HEAT SHRINK WRAPPED:

THIS ENSURES A SECURE CONNECTION AT EVERY JOINT. ALL JOINTS ARE MINIMIZED DURING A PREPLANNED WIRE LAYOUT MEETING WITH FVS TECHNICIANS.

WIRING IS PROTECTED:

ALL ENVIRONMENTALLY EXPOSED WIRE IS PROTECTED BY AN ABRASION RESISTANT CLOTH BRAIDED LOOM. FOLLOWING OEM STANDARDS AND ROUTING, FVS WIRING WILL FOLLOW OEM WIRING WHEN POSSIBLE. INTERIOR WIRING IS CLOTH TAPED AND ALSO LOOMED WHEN AROUND SHARP AREAS.

WIRING AND LIGHTING WILL HAVE CONNECTORS:

ANY WIRING OR LIGHTING PLACED IN AREAS WHERE PANELS OR PARTS CAN BE REMOVED SUCH AS HATCH PANELS, BUMPERS AND PUSH BUMPERS, WILL HAVE A WEATHERPROOF MOLEX CONNECTOR INSTALLED.

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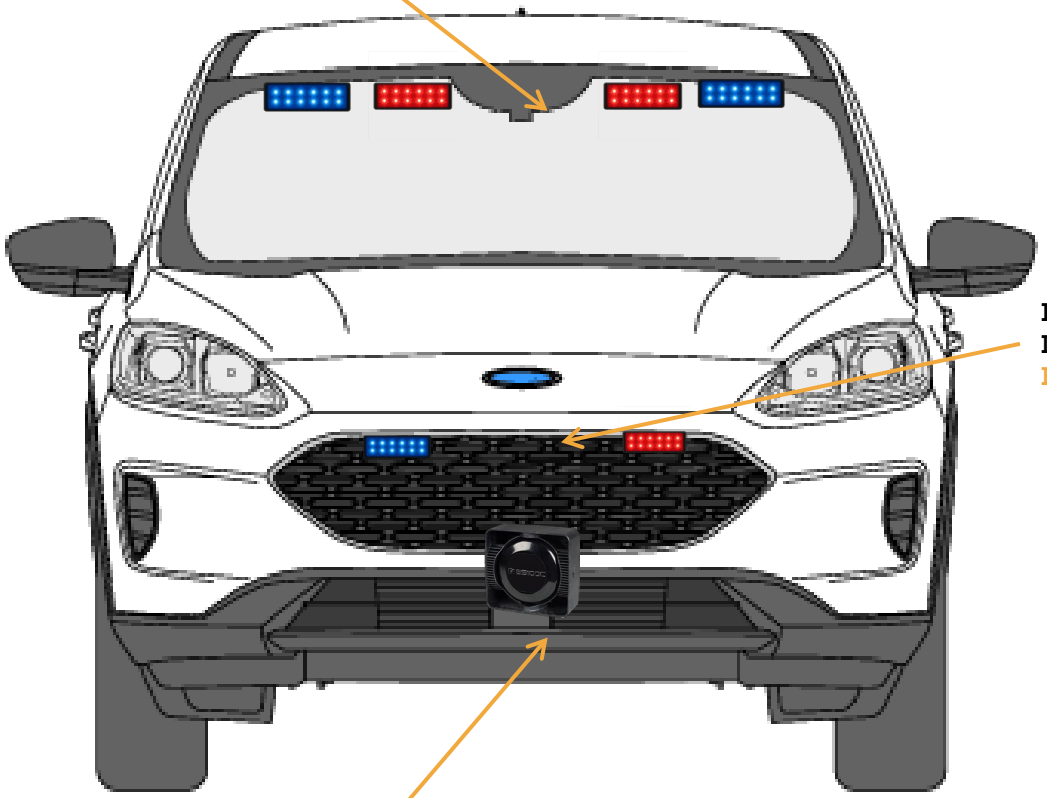
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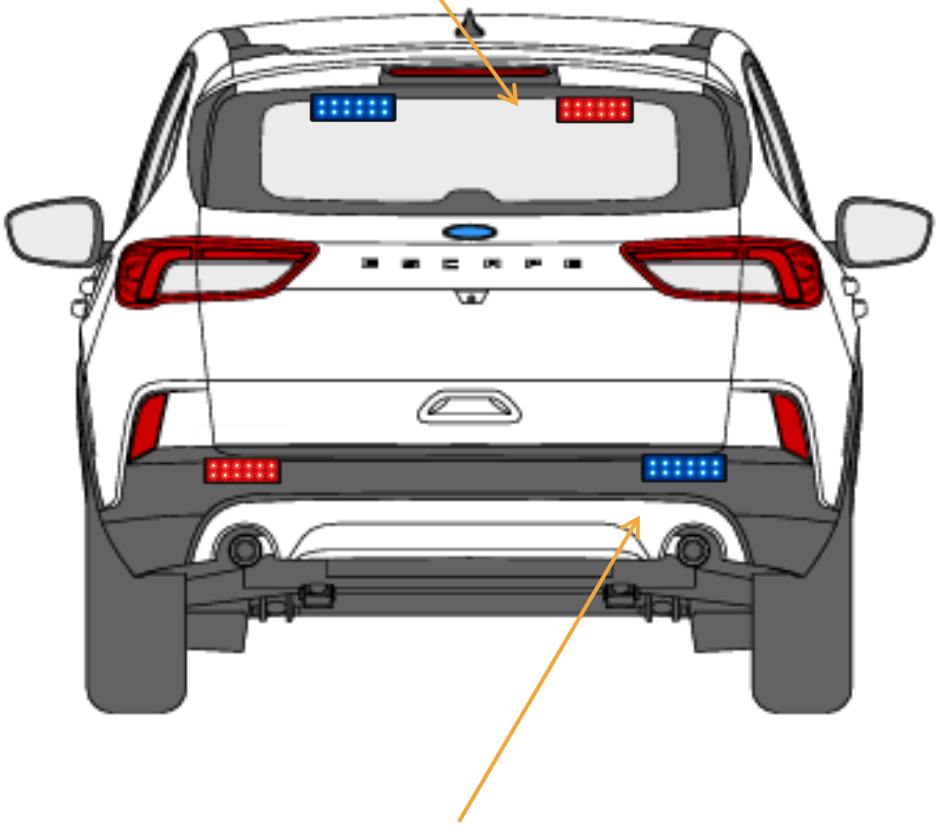
FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW
MPSM6U-WIN



FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW

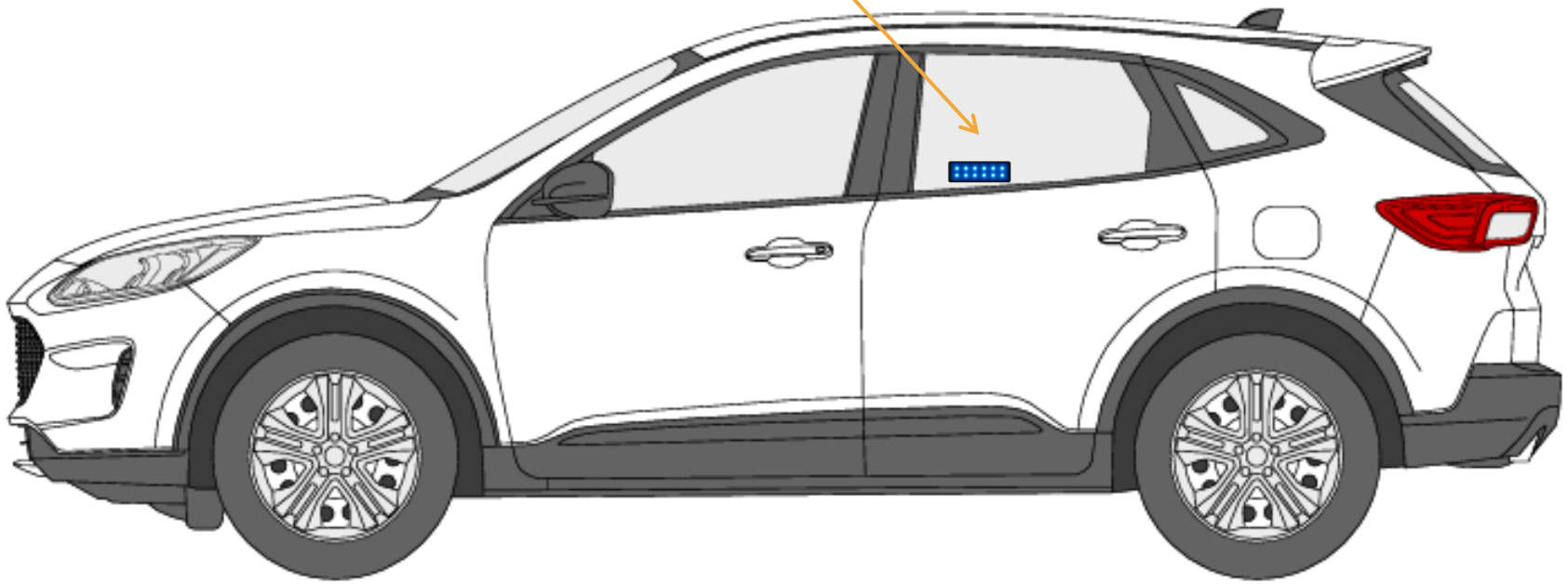
FEDERAL SIGNAL 100 W SPEAKER
ES100C
ESB-U

FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW
MPSM6U-WIN

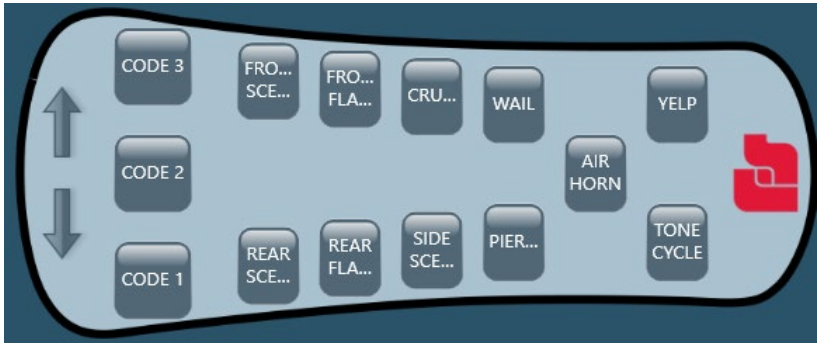


FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW

FEDERAL SIGNAL MICROPULSE ULTRA 6
MPS63U-RBW
MPSM6-LB



PATHFINDER CONTROLS



CODE 1:
ACTIVATES REAR RB FLASHING

CODE 2:
ADDS FRONT AND SIDE RB FLASHING

CODE 3:
ADDS FRONT AND SIDE RBW FLASHING

REAR SCENE
ACTIVATES REAR WHITE LIGHTING STEADY

FRONT SCENE
ACTIVATES FRONT WHITE LIGHTING STEADY

REAR FLASH
ACTIVATES REAR RB LIGHTS WHILE BEING PRESSED

FRONT FLASH
ACTIVATES FRONT RB LIGHTS WHILE BEING PRESSED

SIDE SCENE
ACTIVATES DRIVER AND PASSENGER SIDE WHITE LIGHTING

CRUISE:
ALL RED/BLUE LIGHTING STEADY AT 6%

PIERCER:
PLAYS PIERCER TONE

WAIL:
PLAYS WAIL TONE

AIR HORN
PLAYS AIR HORN TONE WHILE BEING PRESSED

TONE CYCLE:
PLAYS WAIL, YELP, PIERCER TONES, AUTO ADVANCES EVERY 8 SECONDS, ONLY FUNCTIONS IF CODE 2 OR 3 IS ACTIVE.

YELP:
PLAYS YELP TONE WHILE BEING PRESSED

THESE ARE BASIC FUNCTIONS, CONTROLLER WILL BE CUSTOMIZED TO YOUR DEPARTMENTS SPECIFICATIONS

Frontline Vehicle Solutions

1360 West King Street Cocoa, FL 32922

CUSTOMER AND BUILD TYPE		***WINTER HAVEN ESCAPE***		
QTY PER CAR	**PART NUMBER**	**DESCRIPTION**	**MSRP TOTAL**	**FVS PRICE**
12.00	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHIT	$ 2,976.00	$ 1,228.20
1.00	ES100C	SPKR,EMERG, 100W,PLASTIC,	$ 419.00	$ 236.11
1.00	ESB-U	KIT, ES100 UNIVERSAL BAIL	$ 53.00	$ 29.87
6.00	MPSM6U-WIN	BEZEL & SHROUD KIT,MPSM6U,	$ 456.00	$ 256.96
2.00	MPSM6-LB	KIT, L-BRKT,SINGLE HD,MS6	$ 42.00	$ 23.67
1.00	PW100H	PATHWAY,100W,HANDHELD	$ 973.00	$ 548.29
1.00	EXPMOD24	PATHFINDER 24-CHANNEL EXPANSIO	$ 418.00	$ 207.00
MISC PARTS				
1.00	425-5701/5215	JOTTO FREESTAND LAPTOP KIT	$ 570.00	$ 391.00
			PARTS	$ 2,921.08
			LABOR	$ 1,500.00
			SHOP SUPPLIES	$ 213.68
			SUBTOTAL	$ 4,634.76
			SALES TAX	N/A
			TOTAL	**$ 4,634.76**

Quote is valid for 30 days after acceptance of proposal. After 30 days, quote may require price adjustment. Please note that a 3% charge will be added to all credit card transactions



FRONTLINE
VEHICLE SOLUTIONS

FOR INSTALL EXAMPLES VIST OUR WEBSITE AT
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PLEASE CALL OR EMAIL US WITH ANY QUESTIONS.

JASON@FRONTLINEVEHICLESOLUTIONS.COM
321.394.4052 (OFFICE)
407.319.5362 (CELL)



COCOA FORD INC.
1360 KING ST
COCOA FLORIDA 32922

INVOICE

Wednesday, August 27, 2025
DATE

PURCHASER'S NAME

Winterhaven Police Department

STREET ADDRESS

CITY | **STATE** | **ZIP** | **BUS PHONE**

PLEASE ENTER MY ORDER FOR THE FOLLOWING NEW ☑ USED ☐ SUV ☐ TRUCK ☑ CAR ☐

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM	STOCK NO.
2025	FORD	PIU	EXPLORER	WHITE		
VIN NO.		**MILES**		**SALES REP**	KANE ROBBINS	

PRICE	$49,440.00	*TRADE-IN INFORMATION*		
GOVERNMENT PRICE CONCESSION	$4,490.00	MAKE OF USED VEHICLE		
FVS UPFIT-ATTACHED	$11,501.56	YEAR		
Window Tint	$190.00	MODEL		
WRAP	$789.00	VEHICLE IDENT. NO.		
		MILEAGE		
DELIVERY	$217.44	TRADE VALUE		
SUBTOTAL	$57,648.00	*FLEET SALES INFORMATION*		
ELECTRONIC FILING FEE	$0.00	ORDERING FIN		
DOCUMENTATION FEE	$0.00	END USER FIN		
FLORDIA SALES TAX 6% + 50	$0.00	SALES TYPE		
	$0.00	GPC DISCOUNT		
	$0.00	GPC REF #		
	$0.00	56A/CPA DISCOUNT		
LICENSE, TRANSFER, TITLE HARD PLATE	$0.00	56M DISCOUNT		
EXTENDED SERVICE CONTRACT	$0.00	RETAIL REBATE #		
TOTAL PRICE	$57,648.00	**TAX EXEMPT #**		
CASH DOWN PAYMENT	$0.00			
REBATE	$0.00	**REGISTER TO :**		
TOTAL DOWN PAYMENT	$0.00			
UNPAID CASH BALANCE DUE ON DELIVERY	**$57,648.00**			

Purchaser agrees that this Order includes all of terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any price agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby ***THIS ORDER IS NOT A BINDING CONTRACT. DEALER SHALL NOT BE OBLIGATED TO SELL UNTIL APPROVAL OF THE TERMS HEREOF IS GIVEN BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE A RETAIL INSTALLMENT CONTRACT BETWEEN THE PARTIES HERETO BASED ON SUCH TERMS. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALERS;*** *AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS-NOT EXPRESSLY WARRANTED OR GUARANTEED." TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE. THERE WILL BE ADDED THE SUM OF $303.60 FOR DEALER COSTS AND OVERHEAD FOR ITEM RELATING TO PREPARING, HANDLING AND PROCESSING DOCUMENTS FOR THE MOTOR VEHICLE AND THE CLOSING OF THE TRANSACTION. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS. WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.*

ACCEPTED BY: _____
PURCHASER'S SIGNATURE
DATE 8/27/2025

ACCEPTED BY: _____
DEALER OR HIS AUTHORIZED REPRESENTATIVE
DATE 8/27/2025

WINTER HAVEN PD
LIGHTING LAYOUT



FRONTLINE
VEHICLE SOLUTIONS

THE FRONTLINE DIFFERENCE:

ALL EQUIPMENT TO BE COMPLETED BY AN EVT CERTIFIED TECHNICIAN

LIGHTING IS TRI-COLORED:

THIS SYSTEM ALLOWS THE DEPARTMENT TO CHANGE LIGHTING COLORS WITHOUT REPLACING COMPONENTS. IT ALSO ENABLES THE VEHICLE TO BE REPURPOSED FOR USE BY A PUBLIC SERVICE AGENCY AND SUPPORTS PROGRAMMING FOR ADDITIONAL FEATURES SUCH AS SCENE LIGHTING AND AUXILIARY BRAKE LIGHTS.

APPLICABLE TO FEDERAL SIGNAL LIGHTING PACKAGES. OTHER PACKAGES MAY VARY.

CONNECTIONS ARE CRIMPED, SOLDERED, AND HEAT SHRINK WRAPPED:

THIS ENSURES A SECURE CONNECTION AT EVERY JOINT. ALL JOINTS ARE MINIMIZED DURING A PREPLANNED WIRE LAYOUT MEETING WITH FVS TECHNICIANS.

WIRING IS PROTECTED:

ALL ENVIRONMENTALLY EXPOSED WIRE IS PROTECTED BY AN ABRASIVE RESISTANT CLOTH BRAIDED LOOM. FOLLOWING OEM STANDARDS AND ROUTING, FVS WIRING WILL FOLLOW OEM WIRING WHEN POSSIBLE. INTERIOR WIRING IS LOOMED AND CLOTH TAPED WHEN AROUND SHARP AREAS.

WIRING AND LIGHTING WILL HAVE CONNECTORS:

ANY WIRING OR LIGHTING PLACED IN AREAS WHERE PANELS OR PARTS CAN BE REMOVED SUCH AS HATCH PANELS, BUMPERS AND PUSH BUMPERS, WILL HAVE A WEATHERPROOF MOLEX CONNECTOR INSTALLED.

WIRING WILL BE COLOR-CODED AND LABELED:

ALL OUR WIRING IS COLOR-CODED WITH PRINTED LABELS (EVERY 6”) AND WILL BE USED THROUGHOUT FOR EASE OF TROUBLESHOOTING.

PRINTED REPORTS OF FUNCTIONS:

EACH VEHICLE WILL RECEIVE A WIRING DIAGRAM ALONG WITH A CONTROLLER PIN-OUT REPORT, DETAILING THE OUTPUTS CONTROLLING EACH LIGHT HEAD AND ITS CORRESPONDING COLOR/LABEL. VEHICLES ALSO RECEIVE A CONTROLLER FUNCTION REPORT SHOWING WHAT EACH BUTTON DOES, AND HOW IT FUNCTIONS. THIS ALSO APPLIES TO ANY OEM STEERING WHEEL BUTTONS IF APPLICABLE. DEPARTMENT TO RECEIVE A FOLDER WITH ALL RELEVANT PRINTOUTS. THIS DOCUMENTATION ENSURES CONSISTENCY ACROSS BUILDS AND HELPS MAINTAIN UNIFORMITY IN ALL VEHICLES.

THESE ITEMS WILL BE ACCESSED VIA A PRINTED QR CODE IN THE VEHICLE DOOR JAMB (COMING SOON).

THE FRONTLINE DIFFERENCE:

VEHICLE EQUIPMENT:

ALL EQUIPMENT TO BE CONNECTED TO A RESETTABLE CIRCUIT BREAKER. ALL INDIVIDUAL EQUIPMENT IS TO BE RUN TO A FUSE BLOCK WITH LABELS. ALL WIRING TO BE GXL TYPE, COLOR-CODED, LABELED, AND RATED AT A MINIMUM 125% OF MAX LOAD.

VEHICLE LIGHTING PROGRAM CHANGES:

INCLUDED WITH THE BUILD IS A ONE-TIME PROGRAMMING CHANGE VISIT. THIS WILL ALLOW THE DEPARTMENT TO TEST THE VEHICLE AND MAKE ANY LIGHTING FUNCTION CHANGES.

VEHICLE ADD-ONS:

FVS WILL INSTALL ANY RADIO, CABLING, ANTENNAS, GPS ANTENNAS OR RADAR CABLES AT NO EXTRA CHARGE IF PROVIDED BY THE DEPARTMENT AT TIME OF THE BUILD. CAMERA SYSTEM INSTALL IS $150 FLAT FEE PLUS COST OF EQUIPMENT IF PURCHASED BY FVS.

GRAPHICS AND WINDOW TINT ARE AVAILABLE AT NO UPCHARGE COST IF USING FVS VENDOR. DEPARTMENT WILL MEET WITH GRAPHICS COMPANY TO DESIGN ONE-ON-ONE.

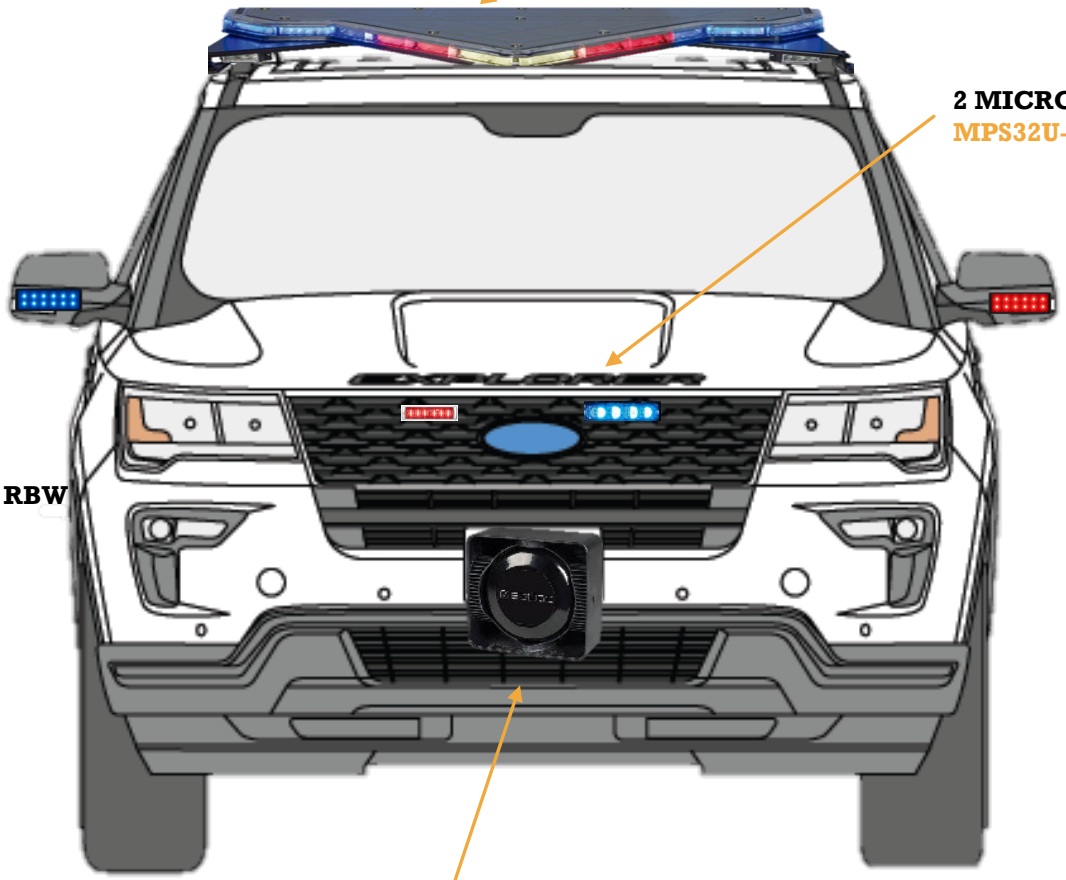
VEHICLE BUILD:

WE WILL OFFER A PREBUILD MEETING TO FINALIZE LIGHTING LAYOUT AND EQUIPMENT SPECS. FINAL TOTAL SHEET AND BUILD SHEET TO BE SIGNED OFF BY DEPARTMENT, AND PO ISSUED BEFORE MATERIAL IS ORDERED.

WARRANTY

ALL PRODUCTS AND WORKMANSHIP WILL BE WARRANTIED FOR AS LONG AS THE VEHICLE IS IN SERVICE. DAMAGE OR ABUSE IS NOT COVERED UNDER THIS PROVISION.

FEDERAL SIGNAL VALOR TRI COLOR
VALR51J-PF3AL
HKB-FPIU20-HP

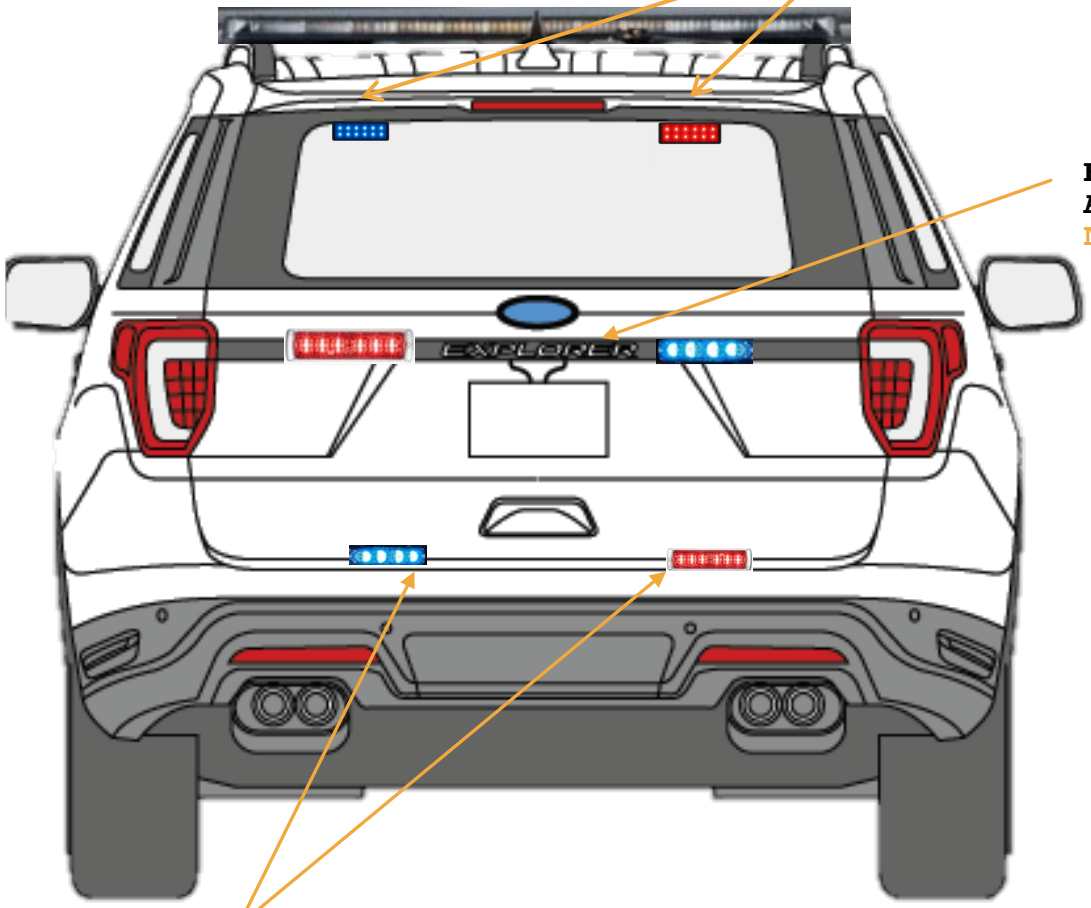


2 MICROPULSE ULTRA RB IN GRILL
MPS32U-RB

2 MICROPULSE ULTRA RBW ON MIRROR
MPS63U-RBW

1 100W SPEAKER BEHIND GRILL
ES100C
ESB-U

FEDERAL SIGNAL
MICROPULSE ULTRA 6 RBW
MPS63U-RBW
MPSM6-WIN2

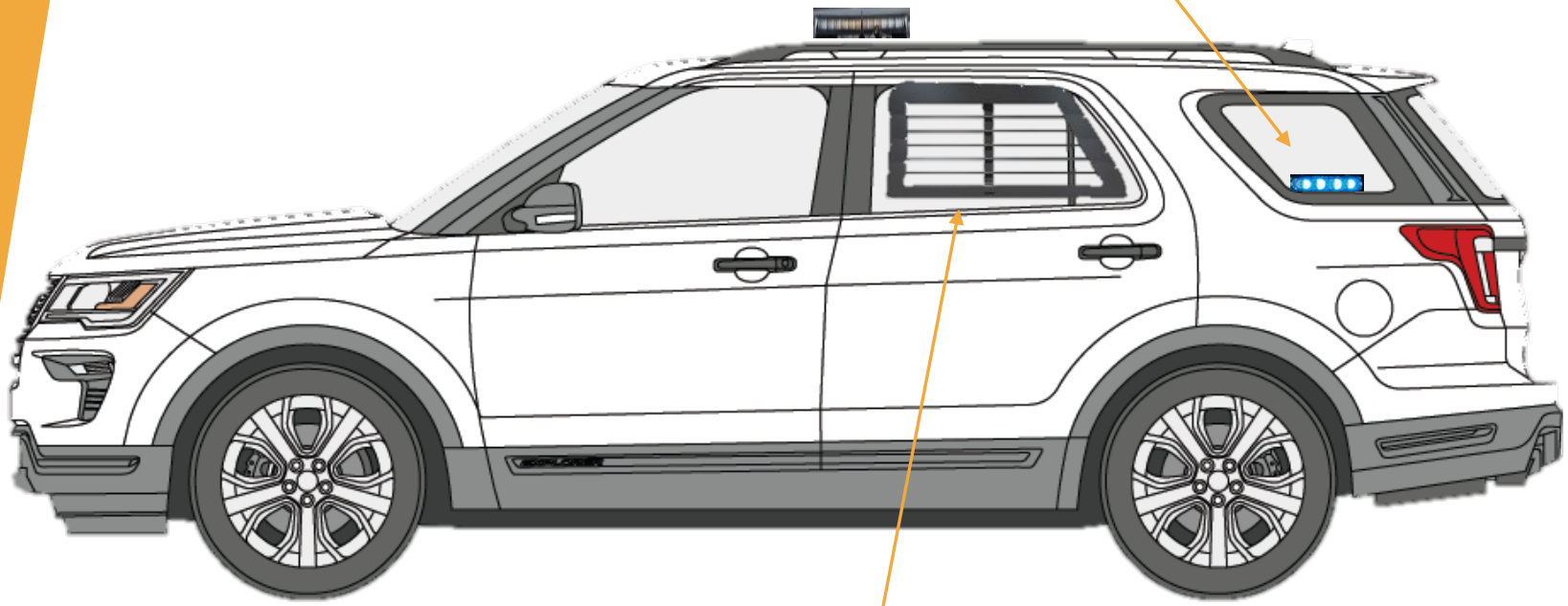


RBW MICROPULSE ULTRA
ABOVE TAG
MPS63U-RBW

RB MICROPULSE INSIDE HATCH REAR
FACING*
MPS32U-RB

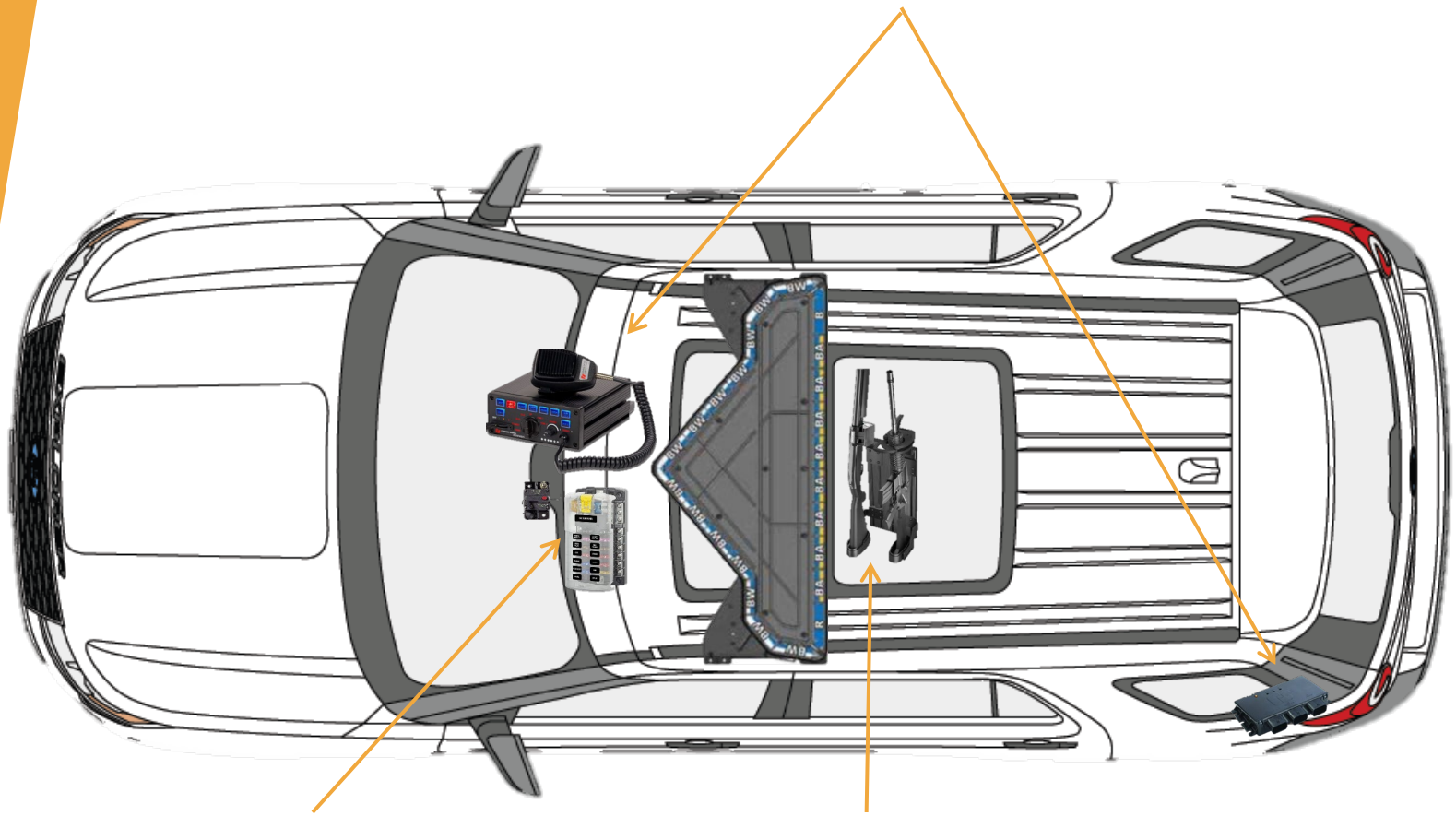
THESE LIGHTS ARE LOCATED ON THE PLASTIC PANEL ON THE INSDIE OF THE HATCH, ONLY VISABLE WHEN HATCH IS OPENED

RBW MICROPULSE ULTRA RBW
MPS63U-RBW



SETINA REAR DOOR WINDOW GUARDS
WK0514ITU20H

FEDERAL SIGNAL PATHWAY 200 CONTROLLER EXPANSION MODULE



100A BREAKER FUSE BLOCK MOUNTED INSIDE CENTER CONSOLE

SETINA INTERIOR PARTITIONS AND HARD SEAT WITH CENTER PULL SEATBELTS
HAVIS CENTER CONSOLE
SETINA DUAL UNIVERSAL GUN LOCK



HAVIS ANGLED CONSOLE
C-VS-1012-INUT-2
C-LP2-USB-BL2
CUP2-1001
(2) C-MMSU-L

JOTTO FREE STAND COMPUTER KIT AND COMPUTER TRAY
425-5037
425-5215





SETINA DUAL RAIL ELECTRONIC GUN LOCK WITH UNIVERAL LOCKS, HANDCUFF KEY OVERRIDE
GK10342UHK

HAVIS SIDE MOUNT ARM REST
C-ARM-108





HAVIS ANGLED CONSOLE
C-VS-1012-INUT-2
C-LP2-USB-BL2
CUP2-1001
(2) C-MMSU-L

JOTTO FREE STAND COMPUTER KIT AND COMPUTER TRAY
425-5037
425-5215





SETINA DUAL RAIL ELECTRONIC GUN LOCK WITH UNIVERAL LOCKS, HANDCUFF KEY OVERRIDE
GK10342UHK

HAVIS SIDE MOUNT ARM REST
C-ARM-108



SETINA CENTER PARTITION WITH POLY WINDOW
PK1129ITU20TM

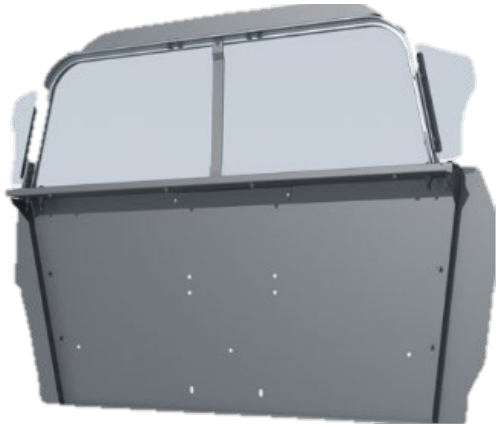




SETINA REAR DOOR WINDOW BARS
WK0514ITU20H



SETINA REAR TRANSPORT SEAT WITH OSB KIT AND REAR PARTITON KIT
QK0566ITU20





LEFT ALLEY: 3 STEP
- **STEP 1: ACTIVATES LEFT SIDE LIGHTBAR WHITE**
- **STEP 2: ACTIVATES ANY LEFT SIDE WHITE LIGHT**
- **STEP 3: OFF**

FLOOD/TD: 3 STEP
- **STEP 1: ACTIVATES 4 FORWARD WHITE ON LIGHT BAR**
- **STEP 2: ACTIVATES FULL FRONT AND SIDE WHITE ON LIGTHBAR, AND ANY FORWARD-FACING WHITE**
- **STEP 3: OFF**

RIGHT ALLEY: 3 STEP
- **STEP 1: ACTIVATES RIGHT SIDE LIGHTBAR WHITE**
- **STEP 2: ACTIVATES ANY LEFT SIDE WHITE LIGHT**
- **STEP 3: OFF**

CRUISE: 4 STEP BUTTON
- **STEP 1: ALL BLUE LIGHITNG STEADY AT 6%**
- **STEP 2: ALL BLUE LIGHTING CRUIISE FLICKER PATTERN**
- **STEP 3: ALLBLUE LIGHTING FADE FLICKER PATTERN**
- **STEP 4: OFF**

SCENE: 3 STEP BUTTON
- **STEP 1: FRONT LIGHTBAR FULL WHITE AND ANY WHITE ABOVE BELT LINE**
- **STEP 2: ALL WHITE LIGHTING ON VEHILCE STEADY ON**
- **STEP 3: OFF**

AIRHORN: MOMENTARY
- **ACTIVATES AIR HORN TONE WHEN PRESSED**

MANUAL: 3 STEP
- **STEP 1: PLAYS WAIL TONE**
- **STEP 2: PLAYS YELP TONE**
- **STEP 3: PLAYS HILO TONE**
- **STEP 4: OFF**

ARROW BUTTON: 5 STEP BUTTON
- **STEP 1: LEFT TA**
- **STEP 2: RIGHT TA**
- **STEP 3: SPLIT TA**
- **STEP 4: TA FLASH**
- **STEP 5: OFF**

GUN LOCK: TIMER BUTTON,
- **ACTIVATES A 10 SECOND TIMER FOR THE GUN LOCK (IF EQUIPPED)**

SLIDE SWITCH 1: ACTIVATES REAR LIGHITNG ONLY
SLIDE SWITCH 2: ADDS FRONT AND SIDE LIGHTING
SLIDE SWITCH 3: ADDS FLASHING WHITE LIGHTS

VOLUME KNOB CONTROLS PA VOLUME
ROTARY KNOB:
RADIO DISABLES TONES
STANDBY ALLOWS OTHER FUNCTIONS TO CONTROL TONES
WAIL AND YELP PLAYS RESPECTIVE TONES
HF ALLOWS FOR STEERING WHEEL HORN BUTTON CONTROL OF TONE CYCLE
TONE 1 IS PRIORITY TONE
TONE 2 IS POWERCALL TONE

THESE ARE BASIC FUNCTIONS. CONTROLLER WILL BE PROGRAMMED TO DEPARTMENT SPECS.

STEERING WHEEL BUTTON CONTROLS

BUTTON 1: ACTIVATES ALL LIGHTING ON STEADY WHILE BUTTON IS BEING HELD

BUTTON 2: VOICE MESSAGES

PRESS 1: PULL TO THE RIGHT
PRESS 2: REMAIN IN THE VEHICLE
PRESS 3: TURN OFF THE VEHICLE
PRESS 4: STEP OUT OF THE VEHCILE

BUTTON 3: ACTIVATES ALL FORWARD AND SIDE WHITE LIGHTING

BUTTON 4: ACTIVATES INTERSECTION CLEARING, FASTER LIGHTING FLASH AND FASTER SIREN TONE



ADDITIONAL PROGRAMMING FUNCTIONS: ADDITIONAL REAR RED LIGHTS ACTIVE FOR BRAKING IN NORMAL AND HARD BRAKING SITUATIONS. ALSO DIFFERENT FUNCTIONS DEPENDING ON DAY OR NIGHT LIGHT LEVELS

LONG PRESS OF HORN BUTTON ACTIVATES AIR HORN TONE

HIGH BEAM TRIGGER FROM OEM SWITCH TRIGGERS FORWARD WHITE LIGHITNG

REVERSE TRIGGERS REAR AND SIDE FACING WHITE LIGHTS

VEHICLE IN PARK AUTOMATICALLY SLOWS DOWN ALL LIGHTING, REMOVES FLASHING WHITE, AND TURNS OFF SIREN TONES

FUNCTIONS WILL PROGRAMMED PER DEPARTMENT SPECS

GENERAL PIGGYBACK PURCHASING AGREEMENT

This *General Piggyback Purchasing Agreement* (the "*Agreement*") is made by and between the City of Winter Haven, Florida, a Florida municipal corporation, whose address is 451 Third Street NW, Winter Haven, FL 33881 (the "City"), and:

SAG COCOA LLC dba Cocoa Ford
1360 West King Street
Cocoa, FL 32922
krobbins@cocoafordfl.com

(the "Vendor").

WITNESSETH:

WHEREAS, on **February 25, 2025**, **the School Board of Brevard County, Florida** (the "Original Procuring Government") awarded **ITB 24-0217-B-HD** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is on file with the City's Procurement office and incorporated herein by reference (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

§ 1. Incorporation of Recitals.

The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

§ 2. Terms of Agreement; Purchasing Authority.

(a) This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in the Original Procurement Bid and Contract documents, specifically including:

(1) All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;
(2) All special conditions of the Original Procurement Bid and Contract Documents;
(3) All definitions of terms contained in the Original Procurement Bid and Contract Documents;
(4) All specifications, scopes of services, and/or descriptions of goods

to be sold contained in the Original Procurement Bid and Contract Documents;

(5) All addenda to the Original Procurement Bid and Contract Documents;

(6) All insurance requirements outlined in the Original Procurement Bid and Contract Documents;

(7) All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

(8) All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be true and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

unless such terms are expressly modified herein to conform to City-specific standards and requirements. All references to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Winter Haven, Florida," the "City Commission of the City of Winter Haven, Florida," specific City Departments, and the like or equivalent.

(b) The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes. The City ratifies the bidding process performed by the Original Procuring Government as being full, fair and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids was published.

(c) To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the Original Procurement documents should control or where the City believes the other government's contract should control over the bid documents.

§ 3. Period of Performance; Renewal Periods.

The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **February 25, 2028**. This *Agreement* may be renewed for **one (1) optional two (2) year renewal period** as provided for in the Original Procurement Bid and Contract at the option of the City.

§ 4. Invoices.

Invoices for services shall be sent to: City of Winter Haven – Finance Dept., P.O. Box 2277, Winter Haven, Florida 33883-227, or preferably, emailed to finance-AP@mywinterhaven.com . Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

§ 5. Price for Services – Exhibit 'B'.

The City reserves the right to increase/decrease prices after this *Agreement* has been in place for the initial period when it is in the best interest of the City of Winter Haven. Increases/decreases may be determined utilizing an appropriate price index, if a price index is used in the customary transaction of business in the Vendor's industry and/or the customary transaction of government purchases in the City of Winter Haven, Polk County, or the State of Florida. Vendor agrees to notify the City if the Original Procuring Government takes an increase or decrease on prices for work performed or goods sold under the Original Procurement Bid and Contract and the basis for such increase or decrease.

§ 6. Sovereign Immunity; Limitation of Liability.

City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

§ 7. Public Records.

Pursuant to Florida law, if the Vendor is a "contractor" as defined in § 119.0701(1)(a), Florida Statutes, Vendor must comply with Florida's public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services herein.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City agency in a format that is compatible with the City's information technology systems.

Notice Required by F.S. § 119.0701:

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET NW, WINTER HAVEN, FL 33881.

§ 8. Insurance and Indemnification.

The City's standard contract terms for insurance and indemnification as set forth in Exhibit 'A' are incorporated into this *Agreement* as if set forth herein in full. Conflicts between the City's standard contract terms for insurance and indemnification and the Original Procurement Bid and Contract shall be resolved as follows:

(a) *Insurance.* All provisions of this *Agreement* shall be construed harmoniously to provide the City with the maximum amount of insurance for the identified peril to be covered on the terms most favorable to the City. If a specific form, endorsement, basis or agreed-upon interpretation is identified in Exhibit 'A', that form, endorsement, basis or interpretation shall control. To the extent of any conflict between a particular minimum insurance amount identified in Exhibit 'A' to this *Agreement* and the minimum insurance amount required by the Original Procurement Bid and Contract for the same peril, the requirement which provides greater coverage to the City shall control.

(b) *Indemnification.* The indemnification provided by Vendor to the City in Exhibit 'A' to this *Agreement* shall be in addition to, and not in lieu of, any other remedy available to the City under this *Agreement*.

§ 9. E-Verify, Chapter 2023-40, Laws of Florida.

By entering into this *Agreement*, the Vendor becomes obligated to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this *Agreement*, or if a subcontractor

knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this *Agreement* is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

Executed this 11 day of 9, 2025

By: SAG CORP LLC
Name: KANE ROBBINS JR
Title: GOVERNMENT FLEET SALES MGR.

City of Winter Haven, Florida:

Executed this 17TH day of SEPT., 2025

By: _____
T. Michael Stavres, City Manager

Attest:
Vanessa Castillo
Vanessa Castillo, City Clerk

Approved as to Form and Legal Sufficiency:

9-17-25
Frederick J. Murphy, Jr., City Attorney

EXHIBIT 'A'
STANDARD INSURANCE AND INDEMNIFICATION EXHIBIT

Insurance Requirements – City of Winter Haven

The Consultant/Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant/Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Consultant/Contractor shall furnish Owner with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Consultant/Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Type I - Workers' Compensation Insurance

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One: "Statutory"

(ii) Part Two: $1,000,000 Each Accident
$1,000,000 Disease-Policy Limit
$1,000,000 Disease-Each Employee

Type II - General Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000 General Aggregate
(ii) $1,000,000 Products/Completed Operations Aggregate
(iii) $1,000,000 Personal and Advertising Injury
(iv) $1,000,000 Each Occurrence

Type III - Automobile Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

Type IV - Professional Liability Insurance

(a) Such insurance shall be on a form acceptable to the Owner and shall cover the Consultant/Contractor for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the agreement. Coverage must either be on an occurrence basis; or, if on a claim made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have covered had the coverage been on an occurrence basis. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) $1,000,000 Each Claim/Occurrence
(ii) $1,000,000 Annual Aggregate

The Professional Liability Insurance may be subject to a deductible not to exceed $5,000 per claim.

Additional Requirements

(a) All insurance policies provided by the Consultant/Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

(b) Compliance with these insurance requirements shall not limit the liability of the Consultant/Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Consultant/Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant/Contractor) available to the Owner under this Contract or otherwise.

(c) Neither approval nor failure to disapprove insurance furnished by the Consultant/Contractor shall relieve the Consultant/Contractor from responsibility to provide insurance as required by this Contract.

(d) The insurance provided by Consultant/Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Winter Haven shall be excess of, and shall not contribute with, the insurance provided by Consultant/Contractor.

(e) Except where prior written approval has been obtained hereunder, the insurance maintained by Consultant/Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Consultant/Contractor shall pay on behalf of the Owner and Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner and Owner's officials, officers and employees.

(f) Certificates of Insurance must be completed as follows:

1. Certificate Holder:
   City of Winter Haven
   451 Third Street, N.W.
   Winter Haven, FL 33881

2. Additional Insured for General Liability:
   City of Winter Haven and its officials, officers and employees

INDEMNIFICATION BY CONSULTANT/CONTRACTOR

(a) The Consultant/Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant/Contractor and persons employed or utilized by the Consultant/Contractor in the performance of this Contract.

(b) The remedy provided to an indemnitee by Paragraph (a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

(c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.

(d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

(e) The provisions herein are severable and if, for any reason, any one or more of such provisions shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision herein which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained herein.

Exhibit 'B'
Pricing from Original Contract

TABSHEET
ITB # 25-0217-B-HD
(Co-Op) Motor Vehicle Discount Bid
Janury 21, 2025 at 2:00 PM
Opened By: OpenGov
Reviewed By: Heidi Dotson
This is the tabsheet showing award recommendation pending Board Approval February 25, 2025

Date Solicited: December 2, 2024

Date Opened: January 21, 2025

17,141 Firms Solicited **3,607 MWBE**

33 Planholders **7 Submittals**

	Beck Auto Sales, Inc. 436 North Highway 17, Palatka, FL. 32177 Paul Fesrchke 904-347-7998	Carl Black of Orlando, Inc. 11500 East Colonial Drive, Orlando, FL. 32817 Edgar Massoni 305-781-3661	Crown Automotive Management, Inc. aka, Crown Automotive Group 6001 34th Street North, St. Petersburg, FL. 33714 Seth Edelman 727-939-6606	SAG Cocoa, LLC dba Cocoa Ford 1360 West King Street, Cocoa, FL. 32922 Kane Robbins 321-632-2222, Ext. 4107	Step One Automotive Group 696 Beal Parkway, Northwest, Fort Walton Beach, FL. 32547 Eric Jore 407-234-5116	Tropical Ford, Inc. 9900 South Orange Blossom Trail, Orlando, FL. 32837 Jeremy Swain 407-851-3800, ext. 305	TT of Smyrna Beach, LLC 2375 State Road 44, New Smyrna Beach, FL. 32168 Thomas Mahoney 631-651-1838
Completed Bidder's Acknowledgement	Yes	Yes	Yes	Yes	Yes	Yes	Yes
FL Dept. of State Division of Corporations Number	V52411	L16000041765	P03000151342	L23000239402	L16000045819	858240	L14000058081
Confidential Materials Enclosed	No	No	No	No	No	No	No
Addenda (if applicable)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Local Business Tax Receipts	N/A	Yes	Yes	N/A	N/A	Yes	N/A
Current W-9	Yes	Yes	N/A	Yes	Yes	Yes	Yes
Proof of Insurance	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Human Trafficking Affidavit	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Certified Business Program Reciprocity Affidavit (if applicable)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Bidder's Statement of Principal Place of Business (if applicable)	Florida	Florida	Florida/Ohio/TN	Florida	Florida	Florida	Florida

Licenses/Certifications (if applicable)		N/A	N/A	N/A	N/A	N/A	N/A	N/A
GROUP 1								
SEDANS & HATCHBACKS								
Item #	**Brand**	***Model**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**	**Cost Plus %**
1	**Chevrolet**	**Malibu**	3.50%	4.00%					3.00%
2	**Dodge**	**Charger**	3.50%						
3	**Hyundai**	**Elantra**			2.00%				
4		**Elantra (Hybrid)**			2.50%				
5		**Sonata**			4.00%				
6		**Sonata (Hybrid)**			2.50%				
7	**Kia**	**K4**			2.50%		3.80%		
8		**K5**			2.50%		3.80%		
9	**Nissan**	**Altima**	3.50%		3.80%		3.20%		
10		**Maxima**	3.50%				3.20%		
11		**Sentra**	3.50%		3.80%		3.20%		
12		**Versa**	3.50%				3.20%		
13	**Subaru**	**Legacy**					3.20%		
14	**Volkswagen**	**Arteon**					3.20%		

15	Volkswagen	Jetta					3.20%		
16	Subaru	Impreza					3.90%		
17	Volkswagen	Golf					3.90%		
GROUP 2									
VANS & MINI VANS									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
18	Chrysler	Pacifica			2.00%		2.90%		
19		Pacifica (Hybrid)			1.80%		2.90%		
20	Ford	Transit Connect Cargo Van						2.50%	
21		Transit Connect Passgr. Wagon						2.50%	
22	Kia	Carnival					3.90%		
23	Chevrolet	Express Cargo Van		4.00%			2.90%		3.00%
24		Express Passenger Van		4.00%			2.90%		3.00%
25	Ford	Transit Cargo Van				0.00%	2.80%	2.50%	
26		Transit Crew Van					2.80%	2.50%	

27		Transit Passenger Van				0.00%	2.80%	2.50%	
28	GMC	Savana Cargo Van					2.90%		
29		Savana Passenger Van					2.90%		
30	Mercedes-Benz	Sprinter Cargo Van			4.00%				
31	Ram	ProMaster Cargo Van			2.50%		2.90%		
32		ProMaster Window Van			2.00%		2.90%		
33	Chevrolet	E-Transit Cutaway		4.00%			3.50%		3.00%
34	Ford	Transit Cutaway				0.00%		2.50%	
35	GMC	Savana Cutaway		4.00%			2.90%		
36	Mercedes-Benz	Cab Chassis			4.00%				
37	Ram	ProMaster Chassis Cab			2.00%		3.20%		
38		ProMaster Cutaway			2.00%		3.20%		
GROUP 3									
SPORT UTILITY VEHICLES									

Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
39	Buick	Enclave	3.00%	4.00%	2.50%		3.10%		
40		Encore	3.00%	4.00%			3.10%		
41		Encore GX	3.00%	4.00%	1.80%		3.10%		
42		Envision	3.00%	4.00%	3.00%		3.10%		
43	Chevrolet	Blazer	3.00%	4.00%			2.90%		3.00%
44		Equinox	3.00%	4.00%			2.90%		3.00%
45		Trailblazer	3.00%	4.00%			2.90%		3.00%
46		Traverse	3.00%	4.00%			2.90%		3.00%
47	Ford	Bronco Sport	3.00%			0.00%	2.80%	2.50%	
48		Edge	3.00%					2.50%	
49		Escape	3.00%			0.00%	2.90%	2.50%	
50		Explorer	3.00%			0.00%	2.70%	2.50%	
51	GMC	Acadia	3.00%	4.00%	2.50%		3.20%		
52		Terrain	3.00%	4.00%	2.50%		3.20%		
53	Hyundai	Kona			2.50%				
54		Palisade			3.00%				
55		Santa Fe			3.00%				
56		Santa Fe (Hybrid)			2.80%				

57		Tucson			3.00%				
58		Tucson (Hybrid)			2.50%				
59	Jeep	Cherokee	3.50%						
60		Compass	3.50%		1.50%		3.30%		
61		Renegade	3.50%						
62	Kia	Niro					3.90%		
63		Seltos					3.90%		
64		Sorento			2.20%		3.90%		
65		Soul					3.90%		
66		Sportage			2.50%		3.90%		
67		Telluride			2.30%		3.90%		
68	Nissan	Kicks	3.50%				3.50%		
69		Murano	3.50%		4.00%		3.50%		
70		Pathfinder	3.50%		4.00%		3.50%		
71		Rogue	3.50%		4.00%		3.50%		
72		Rogue Sport	3.50%				3.50%		
73	Subaru	Ascent					3.90%		
74		Crosstrek					3.90%		
75		Forester					3.90%		
76		Outback					3.90%		

77	Volkswagen	Atlas					3.90%		
78		Atlas Cross Sport					3.90%		
79		Tiguan					3.90%		
80		Taos					3.90%		
81	Chevrolet	Suburban	3.50%	4.00%			2.90%		3.00%
82		Tahoe	3.50%	4.00%			2.80%		3.00%
83	Dodge	Durango	3.50%		2.00%		2.90%		
84	Ford	Bronco	3.50%			0.00%	2.90%	2.50%	
85		Expedition	3.50%			0.00%	2.90%	2.50%	
86	GMC	Yukon	3.50%				2.80%		
87		Yukon XL	3.50%				2.80%		
88	Jeep	Grand Cherokee	3.50%		2.10%		2.90%		
89		Wagoneer	3.50%		2.00%		3.10%		
90		Wrangler	3.50%		2.00%		3.10%		
91	Nissan	Armada	3.50%				3.50%		

GROUP 4

LIGHT DUTY TRUCKS

Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
92	Chevrolet	Colorado	3.50%	4.00%			3.90%		3.00%

93	Ford	Maverick	3.50%			0.00%	2.80%	2.50%	
94		Maverick (Hybrid)	3.50%			0.00%	2.80%	2.50%	
95		Ranger	3.50%			0.00%	2.90%	2.50%	
96	GMC	Canyon	3.50%	4.00%			3.90%		
97	Hyundai	Santa Cruz			2.30%				
98	Jeep	Gladiator	3.50%		2.00%		3.20%		
99	Nissan	Frontier	3.50%		2.50%		3.50%		
100	Chevrolet	Silverado 1500	3.50%	4.00%			2.90%		3.00%
101		Silverado 2500 HD	3.50%	4.00%			2.90%		3.00%
102	Ford	F-150	3.50%			0.00%	2.80%	2.50%	
103		F-150 (Hybrid)	3.50%			0.00%	2.80%	2.50%	
104		Super Duty F-250	3.50%			0.00%	2.70%	2.50%	
105	GMC	Sierra 1500	3.50%	4.00%	2.40%		2.90%		
106		Sierra 2500 HD	3.50%	4.00%			2.80%		
107	Nissan	Titan	3.50%		4.00%		3.40%		
108		Titan XD	3.50%				3.50%		
109	Ram	Ram 1500	3.50%		2.90%		2.90%		
110		Ram 1500 Classic	3.50%						
111		Ram 1500 (Hybrid)	3.50%				3.10%		
112		Ram 2500	3.50%		2.90%		2.90%		

GROUP 5									
MEDIUM & HEAVY DUTY TRUCKS									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
113	Chevrolet	Silverado 3500 HD	3.50%	4.00%			2.90%		3.00%
114	Ford	Super Duty F-350	3.50%			0.00%	2.80%	2.50%	
115		Super Duty F-450	3.50%			0.00%	2.80%	2.50%	
116	GMC	Sierra 3500 HD	3.50%	4.00%			2.90%		
117	Ram	3500	3.50%		3.00%		2.80%		
118	Chevrolet	Silverado 3500 HD Chassis Cab	3.50%	4.00%			2.90%		3.00%
119		Silverado 4500 HD Chassis Cab	3.50%	4.00%					
120		Silverado 5500 HD Chassis Cab	3.50%	4.00%					
121		Silverado 6500 HD Chassis Cab	3.50%	4.00%					
122	Ford	Chassis Cab F-350	3.50%			0.00%	2.80%	2.50%	
123		Chassis Cab F-450	3.50%			0.00%	2.80%	2.50%	
124		Chassis Cab F-550	3.50%			0.00%	2.80%	2.50%	

125		Chassis Cab F-600	3.50%			0.00%	2.90%	2.50%	
126	GMC	Sierra 3500 HD Chassis Cab	3.50%	4.00%			3.20%		
127	Ram	Chassis Cab 3500	3.50%		1.80%		2.90%		
128		Chassis Cab 4500	3.50%		3.50%		2.80%		
129		Chassis Cab 5500	3.50%		3.50%		2.70%		
GROUP 6									
LAW ENFORCEMENT VEHICLES & MOTORCYCLES									
Item #	Brand	*Model	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %	Cost Plus %
130	Chevrolet	Blazer EV Police Pursuit Vehicle (Electric)	3.50%	4.00%			3.20%		3.00%
131		Silverado Police Pursuit Vehicle	3.50%	4.00%			2.90%		3.00%
132		Tahoe Police Pursuit Vehicle	3.50%	4.00%			2.80%		3.00%
133	Dodge	Charger Pursuit	3.50%				2.80%		
134		Durango Pursuit	3.50%		4.00%		2.80%		
135	Ford	F-150 Police Responder	3.50%			0.00%	2.70%	2.50%	

136	Ford	Police Interceptor Utility	3.50%			0.00%	2.20%	2.50%	
137	Ford	Police Interceptor Utility (Hybrid)	3.50%			0.00%	2.20%	2.50%	
138	Chevrolet	Bolt EUV Special Service Vehicle	3.50%				3.10%		
139		Bolt EV Special Service Vehicle	3.50%				3.10%		
140		Silverado Special Service Vehicle	3.50%	4.00%			2.90%		3.00%
141		Tahoe Special Service Vehicle	3.50%	4.00%			2.80%		3.00%
142		Traverse Special Service Vehicle	3.50%				2.80%		
143	Dodge	Durango Special Service	3.50%				2.90%		
144	Ford	Expedition Special Service Vehicle	3.50%			0.00%	2.80%	2.50%	
145		F-150 Special Service Vehicle	3.50%				2.90%	2.50%	
146		F-150 Special Service Vehicle HYB	3.50%				2.90%	2.50%	
147		F-150 Lightning Pro Special Service Vehicle (Electric)	3.50%			0.00%	2.80%	2.50%	
148	Ram	1500 Classic Special Service	3.50%				2.90%		

149	Chevrolet	Express Transport Van	3.50%	4.00%			3.10%		3.00%
150	Ford	E-Transit Prisoner Transit Vehicle (Electric)	3.50%			0.00%	2.90%	2.50%	
151		Transit Prisoner Transport Vehicle	3.50%			0.00%	2.90%	2.50%	
152	Chevrolet	Camaro 1LS, 1LT, LT1, and 1SS Coupes	3.50%						
153	Dodge	Challenger SXT, GT, and R/T	3.50%						
154	Ford	Mustang GT Fsbk & EcoBst. Fsbk	3.50%			0.00%	2.80%	2.50%	
155	Harley-Davidson	Police Electra Glide			4.00%				
156		Police Road Glide			4.00%				
157		Police Road King			4.00%				

Award Key	Primary	Secondary	Tertiary

Affidavit Regarding Foreign Countries of Concern

State of Florida
County of BREVARD

Name of Vendor: SAG COCOA LLC DBA COCOA FORD

Address: 1360 WEST KING ST 32922

Phone Number: 321-632-2222

Authorized Representative's Name: KANE ROBBINS

Authorized Representative's Title: Government SALES Manager

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

The foregoing instrument was acknowledged before me this 11 day of 09, 2025, by _____, as _____ of _____, a _____, on behalf of the said _____ who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Michelle Miller-Stork
Notary Public, State of FL
Commission no.: HH622846
My commission expires: 01-15-29

MICHELLE MILLER STORK
MY COMMISSION # HH 622846
EXPIRES: January 15, 2029

Exhibit 'C'
Required Affidavits

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of BREVARD

Name of Vendor: SAG COCOA LLC DBA COCOA FORD

Address: 1360 WEST KING ST COCOA ~~FLORIDA~~ FL 32922

Phone Number: 321-632-2222

Authorized Representative's Name: KANE ROBBINS

Authorized Representative's Title: Government Sales Manager

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

The foregoing instrument was acknowledged before me this 11 day of 09, 2025, by [redacted], as _____ of _____, a _____, on behalf of the said _____ who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Michelle Miller-Stork
Notary Public, State of FL
Commission no.: HH622846
My commission expires: 01-15-29

MICHELLE MILLER STORK
MY COMMISSION # HH 622846
EXPIRES: January 15, 2029

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

I, KANE ROBBINS (name of authorized person), on behalf of SAG COCOA LLC (proposer), hereby certify that SAG COCOA LLC (company):

1. Does not participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO FLORIDA STATUTES § 287.135

ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Submitted by:

SAG COCOA LLC
Firm Name

Signature

KANE ROBBINS - GOVERNMENT SALES MGR
Name and Title (Print or Type)

9-11-25
Date

DATE: October 2, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charles Bird, Assistant City Manager – Public Safety
Vance Monroe, Police Chief

FROM: Gregory L. Goreck, Deputy Chief of Police

SUBJECT: Mutual Aid Agreement (MAA) with City of Tampa Police Department

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BACKGROUND

Chapter 23 of the Florida Statutes, the Florida Mutual Aid Act, allows for a law enforcement agency from one jurisdiction, to assist law enforcement agencies of another jurisdiction via services and resources within the State of Florida in two situations. One of those situations is to offer operational assistance during law enforcement emergencies. The other is under voluntary cooperation during a routine law enforcement nature, that crosses jurisdictional lines. The purpose of Mutual Aid is for law enforcement agencies, especially those in close proximity to each other, to receive and extend aid in the form of law enforcement services and resources in intensive situations and emergencies, and to address multi-jurisdictional challenges, so as to protect the public peace and safety, and preserve the lives and property of the community.

The mutual aid agreement between the City of Winter Haven and the City of Tampa, can only benefit the Winter Haven Police Department in their ability to better serve our community. This agreement will allow the Police Department members to participate in training opportunities they might not normally be exposed to within our jurisdiction; as well as the ability to provide better investigative efficiency, when incidents cross from our jurisdictional boundaries into others.

FINANCIAL IMPACT

There is no direct financial impact for the Police Department or the City of Winter Haven by entering into the Mutual Aid Agreement itself.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Community Safety
- **Goal:** 5.2 - Ensure the ability to meet service demands as the population grows.

- Though not specifically defined as a strategy within the Strategic Plan, this MAA will allow the department to provide better community services through better collaboration and training amongst neighboring agencies, as well as the use of resources not normally available to the community.

RECOMMENDATION

Staff recommends the City Commission approve the Agreement and authorize the Mayor and Chief of Police or his designee to take any additional action necessary thereto.

ATTACHMENT

- Mutual Aide Agreement (MAA) with City of Tampa

MUTUAL AID AGREEMENT BETWEEN CITY OF WINTER HAVEN POLICE DEPARTMENT AND CITY OF TAMPA

COMBINED OPERATIONAL ASSISTANCE AND VOLUNTARY COOPERATION AGREEMENT

WITNESSETH

WHEREAS, the subscribed law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to: (1) intensive situations including, but not limited to, emergencies as defined under Section 252.34(4), Florida Statutes (2024) and (2) continuing, multi-jurisdictional law enforcement problems, so as to protect the public peace and safety, and preserve the lives and property of the people; and,

WHEREAS, the subscribed law enforcement agencies have the authority under Part I of Chapter 23, Florida Statutes (2024), the Florida Mutual Aid Act, to enter into (1) a requested operational assistance agreement for the requesting and rendering of assistance in law enforcement emergencies, and (2) a voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines;

NOW THEREFORE, the parties agree as follows:

SECTION I: PROVISIONS FOR OPERATIONAL ASSISTANCE

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, automobile race events, concerts, parades, festivals, escapes from detention facilities, and incidents or events requiring utilization of specialized units.

SECTION II: PROVISION FOR VOLUNTARY COOPERATION

In addition, each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may also request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not necessarily be limited to, investigating homicides, sex offenses, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, F.S., back-up services during patrol activities, and inter-agency task forces, including but not

limited to, back-up services, crowd control, security services at events, traffic enforcement and drug enforcement task forces, and/or joint investigations.

SECTION III: POLICY AND PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requiring assistance shall notify the agency head, or his designee whose assistance is sought, shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate. The agency head's decision in this regard shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The resources or facilities that are assigned by the assisting agency shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head, or his designee in whose jurisdiction assistance is being given. However, no officer rendering assistance shall be required to perform any act which would violate standard operating procedures or supervisory guidelines in the jurisdiction in which the officer is normally employed.

SECTION V: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

a. Members of the participating agencies, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127, Florida Statutes (2024), have the same powers, duties, rights, privileges and immunities as if they were performing their duties inside the member's political subdivision in which they are normally employed.

b. Each party agrees to furnish necessary equipment, resources and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own equipment, resources, facilities and services in furnishing such mutual aid.

c. The agency that furnishes any equipment pursuant to this agreement shall bear the cost of loss or damage to such equipment and must pay any expense incurred in the operation and maintenance of that equipment.

d. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel

and maintenance expenses of such employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employers are engaged in rendering such aid.

e. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits which apply to the activity of such officers, agents, or employees of any such agency when performing their respective functions within the territorial limits of their respective public agencies shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer and reserve employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder when assistance is requested under Section I: PROVISIONS FOR OPERATIONAL ASSISTANCE.

g. Members of the subscribed law enforcement agencies may, without any additional authorization, continue an investigation of a crime which began in their jurisdiction anywhere within the other party's jurisdiction for the purpose of performing an investigative function to include but not limited to: interviewing witnesses, victims, or suspects or for the purpose of collecting evidence, except pursuant to a search or seizure warrant. While the Parties recognize that the above referenced activities may not constitute law enforcement action or operational assistance requiring authorization of a Mutual Aid Agreement, the Parties authorize such to the extent required by law. Nothing herein is intended to waive any argument that law enforcement may take such investigative action without the necessity of a Mutual Aid Agreement.

SECTION VI: ASSUMPTION OF RESPONSIBILITY AND SOVEREIGN IMMUNITY

Each party engaging in any operational assistance or voluntary cooperation pursuant to this agreement agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such, subject to the provisions of Section 768.28, Florida Statutes, where applicable. Neither party waives any sovereign immunity protection provided by law.

SECTION VII: NO THIRD-PARTY BENEFICIARIES

Nothing contained in this agreement shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

SECTION VIII: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter-named officials and shall continue in full force and effect for five (5) years and will renew automatically for one-year terms thereafter or until cancelled by delivery of written notice of cancellation from either party to the other. This agreement will be reviewed by the parties after the initial term and annually thereafter. Under no circumstances may this agreement be amended except in writing executed by authorized representatives of all parties.

SECTION IX: CANCELLATION

This agreement may be cancelled without penalty by any party upon delivery of written notice to the other party or parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.

FOR THE CITY OF WINTER HAVEN AND
WINTER HAVEN POLICE DEPARTMENT

_____
Nathaniel J. Birdsong Jr., Mayor
City of Winter Haven

Date Signed: _____

Attest:

_____
City Clerk/Deputy City Clerk

_____
Vance Monroe Jr., Chief of Police
Winter Haven Police Department

Approved as to form and correctness:

_____
City Attorney

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FOR THE CITY OF TAMPA AND
THE TAMPA POLICE DEPARTMENT:

_____
Jane Castor, Mayor
City of Tampa

Date Signed: _____

Attest:

_____
City Clerk/Deputy City Clerk

_____
Lee Bercaw, Chief of Police
Tampa Police Department

Approved as to form:

/s/ Mike Schmid _____
Senior Assistant City Attorney

DATE: October 3, 2025

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
Drew Neubrand, Fire Chief

SUBJECT: Fire Station 5 Public Safety Facility Guaranteed Maximum Price (GMP) with Whitehead Construction, Inc.

BACKGROUND

On February 13, 2023, the City Commission approved the Design-Build Contract associated with RFQ 22-40 with Everett Whitehead & Son, Inc., d/b/a Whitehead Construction to provide design and construction services for the City's new Fire Station 4 and 5 Public Safety Facilities. On June 24, 2024, the City accepted the Design Price Proposal for the design of Fire Station 5 Public Safety Facility.

This Design-Build Contract Terms specified Whitehead will perform all tasks necessary to design, construct, and furnish Fire Station 5 Public Safety Facility. This facility will rehouse the existing Fire Station 5 temporary facility located on the Champions Church property. The design has been completed and includes an approximately 9,000 square foot Public Safety Facility. This project is located on the Southwest side of the Lake Hartridge Nature Park adjacent to 20th Street in Northwest Winter Haven.

Whitehead has prepared a proposal for the cost to construct Fire Station 5 Public Safety Facility. The project shall not exceed $5,278,671 for the construction costs. In addition to the Public Safety Facility, this price includes adding eight (8) new boat trailer parking spots to the boat ramp, walking path improvements, and nature park entranceway improvements. Options to design and construct additional roadway improvements on Shore Road and 20th Street NW to better accommodate fire apparatus are being explored and coordinated with Polk County who has jurisdiction over some of the roadways in the vicinity.

Whitehead Construction is expected to start construction at the beginning of November. This project is expected to take twelve months for completion.

FINANCIAL IMPACT

The total Guaranteed Maximum Price including the Design and Construction of Fire Station 5 Public Safety Facility is $5,595,778. A total of $5,002,000 is accounted for in the FY26 adopted budget for Capital Projects. Any additional funding will be covered first through interest earnings and, if needed, from the General Fund's unassigned fund balance above the 30% threshold.

Based on the GMP Proposal from Whitehead, the Project expenditures are detailed below:

- Fire Station Design $ 317,107
- Fire Station Construction $5,278,671
- **Total** **$5,595,778**

The construction costs have been included in FY26 budget.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Community Safety
- **Goal:** 5.2 Ensure the ability to meet the service demands as the population grows.
- **Strategy:** Conduct an annual service demand assessment for infrastructure and service deployment across all departments.

RECOMMENDATION

Staff recommends the City Commission approve the Design-Build Contract Addendum between the City of Winter Haven and Whitehead Construction, Inc. associated with RFQ-22-40, and authorize the City Manager to sign the Design-Build Contract Addendum and take any other actions related thereto.

ATTACHMENTS

- Guaranteed Maximum Price Amendment to Design Build Contract with Whitehead's Construction Price Proposal dated July 2, 2025 attached as Exhibit A for Fire Station 5 Public Safety Facility
- Design Price Acceptance Fire Station 5

Guaranteed Maximum Price Amendment to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

This "**Guaranteed Maximum Price Amendment"** (hereafter "Amendment") to the existing February 13, 2023, Design-Build Contract between the **City of Winter Haven**, a Florida municipal corporation (hereafter "City" or "Owner") and **Everett Whitehead & Son, Inc.**, a Florida corporation (hereafter "Whitehead" or "Design-Builder") is made and entered into this 13th day of October, 2025.

W I T N E S S E T H:

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

WHEREAS, on May 1, 2024, the City and Whitehead entered into a Notice of Formal Acceptance of the Design Price Proposal for Fire Station 5; and

WHEREAS, City and Whitehead wish to amend their current contractual relationship in order to (a) describe the necessary specific Construction Phase Services required by the City for Fire Station 5 (which is a part of the Project), and (b) establish the specific framework for construction of Fire Station 5 (which is a part of the Project) including specifications, timelines, and other conditions as set forth in Whitehead's Construction Price Proposal dated July 2, 2025, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, City and Whitehead intend this Amendment to supplement the previous statements of their ongoing relationship in regard to the design and construction of the City's Fire Station 5;

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Whitehead, the parties agree to amend their February 13, 2023, Design-Build Contract (hereafter "Agreement") as follows:

ARTICLE 1 – GENERAL PROVISIONS

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

§1.2 Construction of Amendment. The parties agree that if anything in the Contract

Documents, is inconsistent with the terms and conditions of this Amendment, this Amendment shall control. Paragraphs, provisions, and sections or subsections modified by this Amendment shall read as set forth herein. All terms and conditions of the Contract Documents shall be read so as to give the provisions of this Amendment full force and effect.

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

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

ARTICLE II – GUARANTEED MAXIMUM PRICE

§2.1 Whitehead shall provide all Construction Work for Fire Station 5 (which is a part of the Project) in accordance with the Design for Fire Station 5 (which is a part of the Project) and all related materials including, but not limited to, design documents, concept drawings, plans, materials documents and specifications developed by Design-Builder during the Design Phase of Fire Station 5 (which is a part of the Project) and as approved by Owner as well as the terms of the Design-Build Agreement entered into between Owner and Whitehead on February 13, 2023, for a Guaranteed Maximum Price not to exceed Five Million Two Hundred Seventy Eight Thousand Six Hundred Seventy-One and no/100 Dollars ($5,278,671.00) plus any change orders issued in accordance with the Design-Build Agreement and less any Owner credits as described in the Design-Build Agreement and as further set forth in Whitehead's Construction Price Proposal dated July 2, 2025, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

§2.2 The terms of the Design-Build Agreement entered into between the Owner and Design-Builder dated February 13, 2023, to the extent not amended herein are incorporated by reference into this Agreement and shall remain in full force and effect including but not limited to the provisions of Article 5 of the Design-Build Agreement dealing with the Guaranteed Maximum Price, it being intended that the provisions of this Amendment are deemed to be supplementary to all provisions in the Design-Build Agreement entered into between Owner and Design-Builder dated February 13, 2023.

(the rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Maximum Price Amendment as of the date first above written.

EVERETT WHITEHEAD & SON, INC.,
a Florida corporation

Signature _____

Printed Name _____

Title _____

Federal Tax ID number: _____

CITY OF WINTER HAVEN, FLORIDA

BY: _____
T. Michael Stavres, City Manager

ATTEST:

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

BY: _____
Frederick J. Murphy, Jr., City Attorney

EXHIBIT "A"
to Guaranteed Maximum Price Amendment
(Whitehead's Construction Price Proposal dated July 2, 2025)

WHITEHEAD
CONSTRUCTION
Building Florida Since 1954

July 2, 2025

City of Winter Haven
Attn: Mr. Charlie Bird
451 Third Street, NW
Winter Haven, FL 33881

RE: City of Winter Haven Fire Station #5 Design Build (WC #6750)

Mr. Bird,

Whitehead Construction is pleased to provide you with the following GMP proposal to construct the new Fire Station 5 for the City of Winter Haven. Our GMP proposal is based on architectural plans provided by The Lunz Group, dated 5/09/2025, Civil plans provided by Carter Kaye Engineering, drawn by Brian Moss, dated 5/21/2025, landscaping plans provided by Catalyst Design Group, dated 6/12/2025 and the following scope of work.

General Conditions

- General Liability/Workers Compensation Insurance
- Supervision/Project Management
- Temporary facilities
- Temporary electricity and water
- Temporary fencing
- Dumpsters
- Construction Office Trailer
- Final cleaning
- Payment and Performance Bonds
- Permits - *$15,000.00 Allowance*
- Utility Connection fee - *$15,000.00 Allowance*
- Design Professionals CA
- Builders Risk Ins.
- Concrete & Compaction Testing

Sitework

- Mobilization
- Construction layout and as-builts
- Maintenance of traffic
- 1,100 LF type III silt fence
- Temporary construction entrance
- SWPPP Monitoring
- Pavement

  - 12" Stabilized subgrade (LBR 40)
  - 6" Crushed concrete base
  - 1.5" SP-9.5 Asphalt – 2 lifts (20% RAP)
  - 1" Milling and overlay asphalt (70 SY)
- Concrete
  - Type D Curb – 1070 Linear feet
  - Offsite sidewalk – 1736 LF
- Striping and signage
  - Striping – 140 LF of 24" White stop bar/crosswalk paint
  - 50 LF of 6" double yellow
  - (13) Parking spaces w/ no wheel stops
  - (1) Handicap space with signage
  - (12) 10' x 50' Boat trailer parking spaces
  - (13) Directional arrows
  - (2) R1-1 Stop signs
- Storm Drainage
  - 18" Core connection to existing inlet
  - 24" ADS HP Storm pipe
  - 18" ADS HP Storm pipe
  - 12" ADS HP Storm pipe
  - 6" PVC
  - 8" PVC
  - 3" PVC
  - Yard drains per plan
  - Splash pad per plan
  - Type D Inlet w/ apron
  - Type F inlet
  - Storm manhole
  - Clean and video storm line per county specs
  - Dewatering storm installation
- Sanitary Sewer
  - E-one lift station 6/8' 1
  - 8" PVC sewer 0/6' 71
  - Sewer manhole 0/6' 1
  - Rock, brick and inv concrete 1
  - 6" PVC service pipe 106
  - 8x6 PVC wye & 6' 45 bend 2
  - Sewer cleanout 2
  - Magnetic marking tape 177
  - Testing-low pressure -gravity 177
  - Testing - tv - gravity 71
  - 1.25" HDPE dr11 force main 184
  - Wet tap 2x2 1
  - 1.25" check valve 1
  - Magnetic marking tape/wire 184
  - Testing- high pressure-force main 184

- Water and Fire
  - 8" Directional bore 76
  - 8' PVC DR18 - 50
  - 6' PVC DR18 - 8
  - 4" PVC DR18 - 11
  - 2" HDPE - 78
  - WET TAP 6X6 - 2
  - Temporary jumper - 2
  - 8" gate valve - 2
  - 6" gate valve - 1
  - 4" gate valve - 1
  - 8X4 MJ Tee - 1
  - 8" MJ bend - 11
  - 8X6 MJ reducer - 3
  - 4X2 MJ tap tee - 2
  - 4" MJ bend - 1
  - 4X2 MJ tap plug - 1
  - Fire hydrant - 1
  - 2' service w/RPZ - 2
  - Lift station water service - 1
  - Chlorine injection point - 2
  - Magnetic marking tape/wire - 223
  - Pig water main - 223
  - Testing chlorination/pressure - 223
- Fire Main
  - 6" PVC dr14 - 102
  - 6" DDCYA - 1
  - 6" MJ bend - 4
  - 6" in-building riser - 1
  - Magnetic marking tape/wire - 102
  - Pig fire main - 102
  - Testing chlorination/pressure - 102
  - Fire main permit - 1
- Lift station
  - Supply and install (1) lift station package, 4' diameter, 1 HP Motor
    - *Telemetry, odor control, fencing, not included*
  - Fire Hydrant Assembly
- Site Demolition
  - Clear site of all grass and 16 trees necessary for new construction
  - Haul tree demo from site and place grass stripping's in non-structural areas
  - Sawcut & remove:
    - (1,725 SY) of asphalt & base
    - (1,235 SY) of gravel base
    - (126 SF) of concrete sidewalk
  - Excavate & remove (21 LF) of storm pipe
  - Haul demo items within this scope from site

- Grading
  - Cut out & grade proposed areas using cut materials placed and compacted as needed
  - Grade building pad, roadway & parking areas
  - Final grade at this scope's completion
  - Export (172 CY) of excess fill materials

Concrete

- Excavate footing pads and perimeter stem wall per plan
- Place rebar and pour foundations per plan
- Grade, prep, pour and finish 4" Building Pad and 8" apparatus bay slab per plan
- Form, prep and pour 8" thick apparatus bay driveway aprons, with reinforced 4,000 psi concrete, #4 rebar mat 12" OC both ways
- Set and fill (17) 6" bollards
- Form, prep, pour and finish building sidewalks
- Form, prep, pour and finish dumpster pad
- Form, prep and pour generator pad, A/C pads and screen room slab

Masonry

- 8", and 12" CMU walls per plans on the fire station, and dumpster pad
  - Lintels, grout fill and reinforcement to plan
- Supply and install modular brick and mortar per plan
  - Includes all angles, ties and cap

Roofing

- Supply and install a new Petersen PAC-CLAD, 24-gauge steel metal roofing system per plan
  - MTS Plus self-adhering peel and stick underlayment fully adhered to roof deck
  - Tite Loc Plus, 16" panel width x 2" seam height
  - Mechanically seamed panel
  - Kynar standard color and finish
  - Gutters and Downspouts
  - Flash all plumbing vent stacks and HVAC vents as required
  - Soffit and fascia metal
  - Supply PAC-CLAD engineering and 20-year Weather-Tightness warranty

Framing and Drywall

- Exterior Framing
  - Supply and install wood trusses and lumber package
  - Install sub fascia
  - Install roof decking
- Supply and install Hardie siding, flashing and trim
- Supply and install metal apparatus bay ceiling
- Interior Framing
  - Metal frame interior walls
  - Furr CMU wall with 1 ½ Z & 1 ½ rigid foam insulation
  - Frame ceilings per plan
  - Ledger on CMU wall to support trusses
  - Window bucks per plan

- Drywall
  - Install 5/8 drywall ceilings
  - Install draft stops in attic
  - Install 5/8 on walls ¾ fire-treated in IT room
  - Finish drywall level 4
- Furnish and install 1.5" rigid foil-faced insulation on exterior walls
- Furnish and install R-11 and R-19 unfaced fiberglass batts in sound walls

Millwork & Cabinetry

- Supply and install cabinets and counter tops to plan
  - All plywood construction Laminated finish
  - Level 5 Corian counter tops
  - Matching Corian windowsills throughout
- Kitchen
  - 9' LF Upper cabinet
  - 15.5' LF Base cabinet
  - 8.5' LF Island base cabinet
  - 12.5' LF Knee wall
  - 12.5' LF Bar top 18" deep (level 5 ss)
  - 12.5' LF Island top 25" deep (level 5 ss)
  - 17.5' countertop 25" deep (level 5 ss)
  - Pantry 7' tall storage cabinets (locking)
- Clean room
  - 15' LF Base cabinet
  - 10.5' L Upper cabinet
  - 15' LF Countertop 25" deep (level 5 ss)
- Laundry
  - 5.5' LF Upper cabinets
- Hall
  - 11' LF Tool / charging counter (same as fire station 4)
- Tools
  - 15" LF Raw plywood countertop for Stainless Steel countertop
  - (5) Metal brackets (Rakks)
- Bathroom 102, 122 , 123
  - 15' LF Base cabinet
  - 15' LF Countertop 24" deep (level 5 ss)
  - (3) White under mount sinks
- Bunk Rooms
  - Supply and install (6) wardrobe cabinets per plan

Spray Foam Insulation

- Supply and install spray polyurethane closed cell foam applied at an average thickness to achieve an R-30 rating to the underside of all pitched roof decks over the conditioned space and apparatus bay
- Supply and apply an intumescent thermal barrier applied per manufacturers specs over the foam

Caulking

- Caulk exterior louvers
- Caulk hardscape to building
- Caulk exterior door perimeters
- Caulk vertical masonry control joints (both sides) Detail 10/A-311
- Caulk horizontal joint at water table
- Caulk slab on grade saw cut joints at apparatus bay slab
- Install fluid applied waterproofing at inner cavity CMU walls behind brick veneer

Doors & Hardware

- Provide and install hollow metal frames and hollow metal exterior doors per plan
- Provide and install hollow metal frames and solid core wood interior doors to be field-finished
- Provide and install hardware per plan
    - Includes (11) additional closures not on plans

Glass & Glazing

- Supply and install commercial store front glazing
    - (1) 120" x 60" commercial door and sidelite
        - Mill finish
        - Tinted IG impact glass
    - (1) 64" x 84" Commercial door and sidelite
        - Wide stile w/ panic bar and electric strike
        - Mill finish
        - Tinted IG impact glass

Windows

- Supply and install PGT windows to plan
    - (5) Picture windows – Series 7720A
        - Miami-Dade Certification
        - Bronze frame
        - Low E – Energy shield max
    - (6) Casement windows – Series 740
        - Miami-Dade Certification
        - Egress hinged
        - Bronze frame
        - Low E – Energy shield max
    - (1) Single Hung window – Series 7600A
        - Miami-Dade Certification
        - Bronze frame
        - Low E – Energy shield max

Window Treatments

- Furnish and install Hunter Douglas window roller shades per specs and plan

Overhead Doors

- Supply and install (4) 14'-0" x 14'-4" Raynor Steel Form white commercial sectional doors with (1) row of full view impact rated glass lites
- Lift clearance tracks
- Includes (4) Genie model GSXH 3/4HP commercial operators w/ (1) remote per opener

Acoustical Ceilings

- Install new 2' x 2' white ceiling tiles in white grid
  - Ceiling Tile: Armstrong #1490 Canyon
  - Ceiling Grid: Armstrong #7300 Prelude XL

Screen Enclosure

- Install a 12' x 14' screen-enclosed patio with insulated roof panels
- Includes 6" gutter

Painting

- Interior
  - Apply (1) one coat of primer and (2) two coats of finish to ceilings, walls, doors and trim
- Exterior
  - Apply (1) one coat of primer and (2) two coats of finish to stucco, siding, bollards and dumpster enclosure
- Supply and apply sealer to concrete floors in apparatus bay, mechanical room and IT room

Flooring/Tile/Carpet/VCT

- Furnish and install flooring:
  - Rooms 102, 122, & 123 - Floor tile – Enchant HDP 12"x 24" matte
  - Rooms 103 & 106 - Carpet tiles – Shaw 59587 24" x 24"
  - Room 107 - Anti-static VCT
  - Room 104 - Rubber Gym Tarkett Replay 24" x 24" x 3/8" interlocking tile
  - Shower floors - FL Tile Enchant M122 3" x 3" mosaic
  - Shower walls - Wainscot
  - Bathrooms wall to receive FL tile Enchant 3" x 12" Bullnose in lieu of rubber molding
  - All remaining floors to receive polished concrete
    - Class 1 shine
    - Satin finish – low gloss
    - SCC densifier and stain guard
  - All remaining living areas to receive rubber base molding – Tarkett Perceptions 4-1/4"
  - Wall Tile in Laundry - All Walls to 5'AFF per finish schedule
- All other rooms to receive Polished concrete finish
  - Class – Grade 1 shine
  - Includes POLYUREA semi-rigid joint filler
  - Post polishing floor protection

Stucco

- Furnish and install 7/8" stucco on CMU on west apparatus bay wall
- Furnish and install 7/8" stucco above Overhead Doors

Bathroom Accessories

- (3) Napkin Disposals
- (3) 18" x 36" angle framed mirrors
- (3) Wall mounted soap dispensers
- (2) Surface mounted towel dispensers
- (3) Surface mounted toilet paper holders
- (1) 36" Grab bar – Stainless steel
- (1) 42" Grab bar – Stainless steel
- (4) Hat & coat hooks
- (2) Towel rings
- (3) Waste receptacles
- (2) shower /dressing seats – 18" wide
- (1) Aerix Hand dryer Surface Mount - SS

Lockers

- Provide and installed steel PPE lockers per plan
  - Helmet shelf, hanging rod, 2 accessory hooks, & label holder in each locker

Fire Alarm

- This proposal is based on providing Notifier addressable Fire Alarm Equipment.
- This proposal includes Horn/ Strobes as shown on the contract drawings.

Fire Sprinkler/Fire Suppression

- Provide and install NFPA 13 - FIRE SPRINKLER SYSTEM:
  - Wet and dry system per plan

Signage

- 30' flagpole with external halyard installed (this includes a U.S. flag) Unflagged max wind speed 104 mph, flagged max wind speed 85 mph
- Set of 1/2" thick flat cut out acrylic letters stud mounted to building (WINTER HAVEN FIRE STATION FIVE)
- Single sided 5' x 5' internally illuminated diamond plate aluminum sign with station number installed on building
- Single sided 44" x 44" non illuminated aluminum pan with digitally printed vinyl graphics installed on building
- Various sized ADA compliant signs installed on interior walls
- Single sided 8" x 8" roof truss sign with reflective vinyl graphics installed on building
- ***$10,000.00 Allowance included for monument sign***

FFE

- Furniture & Gym Equipment
  - ***Allowance of $65,000.00***
    - (1) Stairmaster
    - Valor Dumbbells
    - Valor Misc
    - (1) Treadmill
    - Rouge Equipment
    - (6) Recliners
    - (6) XL Twin Bed Frames
    - (6) XL Twin Box Springs
    - (6) XL Twin Mattresses
    - (6) Desks
    - (6) Desk Chairs
    - (1) Dining Table
    - (8) Dining Chairs
    - (6) Bar Stools
    - (4) File Cabinets
    - (1) Pressure Washer
    - (1) Coffee Brewer With (2) Decanters
- Bike rack – 3 Loop
- (1) Knox box
- Extractor
- Dedication plaque

Appliances

- Supply and install:
  - Appliances based on what was provided at COWH Fire Station 4
    - ***$15,000 Allowance for kitchen appliances***
  - Washer and dryer
  - Extractor

Plumbing

- Install complete plumbing system per plan
  - CPVC Water Underground and PVC sewer drainage
- Provide all plumbing for sanitary, condensate, water
- Drains to be Sch. 40 PVC
- Provide and install grease trap per plan
- All plumbing to be stubbed 5' out of building
- Supply and install (1) air compressor, galvanized airlines and equipment

HVAC

- Supply and install a complete system
  - Trane air conditioning and OSA
  - Duct for AC supply, return air mains will be 1.5" Fiber insulated duct
  - Duct for exhaust will be galvanized G90, made to SMACNA standards
  - Greenheck Fire Dampers, Louvers, Exhaust & Supply fans
  - Metalaire Grills & Diffusers
  - Greenheck 12' Fan in apparatus bay
  - Provide and install 1, Denlar D1036D 36" hood, pre-piped with fire suppression, inline fan, testing and or certification included to certify fire suppression, duct and installation
  - Independent testing and balancing
  - **Proposal excludes HVAC building automation and controls**

Electrical

- Supply and install Value engineered light fixture package in lieu of specified fixtures
  - VE Package results in a $40,000.00 savings included in base bid
- Supply and install site Lighting per plan
- Supply and install all devices per plan
  - Ceiling mount occupancy sensor
  - Momentary switch
  - Wall mount occupancy switch
  - Single pole switch
  - Three-way switch
  - Fan switch
  - 0-10V Dimmer switch
  - Floor box
  - Cord reel
  - Duplex receptacle
  - GFCI receptacle
  - GFCI W/P receptacle
  - Quad receptacle
  - N10-30R receptacle
  - N15-50R receptacle
  - N6-20R receptacle
  - Hand dryer connection
  - Overhead door red/green light connections
    - All boxes and conduit are included
- Supply and install communication systems per plan
- Supply and install equipment circuits per plan
  - Overhead door
  - HVLS fan
  - EWH-1
  - Compressor
  - Ice machine
  - Extractor
- Supply and install mechanical circuits per plan
  - AHU-1,2,3,4,5

  - CU-1,2,3,4,5
  - OAH-1, OACU-1
  - SF-1 & 2
  - EF1-7
  - MS-1 & 2
  - Air dryer
  - KEF, KSF hood fans
- Supply and install distribution equipment
  - CT Meter
  - Main Service disconnect
  - MDP 600A
  - Panels
- Supply and install generator package
  - (1) KOHLER Model 180REOZJG , EPA Certified Diesel Generator Set 180kW, @ 0.8 PF, 60 Hz, 3 Phase, 120/208 Volt, UL2200 APM402 / Controller meets NFPA 110 Hurricane Impact Rated, Level E Enclosure: Sound / Aluminum, 186 MPH Wind Load Rated, Critical Silencer, 72 dB(A) at 7 meters, Unit Mounted Radiator Block Heater 120 Volt, 1800 Watt
  - Flexible Fuel Lines Sub-base Fuel Tank, 96 Hour, 1517 Gallon, UL142, FDEP Compliant
  - Line Circuit Breaker, 3 Pole, 100% Rated, 600 Amp, LSI w/ Shunt Trip, Shunt Trip Wiring
  - (1) Automatic Transfer Switch: 208 Volt, 3 Ph, 4 Pole, 600 Amp
  - ***$5,000.00 Allowance for generator fuel***
- Site Utilities
  - 3" conduit from utility transformer to main service disconnect each with 4-#350CU
  - 3" conduit from generator to automatic transfer switch each with 4-#350CU
- Complete lightning protection system at Fire Station

Access Controls

- Supply and install access control system
  - (4) HES-5000 Electric strikes
  - (7) HES-9400 Surface mount electric strikes
  - 18/4 wire for strikes
  - (2) Additional strikes for rooms 125 & 126

Landscape/Irrigation

- Supply and install to plan:
  - (24) Live Oak
  - (6) Japanese Blueberry
  - (12) Crape Myrtle
  - (19) Wax Myrtle
  - (77) Podocarpus
  - (236) Walters Viburnum
  - (144) Bulbine
  - (179) Schilling
  - (249) Pink Muhly Grass
  - (332) White Fountain Grass
  - (120) Saw Palmetto

  - (148) Dwarf Fakahatchee Grass
  - (231) Coontie
  - (90) Cubic yards of mulch
  - (32,000) Sq-ft Argentine Bahia sod & (10,000) Sq-ft St. Augustine Grass
- Supply and install irrigation system per plan
  - Equipment (Timer/Wiring/Grounding)
  - (10,000) LF Drip line
  - (61) Bubblers
  - (670) LF Sleeving
  - (15) 1.5" Valve Banks
  - (93) Turf sprays MPR
  - (920) LF 1.5" Mainline class 200

Fencing

- Supply and install chain link fencing per plan
- 170' of 6'H Black welded wire fencing (Perimeter Coastline - Northstate)
- Install 75' of 6'H WHT PVC Privacy fencing With Federation caps
  - Includes removal of existing fence

Fire station Alert System

- Provide and install Alert System from US DIGITAL DESIGNS
  - **Allowance of $105,372.00 included**
  - Quote provided by COWH

Cascade System

- Provide and install Cascade system
  - **Allowance of $62,910.00 included**
  - Quote provided by COWH

Project Total: $5,278,671.00

(Five Million, Two Hundred, Seventy-eight Thousand, Six Hundred, Seventy-one Dollars and 00/100***)

Additional Services

- Drainage and paving services per conceptual plans, provided by Carter Kaye Engineering
- See budget proposal 6750A for additional details

Exclusions:

- Impact fees, Phone/data/computer wiring and IT rack, CCTV systems, TV's, Gas grill for patio & patio furniture, All kitchenware's, pots, pans, plates, cups and utensils, Hand tools, Access Control systems, Atosa appliances, Tree trimming, Metal duct work, HVAC building automation and controls

NOTE
In the event of a material price increase due to today's volatile construction market, tariffs, or a delay in material availability during the performance of the contract work, through no fault of Whitehead Construction, the contract sum, and duration shall be equitably adjusted by an owner-approved change order in accordance with the contract documents

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to contact our office at (863) 293-6473.

With Kind Regards,

Nathan Marshall

Nathan Marshall
Chief Project Estimator

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: 6-26-, 2024

EXHIBIT "A"

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: October 1, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Charlie Bird, Assistant City Manager – Public Safety

FROM: Drew Neubrand, Fire Chief
Shawn Dykes, Human Resources Director

SUBJECT: Winter Haven Professional Firefighters, International Association of Firefighters Local 4967 and City of Winter Haven Memorandum of Agreement

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BACKGROUND

In accordance with Certificate Number 1836 issued by the Florida Public Employees Relations Commission (PERC) on April 3, 2014, the Winter Haven Professional Firefighters, International Association of Firefighters Local 4967 (IAFF) became the sole exclusive collective bargaining agent for probationary and regular fulltime employees classified as Firefighters, FF I, FF II, FF III, Fire Lieutenants, and Fire Inspectors / Investigators.

In October 2022, the City and IAFF enacted a Collective Bargaining Agreement (CBA), which is set to expire September 30, 2025. This agreement will remain in effect under status quo conditions until a new CBA is properly negotiated and mutually agreed upon by both the City and IAFF.

Negotiations commenced on July 28, 2025, between the IAFF team, represented by Local 4967 President Credie Windemaker, and the City team, represented by Labor Attorney Greg Hearing. On September 16, 2025, the City and IAFF bargaining teams tentatively agreed upon the following changes to Article XXX - Wages:

<u>Article XXX – Wages</u>

- The minimum starting hourly rate of pay of all Firefighters, Fire Lieutenants, and Fire Inspectors / Investigators will be adjusted five percent (5%).
- All incumbent members classified as Firefighter, FF I, FF II, FF III, Fire Lieutenant, and Fire Inspectors / Investigator shall receive a six percent (6%) pay adjustment to their hourly rate of pay.
- Effective January 1, 2026, and in alignment with Article XX, annual rates will be calculated based on 2,496 scheduled work hours, revised from the current 2,600 scheduled work hours.

A member ratification vote to affirm the tentatively agreed upon changes to Article XXX was held, with results provided September 30, 2025. Of the fifty-two (52) members who voted, fifty (50) voted in favor of the proposed changes as outlined above and detailed in the attached Memorandum of Agreement. Two (2) voted not in favor of the changes.

FINANCIAL IMPACT

These economic provisions of the contract are funded in the FY2025-26 budget.

STRATEGIC PLAN ALIGNMENT

- This is a routine action associated with the normal operations of the City and is not specifically defined as a goal or strategy within the Strategic Plan. However, it aligns with the Responsible Government Strategic Pillar

RECOMMENDATION

Staff recommends the City Commission approve and authorize the City Manager to execute the MOA, which will be incorporated into the yet to be fully negotiated CBA.

ATTACHMENT

- Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

THE CITY OF WINTER HAVEN

AND

WINTER HAVEN PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4967

This Memorandum of Agreement is made and entered into by and between the City of Winter Haven, hereinafter referred to as the "City" and the Winter Haven Professional Firefighters, International Association of Firefighters Local 4967, hereinafter referred to as the "WHPFF."

WHEREAS, the WHPFF is the certified bargaining representative for Winter Haven Firefighter; Firefighter I; Firefighter II; Firefighter III; Fire Lieutenant; and Fire Prevention Inspector/Investigator, in accordance with Certification Number 1836 issued by the Florida Public Employee Relations Commission April 3, 2014;

WHEREAS, the WHPFF and City entered into a Collective Bargaining Agreement effective October 1, 2022, and terminating September 30, 2025, that provides for the parties to renegotiate the Agreement, prior to October 1, 2025, and

WHEREAS, the parties in the immediate wish to enact a change to Article XXX, Wages for all members of the bargaining unit effective October 1, 2025,

Now, Therefore, the parties agreed to amend Article XXX of the current Collective Bargaining Agreement to be constituted as:

The Performance Compensation Step Plan (Plan) was established October 1, 2021, and shall remain in effect throughout the duration of this Agreement. The Plan provides all City employees an opportunity to achieve a pay adjustment to the next step within the pay grade if the employee receives a satisfactory performance evaluation or better. The adjustment would occur on the employee's anniversary date. Should an employee not achieve a satisfactory performance rating or better, the employee will be placed on a Performance Improvement Plan (PIP) and will not be eligible for a pay adjustment to the next step within the pay grade until their next anniversary date, assuming the employee completes the PIP requirements.

When an employee receives a PIP, the employee will be placed on a six (6) month probationary period and advised of their performance deficiencies and be provided a plan of action to aid in achieving a satisfactory, or better, performance evaluation. During the six (6) month probationary period, the employee will be re-evaluated, and if, at the end of the six (6) month probationary period, the employee has received a satisfactory evaluation, the employee will be released from probation but will not receive a pay adjustment. If the employee has not fulfilled the PIP and does not receive a satisfactory evaluation at the end of the six-month probationary period, the employee may be dismissed.

The following demonstrates what the Plan's pay adjustment will be for the next three years:

Fiscal Year 25/26	2.5% Employee Pay Adjustment
Fiscal Year 26/27	2.5% Employee Pay Adjustment
Fiscal Year 27/28	2.5% Employee Pay Adjustment

On each five (5) year increment anniversary, the employee will have a performance-based opportunity to receive a 3.5% pay adjustment for that year only then return to the normal performance-based step schedule.

New Hires and New Minimum Classification Rates

For the fiscal year 2025-26, effective October 1, 2025, WHPFF employees shall receive wage adjustments as follows:

- The minimum starting hourly rate of pay for each Firefighter classification represented within this Agreement shall increase by ~~f~~ive percent (5%). The new hourly rate will be applied to the number of hours scheduled to work (Article XX).

	From	To
o Firefighter	$16.45/Hour	$ 17.27/Hour
o Firefighter I	$17.95/Hour	$ 18.85/Hour
o Firefighter II	$19.60/Hour	$ 20.58/Hour
o Firefighter III	$21.42/Hour	$ 22.49/Hour
o Fire Prevention Inspector/Investigator And Lieutenant	$24.42/Hour	$ 25.64/Hour

Effective January 1, 2026, to align with Article XX, annual rates will be based on 2,496 scheduled work hours.

	From	To
○ Firefighter	$17.27/Hour	$ 17.99/Hour
○ Firefighter I	$18.85/Hour	$ 19.64/Hour
○ Firefighter II	$20.58/Hour	$ 21.44/Hour
○ Firefighter III	$22.49/Hour	$ 23.43/Hour
○ Fire Prevention Inspector/Investigator And Lieutenant	$25.64/Hour	$ 26.71/Hour

Incumbent Staff

- All full-time incumbent Firefighters (I, II, II, Insp/Invest, and Lts.) represented within this Agreement shall receive a six percent (6%) pay adjustment applied to their hourly rate of pay.
- Effective January 1, 2026, to align with Article XX, annual rates will be based on 2,496 scheduled work hours.

Incentivized Progression – Firefighter II and III

- The City will compensate Firefighters I and II who take the necessary steps to advance in their field by successfully obtaining all required certifications to be reclassified to the next rank of Firefighter II or III but have not met the necessary time to be reclassified to the next rank, by adjusting their hourly rate of pay by 2.5%. Once the required time in the current classification is met to be reclassified to the next rank, according to Article XV Minimum Qualifications – Firefighter II, III, Paramedic, the Firefighter will receive the additional 2.5% pay adjustment (total of 5%) or have their hourly rate of pay adjusted to the new classification minimum rate of pay, whichever is greater.

This Memorandum of Agreement shall be effective upon approval of both parties as of October 1, 2025.

APPROVED FOR THE CITY

_____ _____

T. Michael Stavres, City Manager Date

APPROVED FOR THE WINTER HAVEN PROFESSIONAL FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4967

_____ _____

Credie Windemaker, WHPFF Date

DATE: October 2, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: C.J. Scott, Chief Financial Officer

SUBJECT: Resolution R-25-50 Adopting a Debt Management Policy for the City of Winter Haven

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BACKGROUND

The issuance and management of debt is an important component of the City's financial strategy. A clear and comprehensive Debt Management Policy:

- Provides guidance on the appropriate timing, purpose, type, and structure of debt issuance.
- Safeguards the City's credit quality and reputation in the investment community.
- Supports long-term financial planning by fostering disciplined and consistent decision-making.
- Ensures compliance with state and federal regulations.

The policy outlines the purposes for which debt may be issued, establishes limitations to ensure debt is used prudently, and sets standards for structuring, refinancing, and managing obligations. It also formalizes objectives for maintaining access to capital markets, preserving strong credit ratings, and ensuring transparency and accountability to taxpayers and investors.

POLICY HIGHLIGHTS

Key provisions of the Debt Management Policy include:

- **Use of Debt:** Debt will be used only for capital improvements and not to subsidize recurring operations or maintenance.
- **Debt Objectives:** Maintain low borrowing costs, align borrowing with strategic goals, protect the City's credit ratings, ensure affordability, and provide transparency.
- **Bond Maturity:** Debt terms will not exceed the useful life of the financed asset or project.

- **Debt Structures:** Preference for fixed-rate bonds, level debt service, and callable features when financially prudent.
- **Refinancing:** Refinancing is permitted when resulting in at least 3% present value savings or under compelling circumstances.
- **Permitted Instruments:** General obligation bonds, revenue bonds, state revolving fund loans, direct placements, capital leases, and other legally authorized instruments.
- **Compliance:** Annual review of the policy, adherence to Florida Statutes, federal tax law, and SEC disclosure requirements.

FINANCIAL IMPACT

There is no financial impact associated with adoption of R-25-50.

STRATEGIC PLAN ALIGNMENT:

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.2 – Draft and adopt a robust debt policy that complements the City's Financial Management Policy and aligns with the GFOA's best practices.

RECOMMENDATION

Staff recommends the City Commission adopt Resolution R-25-50, establishing the City of Winter Haven's Debt Management Policy.

ATTACHMENTS

- Resolution R-25-50
- Exhibit A to Resolution R-25-50
- Debt Management Policy

RESOLUTION R-25-50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA ADOPTING A DEBT MANAGEMENT POLICY TO ESTABLISH GUIDELINES FOR THE ISSUANCE AND MANAGEMENT OF DEBT; PROVIDING FOR SEVERABILITY; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven is committed to maintaining sound financial management practices that promote fiscal stability, accountability and transparency; and

WHEREAS, the issuance and management of debt is a critical component of the City's ability to finance major capital improvements and provide essential public services; and

WHEREAS, a formally adopted Debt Management Policy establishes clear parameters for debt issuance, ensures prudent borrowing practices, and safeguards the City's strong credit reputation; and

WHEREAS, the City Commission of the City of Winter Haven recognizes that adherence to such a policy promotes long-term financial sustainability, minimizes borrowing costs, and supports the City's strategic goals; and

WHEREAS, the City's Debt Management Policy sets forth guidelines regarding the purpose of debt issuance, permitted instruments, debt structure, refinancing, credit rating objectives, method of sale, post-issuance compliance, and ongoing review; and

WHEREAS, it is in the best interest of the City, its residents, and taxpayers to formally adopt and implement the Debt Management Policy attached hereto as *Exhibit A*;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA AS FOLLOWS:

1. The City Commission hereby adopts the City of Winter Haven Debt Management Policy and hereby directs the City Manager to implement said policy.
2. If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

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 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 13th day of October, 2025.

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.

I. Purpose

The purpose of this Debt Management Policy is to establish clear guidelines for the issuance and management of debt by the City of Winter Haven, Florida. This policy ensures that debt is used prudently to meet the City's capital needs while maintaining sound financial health, minimizing borrowing costs, and preserving the City's excellent credit reputation.

The City recognizes that a strong debt policy is the cornerstone of a well-managed debt program. Such a policy establishes clear parameters for issuing and managing debt while guiding decision-makers on the appropriate timing, purpose, type, and structure of debt issuance. Adherence to this framework safeguards the City's credit quality, promotes sound financial management, and supports long-term planning by fostering disciplined, consistent, and rational decision-making.

II. General Debt Governing Policies

The City may issue debt obligations to finance the construction or acquisition of infrastructure and other long-term capital projects or other projects, or to refinance existing debt in order to meet its responsibilities to residents. The City is committed to ensuring that all debt is issued and managed in a manner that provides the greatest long-term financial benefit to the community, while striving to preserve and enhance the City's bond ratings and reputation within the investment community. The following policies establish the issuance and management of debt:

Restriction on Operating Subsidies

The City will not issue debt instruments, such as notes or bonds, to subsidize current operations or recurring maintenance.

Purpose of Debt Issuance

Debt obligations will be utilized solely for the acquisition, construction, or remodeling of capital improvement projects or for other projects that cannot be funded from current revenue sources.

Capital Improvement Financing

Bonds will only be issued for capital improvements, including infrastructure and equipment, or other projects, with a useful life of five years or more.

Bond Maturity

The term of any bond shall not exceed the useful life of the asset or project being financed.

Use of General Obligation Debt

General obligation debt will not be used to finance enterprise fund activities, whether capital or operating in nature.

Tax Status

The City has historically issued tax-exempt debt, which significantly reduces borrowing costs compared to taxable debt. Accordingly, the City will continue to issue tax-exempt debt whenever permissible under federal law and regulations.

Subordinated Debt

Because subordinated debt carries lower credit ratings, weaker investor protections, and higher borrowing costs, its use should be minimized. Such debt may only be considered when no other financing method is available, or it provides a lower cost option, or when issued for restructuring purposes, particularly if senior-lien covenant restrictions are unfavorable and the subordinated debt will be retired or refunded in the near term.

Defeasance of Bonds

The City may consider defeasing outstanding bond issues if the resulting savings are significant, as determined by the City Manager, and provided such action complies with all applicable bond covenants, laws, the City Charter, ordinances, and resolutions.

Debt Service Structure

Where practicable, the debt service structure on new money financing should be level debt service if economically feasible.

Callable Bonds

Call features are preferred and should be utilized when financially prudent in order to provide future flexibility. The appropriateness of call features will be evaluated for each transaction, based on market conditions and with input from the City's Municipal Advisor.

Refinancing of Debt

The City may periodically refinance outstanding debt to take advantage of lower interest rates, provided the refinancing results in a net present value savings of at least three percent (3%) of the par amount of the refunded bonds. Refunding bonds which do not achieve such debt service savings may be issued to restructure debt or provisions of bond documents only if such refunding serves a compelling City interest or under extraordinary conditions.

III. Debt Policy Objectives

The objectives of the Debt Management Policy are to provide a disciplined framework for managing the City's borrowing practices in a way that supports long-term financial stability and community investment. Specifically, the policy aims to:

- **Maintain access to capital markets at the lowest possible cost**

  The City will structure and manage its debt to achieve the most favorable financing terms available in the market, while balancing cost with risk considerations. Maintaining credibility with investors and underwriters helps ensure efficient, cost-effective access to funds when needed.

- **Ensure that debt is issued only for capital needs aligned with the City's strategic goals**

  Borrowing will be limited to projects that provide long-term value, such as essential infrastructure, facilities, and major equipment, and that are consistent with the City's Comprehensive Plan and adopted capital improvement priorities. Debt will not be used to finance recurring operating or maintenance costs.

- **Preserve and enhance the City's credit ratings**

  The City will adhere to prudent financial and debt management practices to safeguard its high credit standing. Strong credit ratings lower borrowing costs and reflect the City's fiscal responsibility, thereby preserving investor confidence.

- **Manage debt service obligations responsibly within the City's operating budget**

  Annual debt service will be planned and monitored to ensure that repayment obligations remain affordable and sustainable. Debt levels will be managed in a way that does not compromise the City's ability to provide essential services or respond to changing economic conditions.

- **Provide transparency, accountability, and compliance with all regulatory requirements**

  The City will maintain open and accurate communication with the public, elected officials, credit rating agencies, and regulatory bodies. All debt issuance and reporting will fully comply with federal, state, and local laws, as well as continuing disclosure requirements, ensuring accountability to both taxpayers and investors.

IV. Scope

The City Commission is authorized to issue debt, borrow funds, and contract loans in accordance with the Constitution of the State of Florida and applicable state laws. The Debt Management Policy applies to all forms of debt issued or guaranteed by the City, including:

- **General Obligation Bonds (GO)**

  Bonds backed by the full faith, credit, and taxing power of the City. Repayment is secured through the City's full faith, credit and unlimited taxing power and requires voter approval.

- **Revenue Bonds**

  Bonds repaid solely from the revenues generated by a specific project or source or that do not constitute ad valorem tax revenues, such as non-ad valorem revenues, utility fees, or other dedicated revenue streams. They are not backed by the City's full faith, credit and unlimited taxing powers.

- **Direct Placements and Bank Loans**

  Debt obligations issued or borrowed directly from a bank or financial institution rather than through a public bond offering. These typically involve simpler documentation and lower issuance costs.

- **State Revolving Fund Loans (SRF)**

  Low-interest loans provided by the State of Florida, often through federal funding, to support local governments in financing eligible water, sewer, or environmental projects.

- **Capital Leases**

  A long-term lease agreement used to finance equipment or facilities, where the City effectively assumes ownership of the asset over the life of the lease.

- **Tax Increment Financing (TIF)/CRA Debt**

  Financing secured by the increase in property tax revenues (the "increment") generated within a designated redevelopment area. The additional revenues are used to repay debt issued to fund improvements in that area.

- **Any other debt defined as such under generally accepted accounting principles (GAAP) or GASB standards**

V. Permitted Debt Instruments

The City may use the following debt instruments:

- **Fixed-rate Bonds (preferred)**

  Debt obligations with an interest rate that remains constant over the life of the bond, providing predictable repayment costs and minimizing exposure to interest rate fluctuations.

- **Variable-rate Bonds (subject to risk controls and Commission approval)**

  Debt obligations with interest rates that adjust periodically based on market conditions or an index. These bonds may offer lower initial rates but carry higher risk due to potential rate increases. Their use requires appropriate risk management measures and City Commission approval.

- **Short-term notes or lines of credit for interim financing**

  Borrowing instruments used to provide temporary funding for projects until long-term financing is secured or other revenues are available. They are generally repaid within a short period, often from bond proceeds or dedicated revenues.

- **Equipment leases or installment financings when cost-effective**

  Financing arrangements that allow the City to acquire essential equipment or assets by making periodic payments over time rather than paying the full cost upfront. These are used when they are determined to be more economical than other financing options.

Derivatives, interest rate swaps, or other high-risk instruments are prohibited unless authorized by the City Commission under a separate policy.

VI. Method of Sale

The City's policy is to select the method of sale that provides the most favorable results, taking into account both short-term and long-term financial implications. This section establishes guidelines to ensure the most appropriate sale method is chosen based on financial, market, transaction-specific, and issuer conditions.

Competitive vs. Negotiated Sales

The competitive sale method is preferred and should be used when the following conditions exist:

- The City has a stable borrowing history in the public market.

- An active secondary market exists for the City's debt.
- The City maintains an underlying credit rating of "A" or higher.
- The size of the issuance is appropriate; neither too large for market absorption nor too small to attract investors.
- The financing structure of the issue is straightforward and does not include complex or unusual features.
- Market conditions are favorable, with stable interest rates, strong investor demand, and adequate liquidity.

If these conditions are not met, or upon the recommendation of the City's Municipal Advisor, the City may use a negotiated sale, subject to the following practices:

- A competitive process will be used to select the underwriter (or underwriting syndicate), ensuring multiple proposals are evaluated.
- City staff and the Municipal Advisor will be actively involved throughout structuring, pricing, and marketing to safeguard the public's interest.
- The Municipal Advisor will provide written recommendations regarding the method of sale, structure, and timeline of the transaction.
- The Municipal Advisor will remain independent of the underwriter(s).
- The City will require that financial professionals disclose the name(s) of any person or firm compensated to promote the selection of the underwriter; any existing or planned arrangements between outside professionals to share tasks, responsibilities and fees; the names of any person or firm with whom the sharing is proposed; and the method of fee calculation.

Private Placements

The City may consider private placements or bank loans when the size, structure or timing of the financing does not justify a public offering. In such cases, the Municipal Advisor will compare total costs against a public debt issuance and recommend the most cost-effective option.

Documentation Required

Whenever a negotiated sale or private placement is selected, City staff shall prepare documentation explaining the rationale for the chosen method.

VII. Bond Insurance

Bond insurance is a policy purchased by the issuer or the underwriter, covering either the entire bond issue or specific maturities, that guarantees payment of principal and interest. This insurance typically enhances the credit rating of the bonds.

Bond insurance may be obtained in two ways: through direct purchase by the City prior to the bond sale, or at the underwriter's option and expense (bidder's option).

When purchased directly by the City, the present value of anticipated debt service savings from the insurance should be equal to or greater than the cost of the premium. The insurance provider is generally selected based on the option that yields the highest net present value benefit (calculated as the present value of savings minus the premium cost).

Other forms of credit enhancement, such as Letters of Credit (LOC) or securitization products, may also be considered when they provide an economic advantage to the City.

VIII. Administration of Debt Policy

The City Manager and Chief Financial Officer (CFO) are responsible for administering the City's financial policies, while the City Commission retains authority to approve all borrowing and related terms. Unless otherwise directed, the CFO oversees the coordination, administration, and issuance of debt, as well as continuing disclosure to bondholders.

The CFO is responsible for administering and implementing the Debt Management Policy. Specific duties include recommending the selection of external agents (such as bond counsel, Municipal Advisor, disclosure counsel, underwriters, bank lenders, arbitrage rebate consultants, printer fees, and paying agent/trustee) to the City Manager. The CFO also reviews the City's annual capital expenditures and financing plan, recommends projects for debt financing, participates as a member of the financing team in the issuance of debt obligations, and ensures compliance with all continuing disclosure requirements after the sale of bonds.

IX. Professional Services

The City shall obtain professional services as required to execute financing transactions. Professional services may include, but are not limited to, the following:

Municipal Advisor - The City's Municipal Advisor will assist in the issuance and administration of debt. The Municipal Advisor will provide the City with objective advice and analysis, maintain confidentiality of financial plans, and be free from any conflict of interest.

Bond Counsel - Publicly issued and privately placed debt (bank loans) issued by the City shall include a written opinion by legal counsel affirming that the City is authorized to issue the proposed debt, has met all federal, state, and local legal requirements as well as a determination of the proposed debt's federal income tax status. The firm selected will be expected to provide a full range of required legal services.

Disclosure Counsel - The Disclosure Counsel will draft the official statements, conduct due diligence investigation, provide a 10b-5 opinion, and assist with post-closing continuing disclosure activities.

Underwriters - The City shall select Underwriters for publicly issued debt sold via negotiated sale based on the firm's demonstrated ability to serve on financial transactions with similar complexity, structure a debt issue efficiently and put capital at risk, as well as experience, reputation, competitiveness of fees, and ability to place debt with institutional and retail investors. The City and its Municipal Advisor shall monitor the services of the underwriter(s).

Bank Lenders - The City shall select Bank Lenders for privately placed issued debt (bank loans) based on the firm's ability to offer the most competitive overall terms that include a combination of borrowing rate, structure, prepayment flexibility and fees.

Arbitrage Rebate Calculation Firm - The arbitrage rebate compliance firm will provide services in accordance with the Internal Revenue Code of 1986, as amended (the "Code"). The scope of services will include verifying whether the spending exception requirements for a debt issuance have been satisfied, preparing initial rebate calculations when applicable, completing any computations required under the Code, and providing consultation to the City on arbitrage regulations and related matters as needed.

Paying Agent - The paying agent is responsible for transmitting the interest and principal payments to the bondholders.

X. Legal Authority

All debt issued by the City of Winter Haven shall conform to:

- Florida Constitution and Statutes, including Chapters 166 and 218
- The City Charter and ordinances
- U.S. Internal Revenue Code (for tax-exempt debt)
- Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB) requirements

XI. Credit Ratings and Disclosure

- As long as the City has public debt outstanding, it will strive to maintain high investment-grade credit ratings from at least one of the recognized agencies (e.g. Moody's, Fitch and S&P)
- The City will ensure full and timely disclosure of all material information in offering documents
- Annual filings and continuing disclosures will comply with SEC Rule 15c2-12, and continuing disclosure undertakings, and be submitted via the DAC platform

XII. Refunding and Restructuring

The City may issue refunding bonds primarily to reduce debt service costs by replacing higher interest rate debt with lower interest rate debt. Refunding bonds may also be used to restructure existing obligations or to revise covenants in bond agreements. The following guidelines will generally apply to the issuance of refunding bonds unless specific circumstances warrant a deviation:

- Refunding bonds should typically be structured to produce level or pro-rata annual debt service savings.
- The term of the refunding bonds should not extend beyond the remaining term of the bonds being refunded or the useful life of the financed assets, whichever is longer.
- Current refundings for savings should target a minimum net present value debt service savings of at least 3% of the refunded bonds' par amount.
- Refunding bonds that do not generate savings may be considered to restructure debt or amend bond covenants only when doing so serves a significant City interest or in exceptional circumstances.

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The Finance Department will maintain systems to ensure:

- Tax-exempt bond compliance (private use, arbitrage, use of proceeds)
- Timely payment of principal and interest
- Accurate debt accounting and reporting
- Long-term document retention (at least the life of the bonds plus three years)

XIV. Review and Policy Updates

This policy shall be reviewed annually, or sooner if:

- There are changes in Florida statutes or federal regulations
- The City's debt practices or financial condition materially change
- The Commission or City Manager requests a review

CJ Scott
CHIEF FINANCIAL OFFICER

P 863.291.5689
cjscott@mywinterhaven.com

EFFECTIVE 10.13.2025

I. Purpose

The purpose of this Debt Management Policy is to establish clear guidelines for the issuance and management of debt by the City of Winter Haven, Florida. This policy ensures that debt is used prudently to meet the City's capital needs while maintaining sound financial health, minimizing borrowing costs, and preserving the City's excellent credit reputation.

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- The City will require that financial professionals disclose the name(s) of any person or firm compensated to promote the selection of the underwriter; any existing or planned arrangements between outside professionals to share tasks, responsibilities and fees; the names of any person or firm with whom the sharing is proposed; and the method of fee calculation.

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