REGULAR CITY COMMISSION MEETING
MONDAY, OCTOBER 23, 2023
6:00 PM
City Hall - John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. **CALL TO ORDER** - Bradley T. Dantzler, Mayor

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

3. **INVOCATION** - Pastor Clifton Dollison - First Missionary Baptist Church

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

5. **PRESENTATIONS**

5.A. 2023 Mayor John Land Years of Service Recognition for Mayor Pro Tem Nathaniel Birdsong, Jr. - Eryn Russell, Florida League of Cities

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

5.B. "World Polio Day" Proclamation - Walter Page, President, Rotary Club of Winter Haven and Rotary Club Members

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

Proclamation

5.C. "Greater Works Ministries Celebrating 20 Years: The Legacy Continues" Proclamation - Dr. Joe Nathan Halman, Bishop and Debra Saggers Halman, Pastor, Greater Works Ministries of Winter Haven

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

Proclamation

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

7.A. September 6, 2023, City Commission Agenda Review Session Minutes

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

2023-09-06 DRAFT Agenda Review Session Minutes with Link

8. **COMMENTS FROM THE AUDIENCE**

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

9.A. O-23-52 - Administrative request to amend Section 21-96(d) of the Winter Haven Code of Ordinances for the purpose of addressing hours for sale or service of alcoholic beverages

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

Summary - Ordinance O-23-52
O-23-52

9.B. O-23-57 - Request by Enright Real Property Company, LLC to establish the Peace Creek Village Community Development District

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

Summary - Ordinance O-23-57
O-23-57
Petition to Establish the Peace Creek Village Community Development District
Pre-Filed Testimony - David Matt
Pre-Filed Testimony - Steve Sloan
Pre-Filed Testimony - Craig Wrathell

10. CONSENT AGENDA

10.A. RFP-23-43 - Award of Contract for Auditing Services

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

Summary - RFP-23-43 Award of Auditing Services Contract
RFP-23-43 Tabulation of Proposals
RFP-23-43 Auditing Services - Recommendation of Award
2023 Audit Engagement Letter - WH
2023 Audit Engagement Letter - Winter Haven CRA
Addendum to Engagement Letters

10.B. Authorization for Travel & Training: Florida League of Cities (FLC) 2023 Legislative Conference (Birdsong, Mercer, Yates)

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

Summary - FLC Legislative Conference 2023

10.C. Award of ITB-23-49, Eagle Lake Potable Water Interconnect Project to B&B Underground Construction, Inc., (West Palm Beach, FL.)

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

Summary - Award of ITB-23-49, Eagle Lake Potable Water Interconnect Project
ITB-23-49 Bid Tabulation
ITB-23-49 Recommendation of Award
Location Map

10.D. Sewer Lift Station #373 replacement pump, Xylem Water Solutions USA, Inc.

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

Summary - Sewer Lift Station #373 replacement pump
Xylem Quote R2023-APO-0431, LS #373
Xylem Water Solutions - Flygt pumps - sole source certificate

10.E. Turf Tank Pro Robotic Athletic Field Line Painter

Staff Contact: *Steve Pruitt, Parks & Grounds Superintendent , spruitt@mywinterhaven.com*

Summary - Turf Tank Pro Painter
Procurement documentation - Turf Tank Pro Painter

10.F. Recommendation of award to Whitehead Construction for RFQ-23-41 S. Lake Howard Nature Park Expansion

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

Summary - Award of RFQ-23-41 S. Lake Howard Nature Park Expansion
RFQ-23-41 S Lk Howard Nature Park Expansion - Tabulation of Proposals
RFQ-23-41 S. Lk Howard Nature Park Exp - Recommendation of Award
RFQ-23-41 Whitehead

10.G. Purchase of Additional Modules of ZenCity Software Subscription (Tel Aviv, Israel)

Staff Contact: *Hiep Nguyen, Smart City Officer, hnguyen@mywinterhaven.com*

Summary - Purchase of Additional Modules of ZenCity Software Subscription
ZenCity License Agreement Addendum

10.H. Winter Haven Fire Station No. 4 / Public Safety Facilities Guaranteed Maximum Price (GMP) Amendment associated with the Design-Build Contract with Whitehead Construction, Inc.

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

Summary - Fire Station 4 GMP
Fire Station No 4 GMP Addendum One
Guaranteed Maximum Price Proposal – Fire Station No. 4 / Public Safety Facility Site Plan

11. RESOLUTION(S)

11.A. R-23-54 - The establishment of sidewalk café application fees as permitted in Section 21-104 of the Winter Haven Code of Ordinances

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

Summary - Resolution R-23-54
R-23-54

12. ORDINANCE(S) - FIRST READING

12.A. O-23-39 - Request by Latigo Winter Haven, LLC to amend Planned Unit Development Ordinance O-22-11

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

Summary - Ordinance O-23-39
O-23-39

13. NEW BUSINESS

13.A. Authorization to negotiate contract for Public-Private Partnership (P3) for the East Winter Haven Aquifer Recharge and Wetland Restoration Project

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

Summary - Authorization to negotiate contract for Public-Private Partnership (P3)
Public Notice - Public Private Partnership
Unsolicited Proposal-Resource Environmental Solutions, LLC (res)

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

16.A. Liaison request for RFP - Swim Team

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

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, Rotary is a global network of 1.4 million neighbors, friends, leaders, and problem solvers who unite and take action to create lasting change in communities across the globe; and

WHEREAS, the Rotary motto, "Service Above Self", inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985 launched PolioPlus and in 1988 helped establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF, and the Bill & Melinda Gates Foundation, and Gavi, the Vaccine Alliance, to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than US $2.2 billion and countless volunteer hours to protecting nearly 3 billion children in 122 countries. Rotary is working to raise an additional $50 million per year, which would be leveraged for maximum impact by an additional $100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, these efforts are providing much-needed operational support, medical staff, laboratory equipment, and educational materials for health workers and parents. In addition, Rotary has played a major role in decisions by donor governments to contribute more than $10 billion to the effort; and

WHEREAS, there are over 1.4 million Rotary members in 36,000 clubs throughout the world that sponsor service projects to address such critical issues as poverty, disease, hunger, illiteracy, and the environment in their local communities and abroad.

NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby proclaim October 24, 2023, as

"WORLD POLIO DAY"

in the City of Winter Haven and encourage all citizens to join me and Rotary International in the fight for a polio-free world.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 23rd day of October, 2023.

WINTER HAVEN, FLORIDA CORPORATE SEAL

Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, the Greater Works Ministry of Winter Haven is celebrating its 20th Anniversary of its Founders Bishop Joe Nathan and Pastor Debra Halman. We congratulate them on sustaining their roots in Winter Haven since 2003, making their ministry an incredible accomplishment; and

WHEREAS, God inspired Bishop & Pastor Halman and a dynamic group of trailblazers with a vision to establish a permanent place of worship. The property was first leased in the SW area of Winter Haven and later our current home, a parcel of land to be built on at 2110 Oakhurst Drive in the NE section of Winter Haven. The sanctuary was constructed and they celebrated with a great cloud of witness. Under the Leadership of Bishop and Pastor Halman, they paid off the mortgage during the pandemic. They are now continuing the vision by making plans to construct their community center that will house activities for the entire Polk community such as classes, food distribution, clothes closets, a sports facility, as well as, a facility available for social events; and

WHEREAS, "The Legacy Continues" today under the authority of the Holy Spirit and the leadership of Bishop and Pastor Halman not only accepted the call as the Founders of Greater Works Ministries, but have now grown to have Ministries in several cities and thus have founded the United Fellowship of The World where Bishop Halman is the presiding prelate of this fellowship of churches of many denominations on one accord. A further tribute to Bishop and Pastor Halman's leadership is the influence and leadership evidenced by the steady growth in church membership; and

WHEREAS, Bishop Halman and Pastor Debra Halman are to be commended on dedication to the church, the City of Winter Haven, Polk County, and faith-based organizations across the State of Florida and the United States. His passionate influence and forged partnerships have sustained Greater Works Ministries even through the pandemic when some ministries had to close their doors. They have expressed that God had blessed them throughout the years and has manifested daily through their mission "Enter to worship, exit to serve."

NOW, THEREFORE, I, Bradley T. Dantzler, Mayor of the City of Winter Haven, Florida, do hereby extend best wishes to

"Greater Works Ministries Celebrating 20 Years: The Legacy Continues!"

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 23rd day of October, 2023.

WINTER HAVEN FLORIDA
CORPORATE SEAL

Bradley T. Dantzler, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
The Chain of Lakes City

CITY COMMISSION AGENDA REVIEW SESSION MINUTES
Wednesday, September 6, 2023, at 5:30 P.M.
City Hall – John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881
Also livestreamed over the City's YouTube page

CITY COMMISSION REGULAR MEETING AGENDA FOR SEPTEMBER 12, 2023
NOTE: Items below correspond with the numbers from the agenda. PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:d879f3a6-bfcb-4338-8916-614395323593 *A hard copy of the PowerPoint will be attached to the original signed minutes.*

1. **CALL TO ORDER -** Mayor Dantzler called the meeting to order at 5:30 p.m.

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

Commissioners Present: Mayor Bradley T. Dantzler, Mayor Pro Tem Nathaniel Birdsong, Commissioners Brian Yates and Tracy Mercer

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Police Chief David Brannan; 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 "CJ" Scott; Interim Public Works Director Britttany Hart; and Winter Haven Regional Airport Interim Director Eric Menger.

5. **PRESENTATION(S)**

A. "Constitution Week" Proclamation - Andi Brannon, Regent and Tracy Suarez, Constitution Week Chair, Ponce De Leon Chapter DAR

There were no questions or discussion.

B. "Bond Clinic 75th Year of Service to the Community" Proclamation - Dr. Panos Iakovidis, Vascular Surgeon and CEO and Board President, & Ashley Scanlan, Marketing Director, Bond Clinic, P.A.,

There were no questions or discussion.

C. +++ Agenda Review Only +++ Ask Winter Haven and Advance Winter Haven Updates - Katrina Hill, Public Affairs & Communication Director

Public Affairs and Communication Director Hill gave an overview of this item.

DRAFT

Public Affairs & Communication Director Hill gave an update on how the three new tools that were introduced to the public in 2023 were working and how they were being used. She said that Access Winter Haven was a platform where citizens could report local concerns such as potholes, damaged playgrounds and equipment, request junk or large bulk pickup through an app available for both Apple and Android devices. It could also be used in any web browser by visiting mywinterhaven.com access. She also went into more details as to how to use the platform and reported that since its January launch, 3,902 requests had been submitted which was an average of over 500 per month. Of these, 3,600 were now closed and the remaining were either regarding bulk pickups or larger issues such as traffic calming devices. She went over the data/metrics of the time it took for staff to respond to requests and close requests in more detail.

She reported that Ask Winter Haven, a newer tool launched in August, was a chat bot on the City's website. Although there had not been any press releases or marketing on this, it was coming very soon. The City was doing a soft launch to test it on people and they were already using. People could also text 87752 Ask WH questions and it pulled answers from the website, which she explained in more detail.

She also reported that Advance Winter Haven was an Interactive Hub for City projects and initiatives. The button could be found on the homepage of the City's website under the "How Do I" section that says "project updates" which would take you to a page that lists City projects. Upon clicking on a specific project, more information could be viewed, which she explained in more detail.

Lastly, she reported that she and Deputy City Manager Carnevale had gone to Downtown that day and the signage showing that businesses were still open. The sign had a QR code on the bottom which would take people directly to the project page for the Central Avenue project. This was being pushed through Facebook and any other means of communication. They were also trying to fold in other information such as garbage collection and explained subscribing in more detail.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. August 8, 2023, Utilities Budget Workshop and Agenda Review Session Minutes

B. August 14, 2023, Regular City Commission Meeting Minutes

There were no questions or discussion.

8. MAYOR'S STATEMENT

A. Mayor's Statement

There were no questions or discussion.

DRAFT

9. ORDINANCE(S) – FIRST READING – PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR 2023-2024 BUDGET

A. O-23-53 – Adopting the Millage Rate for Fiscal Year 2023-2024

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. O-23-54 – Adopting the Budget for Fiscal Year 2023-2024

City Manager Stavres gave an overview of this item and said not much had changed from the July presentation given to the Commission, but there were other points to be made that speaks to the commitment of advancing Winter Haven.

Mayor Dantzler asked how it was coming with the Fire Department Union collective bargaining negotiations. City Manager Stavres said that they were still in negotiations with the Fire Department Union and the Federation of Public Employees (FOPE). As for the Police Union, the City had gone through negotiations with them and there was supposed to be a member vote on their contract amendments last Wednesday, however, it was postponed due to the hurricane and would be occurring this week. He noted that there was an item on the agenda not uploaded yet because staff needed to get through their vote to plug that information in so we knew if it passed favorably or not and the City was still at the table with the other two. For Police, he anticipated the vote would occur this week.

10. COMMENTS FROM THE AUDIENCE – N/A

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

A. O-23-40 – Request by Craig Ober to rezone three parcels from Planned Unit Development (PUD) zoning district to Single Family Residential – Large Lot (R-1) zoning district.

City Manager Stavres gave an overview of this item and said that nothing had changed since first reading.

Mayor Dantzler commented that he had rode past this area and he was correct that there was a large, old Banyan Tree that had been a large discussion in a previous meeting pertaining to the Planned Unit Development (PUD). City Manager Stavres said that following the meeting on Monday night, City Clerk Castillo had looked up this discussion in the minutes. Mayor Dantzler said the tree was right on the corner and it was larger, however, not nearly as large as the one at Cypress Gardens. The tree had been cut and it was still very healthy.
There were no other questions or discussion.

B. O-23-46 - Request by Down Around the Derry Down, LLC to rezone four parcels and a portion of a parcel from Commercial- Heavy (C-4) zoning district to Commercial- Downtown (C-1) zoning district

City Manager Stavres gave an overview of this item and said that nothing had changed since first reading.

DRAFT

There were no questions or discussion.

C. O-23-47 - Request by William Wright Sparling Irrevocable Trust to rezone a parcel from Single Family Residential- Small Lot (R-2) zoning district to Mixed Use (MX) zoning district (1103 Fifth Street, SE)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. O-23-48 - Request by John G. Wood & Associates to rezone nine (9) parcels from Single Family Residential- Small Lot (R-2) zoning district to Single Family Residential- Large Lot (R-1) zoning district

There were no questions or discussion.

E. O-23-51 - Adopting an Updated Method of Calculating an Appropriate Equivalent Residential Unit ("ERU") Factor/Value for Multi-Family Residential Units and Non-Residential Land Uses for Application in Determining the Amount of the City's Water and Sewer Connection Fees that are Due; and Revising Definition of Multi-Family Residential set forth in Section 19-138(d)(s) of the Code of Ordinances

City Manager Stavres gave an overview of this item.

Mayor Dantzler inquired if a second reading would fail if there was a 2:2 vote. City Attorney Murphy said yes.

Commissioner Mercer asked how many gallons of water per person had they assigned or what was the total Equivalent Residential Unit (ERU). Winter Haven Water Director Hubbard confirmed it was 350 gallons.

12. CONSENT AGENDA

A. Acceptance of an Airport Improvement Program Grant Offer from the Federal Aviation Administration (FAA) for the Construction of the South Apron Rehabilitation Project at the Winter Haven Regional Airport.

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. ITB-23-36 South Apron Rehab Project at the Winter Haven Regional Airport - Award to Hubbard Construction (Winter Park, FL)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

DRAFT

C. Hanson Task Order # 18 for the Construction Administration and Inspection for the South Apron Rehabilitation project at Winter Haven Regional Airport.

City Manager Stavres gave an overview of this item and said that items 12A, 12B and 12C all went together.

There were no questions or discussion.

D. Approval of a Land Lease with Blue Line Aviation, LLC

City Manager Stavres gave an overview of this item.

Mayor Pro Tem Birdsong asked if this had anything in common with or overlapped with the proposal for the [remote air traffic control] towers. City Manager Stavres said no and that the towers was a project that was still underway which was paid 100% by the Florida Department of Transportation and the City was working with the City of Bartow. This item, however, would benefit it significantly, which he explained further.

Mayor Pro Tem Birdsong inquired how soon would this item start. City Manager Stavres said that it was his understanding that Blue Line Aviation wanted to start as soon as possible. Interim Airport Manager Eric Menger said that they were anxious to move forward as soon as the lease was approved with City site plan approval. They wanted to get it done quickly within the 12-month period or sooner and were completely full with the temporary units that they had. City Manager Stavres gave further information and thanked City Attorney Murphy and his firm Boswell and Dunlap LLP for their hard work on this. Discussion ensued in detail regarding dollar amounts involved, additional hangar spaces, utilities, future economic investment, land income, rental income, and rental rate.

Mayor Dantzler asked how was land income rental rate determined. Interim Airport Manager Menger said that research was done by the previous airport manager [Alex Vacha] and that the rate was fair market, but that he had also reviewed it and compared it to Bartow and other regional airport and it was close to the same. He had also asked the Federal Aviation Administration (FAA) if we needed a separate appraisal and they did not require it because the FAA does not require a separate appraisal on aeronautical leases, only on non-aeronautical leases.

Mayor Dantzler inquired on the amount of acreage that the City had left to do more at the Airport in this area. City Manager Stavres showed the PowerPoint slide [of the Concept Site Plan and said that the area outlined in red was were the buildings pertaining to the Blue Line Aviation lease were proposed to be constructed and that the next building over was the same size and that smaller hangars were illustrated too, so there were many opportunities, which he explained in more detail. Discussion ensued.

Interim Airport Manager Menger discussed fuel sales and profits.

Discussion ensued regarding spending money to make money, debt service, what the land would be worth if the City owned it outright and sold it, the potential for a hotel, investments into infrastructure, and reinvestments in the area.

E. Authorization for Travel & Training: Florida League of Cities (FLC) Fall 2023 FAST Fly-In (Yates)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

F. 2023 Municipal Election Administration Agreement between the Supervisor of Elections of Polk County and the City of Winter Haven

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

G. Emergency Sewer Repairs at 634 Wexford Court in the Cypresswood Community

City Manager Stavres gave an overview of this item.

Mayor Dantzler asked for clarification of this item. City Manager Stavres explained in more detail.

H. Purchase of Bergkamp FP5 Asphalt Patch Truck

City Manager Stavres gave an overview of this item.

Mayor Pro Tem Birdsong inquired what would be done with the old truck. Deputy City Manager Carnevale said it would be surplus and go to auction since it was in rough shape.

I. Police Benevolent Association (PBA) Collective Bargaining Agreement (CBA) Ratification

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

13. RESOLUTION(S)

A. R-23-51 - Florida Department of Transportation (FDOT) Beautification Grant

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

14. ORDINANCE(S) – FIRST READING

A. O-23-41 - Request by RR Heath Investments, LLC to assign Neighborhood Support Future Land Use to an annexed parcel (1100 Eloise Loop Road)

City Manager Stavres gave an overview of this item and item 14B, which were companion ordinances.

DRAFT

Mayor Dantzler asked for clarification of the map shown in the PowerPoint. City Manager Stavres explained further and showed the area on the map.

B. O-23-42 - Request by RR Heath Investments, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel (1100 Eloise Loop Road)

C. O-23-43 - Request by Carlton Properties, LLC to rezone a parcel from Single Family Residential- Small Lot (R-2) zoning district to Multi-Family Residential- Low Density (R-3) zoning district. General Location: 3257 Old Eagle Lake Road

City Manager Stavres gave an overview of this item.

Mayor Dantzler asked for the location of the Roe property. City Manager Stavres said it was not shown here and clarified the area on the map contained within the PowerPoint.

Director Labbe provided further information and clarification of this item.

Mayor Dantzler inquired if there was an incentive the City could offer developers to have them set aside 10% for workforce housing. Director Labbe said it was a good thought, but this particular area was not in the Community Redevelopment Agency (CRA) area so there were no incentives through the CRA that could be offered. Mayor Dantzler asked about the City's affordable housing trust fund. Director Labbe said that the City would need to develop a program with rules and regulations first and explained in more detail. Mayor Dantzler asked if the City had any experience in this or if we could copy someone else. Director Labbe said there were many out there, including Minneapolis, Minnesota that had done many homeless initiatives the City could take a look at, but it came down to how much money was allotted and how much of an impact could be made with those dollars. As for workforce housing, Director Labbe said that the City did the best they could with its State Housing Initiatives Partnership Program (SHIP) dollars for lower income and workforce type housing and down payment assistance, which he explained further.

Mayor Dantzler said his thought was to use this money to incentivize the City's employees. City Attorney Murphy said we need to be careful to be equal and fair and this would need to be looked into to see if the City could do this. Discussion ensued.

Commissioner Mercer said from reading so much about affordable housing there were local governments that require builders to set aside affordable housing. She said she would do some research and provide to Director Labbe. Director Labbe said that was discussed for the Affordable Housing Action Plan, which was different than what Mayor Dantzler was inquiring about. Discussion ensued.

D. O-23-44 - Request by Telescorp Group, LLC to assign Neighborhood Suburban Future Land Use to an annexed parcel

Economic Opportunity and Community Investment Director Labbe gave an overview of this item and item 14E.

There were no questions or discussion.

DRAFT

E. O-23-45 - Request by Telescorp Group, LLC to assign Planned Unit Development (PUD) zoning district to an annexed parcel

15. NEW BUSINESS - N/A

16. CITY COMMISSIONERS/LIAISON REPORTS – No reports

17. CITY ATTORNEY REPORT – No report

18. CITY MANAGER REPORT – No report

19. DEPUTY CITY MANAGER REPORT

A. Florida Lakes Management Society Award recognition – Devon Moore

City Manager Stavres gave an overview of this item, said Environmental Scientist Devon Moore was an outstanding employee, and that this award was supposed to be presented last week at a conference, however, Scientist Moore stayed behind to help take care of residents during the hurricane. Deputy City Manager Carnevale would present at the Regular City Commission Meeting on September 12, 2023.

❖

City Manager Stavres noted that he intended to give a presentation on the budget and reminded everyone that the Budget Meeting would take place on Tuesday, September 12, 2023, not Monday, September 11. He requested Commission questions in advance so he could have a response ready. He also reminded them of the *[14th Annual] Honoring Our Heroes – Remembering the Day* event on September 11 at 5:30 p.m. in South Central Park.

❖

Director Labbe reminded everyone that the Community Redevelopment Agenda (CRA) Board Meeting for September 11, 2023, had been cancelled since the Board had already held their meeting.

20. CITY CLERK REPORT – No report

21. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

22. ADJOURNMENT – 6:32 p.m.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

Bradley T. Dantzler
Mayor

DRAFT

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 9, 2023

DATE: September 8, 2023

TO: Honorably Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-23-52:** Administrative request to amend Section 21-96(d) of the Winter Haven Code of Ordinances for the purpose of addressing hours for sale or service of alcoholic beverages.

BACKGROUND:

Chapter 21, Article II, Division 5, Section 21-96, Alcoholic Beverage Establishments, was adopted in May 2017. With the adoption of Section 21-96, the hours for sale or service of alcoholic beverages was relocated from Chapter 3 to Chapter 21 of the Code of Ordinances without any revisions to the hours. Section 21-96(d), *Hours for Sale or Service*, was amended in September 2018 to extend the sale of beer and wine for off premises consumption from 12:00 noon Sunday to 12:00 midnight Sunday to 7:00 a.m. Sunday to 2:00 a.m Monday next. This amendment was consistent with an Ordinance adopted by the Polk County Board of County Commissioners in August 2018. All other hours for sale or service remained the same with this 2018 amendment.

In 2021, Senate Bill 148 was signed into law which allows restaurants to sell or deliver alcoholic beverages prepared by the vendor in sealed containers. This provision of State law allows for this service as part of the establishment's consumption on premises alcohol license.

In recent years, several surrounding municipalities within Polk County have revised their hours for sale or service for Sundays. Bartow, Haines City, Lakeland, Lake Wales, Mulberry, and Polk City permit on-premises consumption prior to 12 noon on Sundays. Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Hamilton, Lakeland, Lake Wales, and Polk City permit package sales of spirits for off-premise consumption on Sundays.

Local businesses with a desire to offer on-premises alcohol sales prior to 12 noon on Sunday for brunch service and package sales of spirits on Sundays have approached Staff frequently in recent years. Customers are able to travel to nearby cities for these offerings, and local Winter Haven businesses lose these missed sales opportunities.

Ordinance O-23-52 proposes to amend Sunday package sales from beer and wine only from Sunday 7:00 a.m. until 2:00 a.m. Monday next to beer, wine, and spirits from Sunday 7:00 a.m.

until 2:00 a.m.; and to amend Sunday on premises consumption from 12:00 noon Sunday to 12:00 midnight Sunday to 7:00 a.m. Sunday to 12:00 midnight Sunday.

NOTIFICATION:

All public notification requirements for this request were met.

CHAPTER 2023-304 COMPLIANCE:

Section 14 of Chapter 2023-304, Laws of Florida, prohibits local governments situated within 100 miles of landfall of 2022 Hurricanes Ian and Nicole from proposing or adopting any moratorium on construction, reconstruction or redevelopment of parcels damaged or destroyed by either hurricane; any amendment to its comprehensive plan that is more restrictive or burdensome than the plan in effect on September 27, 2022; any amendment to its land development regulations that is more restrictive or burdensome than the regulations in effect on September 27, 2022; or any procedure concerning review, approval or issuance of a site plan, development permit or development order that is more restrictive or burdensome than the procedures in effect on September 27, 2022, unless both: (a) the proposal or adoption is initiated by a private party applicant; and (b) the subject of the proposal or adoption is property owned by the private party applicant.

The City of Winter Haven lies approximately 97 miles from Cayo Costa, Florida, which is the point of landfall of Hurricane Ian on the Florida peninsula, and approximately 92 miles from North Hutchinson Island, Florida, which is the point of landfall of Hurricane Nicole on the Florida peninsula.

Staff has reviewed the proposed Land Development Code Amendment and determined it to fall within the limited exception to Section 14 of Chapter 2023-304, Laws of Florida. For compliance purposes, Staff recommends that the Commission make formal findings of fact, pursuant to motion or resolution, that the Commission is authorized to introduce and act on the proposed Land Development Code Amendment pursuant to Section 14(2) of Chapter 2023-304, Laws of Florida.

CONCLUSION:

This request is consistent with long-term goals to grow the social, cultural, and business community of the City. Additionally, this amendment allows the City of Winter Haven standards to be more consistent with neighboring municipalities to allow local Winter Haven businesses the opportunity to be competitive within Polk County.

FINANCIAL IMPACT/BUSINESS IMPACT ESTIMATE:

There is no direct financial impact to the City with this request. Although this is likely an amendment to a land development regulation contained within the City's Unified Land Development Code and thus exempt from the posting and providing of a Business Impact Estimate, the following is submitted in order to demonstrate compliance with Section 166.041 (4) (a) of the Florida Statutes: Proposed Ordinance O-23-52 extends the hours for the sale of on-premises consumption of alcoholic beverages as well as the sale of alcoholic beverages for off- premises consumption on Sunday by establishments located within the City that have the proper licensure from the State to do so. This enhances and promotes the social, cultural, and

business community of the City. There are no anticipated compliance costs associated with Ordinance O-23-52 and it is anticipated that affected businesses will have a positive economic benefit as a result of the adoption of Ordinance O-23-52. There are no new charges or fees associated with Ordinance O-23-52 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinance O-23-52. The estimated number of businesses affected by Ordinance O-23-52 is 96 (approximately 9 package and 87 on-premises consumption licenses).

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at their September 5, 2023 regular meeting, voted to recommend approval of this request. No members of the public spoke.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-52.

ATTACHMENT:

Ordinance O-23-52

ORDINANCE NO. O-23-52

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, DIVISION 5, SECTION 21-96(d) OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA FOR THE PURPOSE OF ADDRESSING ALCOHOLIC BEVERAGE HOURS FOR SALE OR SERVICE; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article II, Division 5, Section 21-96(d) for the purpose of addressing alcoholic beverage hours for sale or service.

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

1. That Chapter 21, Article II, Division 5, Section 21-96(d), Hours for Sale of Service, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as show in Exhibit "A", attached hereto and made a part hereof.

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

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

4. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, section of this ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

6. This ordinance shall become effective immediately upon passage on second reading.

INTRODUCED on first reading this 25th day of September, 2023.

PASSED on second reading this 9th day of October, 2023.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit “A”
Page 1 of 1

New text is underlined and deleted text is ~~stricken through~~

(d) *Hours for sale or service.* Alcoholic beverages may be sold, consumed, served, or permitted to be served in any place holding a license issued by the division of alcoholic beverages and tobacco and provided such a use is a legally permitted use and/or a legally non-conforming use within the appropriate zoning district(s) within the City during the following hours.

- Monday 7:00 a.m. until 2:00 a.m. Tuesday next.
- Tuesday 7:00 a.m. until 2:00 a.m. Wednesday next.
- Wednesday 7:00 a.m. until 2:00 a.m. Thursday next.
- Thursday 7:00 a.m. until 2:00 a.m. Friday next.
- Friday 7:00 a.m. until 2:00 a.m. Saturday next.
- Saturday 7:00 a.m. until 2:00 a.m. Sunday next.
- Sunday 7:00 a.m. until 2:00 a.m. Monday next for the sale of ~~beer and wine~~ alcoholic beverages for off premises consumption only; otherwise Sunday ~~12:00 noon~~ 7:00 a.m. until 12:00 midnight Sunday for the sale and service of alcoholic beverages ~~including but not limited to liquor, beer and wine~~ for on premises consumption.

In the event that New Year's Eve shall fall on Sunday, the hours for sale of alcoholic beverages for on-the-premises consumption as provided above shall be extended until 2:00 a.m. Monday next.

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: September 7, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Sean H. Byers, Planning Manager

SUBJECT: **Ordinance O-23-57:** Request by Enright Real Property Company, LLC to establish the Peace Creek Village Community Development District. **General Location:** The area covered by this request is generally located north of Old Bartow/Lake Wales Road and east of McClean Road. The area covered by this request is 95.38± acres.

BACKGROUND:

Enright Real Property Company, LLC has filed a petition with the City requesting to establish the Peace Creek Village Community Development District (CDD) as permitted by Chapter 190.005(2), Florida Statutes. The CDD consists of approximately 95.38 acres and is generally located north of Old Bartow/Lake Wales Road and east of McClean Road. Based on the petition, 324 lots are envisioned within the boundaries of the CDD.

Chapter 190 of Florida Statutes allows a developer to petition to establish a CDD for the purpose of managing the provision of infrastructure improvements and public services including funding. The Peace Creek Village CDD will consist of a five (5) member Board of Supervisors (CDD Board) having the authority to oversee the installation of infrastructure improvements, secure financing, and to levy non ad valorem special assessments on future property owners within its boundaries. Initially the Board of Supervisors will consist of representatives from Enright Real Property Company, LLC. As residents begin to move into the development, future CDD Boards will be elected by the residents of the CDD. All meetings are open to the public and are subject to all applicable Government in the Sunshine laws. At the option of the CDD Board, the collection of the non ad valorem assessments may be contracted out by way of an inter-local agreement with the Polk County Tax Collector for collection.

The petitioner has submitted a Statement of Estimated Regulatory Costs for the Peace Creek Village CDD. The Statement indicates the total infrastructure costs are estimated at $15,949,664, and will be financed through non ad valorem revenue bonds. Based on the Statement, the State of Florida, Polk County, and the City of Winter Haven will not incur any costs relating to the establishment of the CDD, nor per Chapter 190 F.S., will any debts

incurred by the CDD become debts of the City, County, or State of Florida. Since the land area of the CDD will be an independent unit of government and issue its own bonds, the CDD will not have any effect on the bonding capacity of the City, County, or State of Florida. The CDD is required to adopt and submit a budget for its operations to the City on an annual basis. The City will have an opportunity to comment on the CDD's budget prior to its adoption by the Board.

Infrastructure within the Peace Creek Village CDD will be public, but with the exception of water, sewer, and reuse facilities, will be maintained by the CDD. In the event the CDD is terminated, the City will not be required to accept ownership or maintenance of road rights-of-way, stormwater management and drainage systems, and street lighting without express written consent.

Pursuant to Section 190.012(2)(a) and (d), the petitioner is requesting consent to exercise special powers relating to the provision of parks and facilities for indoor and outdoor recreation, cultural, and educational uses; and security.

As of the date of this petition, there are seven current CDDs operating within the City: Lake Ashton, Lakeside Landings, Harmony at Lake Eloise, Villamar, Lucerne Park, Pollard Road, and Peace Creek Reserve.

PUBLIC NOTIFICATION REQUIREMENTS:

In accordance with Chapter 190 of Florida Statutes, the petitioner will publish public notice of this request four (4) consecutive weeks prior to the second reading and public hearing of the ordinance scheduled for October 23, 2023.

FINANCIAL IMPACT:

There shall be no direct financial impact to the City as a result of this request; however, upon development of Peace Creek Village, the City will receive future ad valorem and utility revenues.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-23-57.

ATTACHMENTS:

Ordinance O-23-57
Petition to establish Peace Creek Village Community Development District
Pre-filed Testimony David Matt
Pre-filed Testimony Steve Sloan
Pre-filed Testimony Craig Wrathell

ORDINANCE NO. O-23-57

AN ORDINANCE OF THE CITY OF WINTER HAVEN FLORIDA, ESTABLISHING THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; NAMING THE DISTRICT; DESCRIBING THE EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. (General Location: The area covered by this request is generally located north of Old Bartow/Lake Wales Road and east of McClean Road. The area covered by this request is 95.38± acres.)

WHEREAS, Enright Real Property Company, LLC ("Petitioner"), having obtained written consent to the establishment of the Peace Creek Village Community Development District (The District) by owners of one-hundred percent (100%) of the real property to be included in the District, petitioned the City Commission ("Commission") of Winter Haven, Florida, to adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Petitioner is a Florida corporation authorized to conduct business in the State of Florida with a mailing address of 472 Fletcher Place, Winter Park, Florida 32789; and,

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition at a duly noticed public hearing conducted by the Commission on October 23, 2023: and,

WHEREAS, upon consideration of the record established at that hearing, the Commission determined that the statements within the Petition are true and correct; that the establishment of the District is not inconsistent with any applicable element or portion of the state comprehensive plan or the City's comprehensive plan; that the land within the District is of sufficient size; is sufficiently compact and is sufficiently contiguous to be developable as a functionally interrelated community; that the District is the best alternative available for delivering community development services and facilities to the area that will be served by the District; that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services; and that the area that will be served by the District is amenable to separate special-district governance; and,

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or regulations governing the land area to be included within the District; and

WHEREAS, the establishment of the District will constitute a timely, efficient, effective, responsive, and economic way to deliver community development services in the area described in the petition.

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

1. Authority. This Ordinance is adopted in compliance with and pursuant to the Uniform Community Development District Act of 1980 codified in Chapter 190, Florida Statutes. Nothing contained herein shall constitute an amendment to any land development approvals for the land area included within the District.

2. District Name. There is hereby established a community development district situated entirely within the City of Winter Haven, Florida, which shall be known as the "Peace Creek Village Community Development District," and which shall be referred to in this Ordinance as the "District."

3. District External Boundaries. The external boundaries of the District are described in Exhibit "A" attached hereto, said boundaries encompassing 95.4 ± acres, more or less.

4. District Powers and Functions. The District shall have all those general powers granted pursuant to Section 190.011, and those special powers granted pursuant to Section 190.012(1), Florida Statutes. Consent is hereby given to the District to exercise those powers relating to parks and facilities for indoor and outdoor recreational, cultural, and educational uses contained in Section 190.012(2)(a) and security, including, but not limited to, guardhouses, fences and gates, electronic detection systems, and patrol cars, when authorized by proper government agencies as set forth in Section 190.012(2)(d), Florida Statutes. Notwithstanding the foregoing, the adoption and passage of this Ordinance approving the Petition for the establishment of the District shall not be construed to delegate, authorize, or in any way consent to the District established hereunder to engage in the ownership and operation of a water and/or wastewater facility(s) which would allow the District to engage in the wholesale or retail sale of water, wastewater and/or reuse water services, or provide garbage services and/or any other municipal services absent the express written consent and/or agreement of the City.

5. Termination of District. In the event that the District established hereunder is terminated for any reason, the City shall in no way be required to accept ownership and/or maintenance responsibility for the road rights of way, stormwater management and drainage systems, and street lighting that are necessary for the development in the District without the City's express written consent. In the event of termination, the District shall be responsible for ensuring the transfer of such ownership and maintenance responsibilities to an appropriate entity as authorized by law.

6. Board of Supervisors. The five persons designated to serve as initial members of the District's Board of Supervisors are: Pete Williams, John McKay, John Blakely, David Matt, Kristen Matt.

7. Notice Requirements. The District shall provide public notice of all meetings pursuant to law.

8. Special Assessments. Non ad valorem special assessments, as defined in Chapter 190, Florida Statutes, shall only be levied by the District on those lands included within the District boundary, as such boundary may be amended, and in accordance with Chapter 190, Florida Statutes.

9. Severability. If any provision of this Ordinance, or the application thereof, is finally determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed severable and the remaining provisions shall continue in full force and effect provided that the invalid, illegal or unenforceable provision is not material to the logical and intended interpretation of this ordinance.

10. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

11. This Ordinance shall not be codified, but the City Clerk shall retain this Ordinance as a permanent record of action taken by the City Commission.

12. All ordinances in conflict herewith are hereby repealed.

13. This Ordinance shall take effect immediately upon passage at second reading.

INTRODUCED on first reading this 25th day of September 2023.

PASSED on second reading this 23rd day of October 2023.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit “A”
Page 1 of 3

DESCRIPTION:

THAT PART OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY,FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31 AND RUN THENCE ALONG THE NORTH LINE OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼, N88˚59'48”E A DISTANCE OF 31.00 FEET TO THE EAST RIGHT OF WAY LINE OF McCLEAN ROAD AS DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 12719, PAGE 345, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR A POINT OF BEGINNING. THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S00˚27'53”E A DISTANCE OF 1191.10 FEET; (2) S45˚39'48”E A DISTANCE OF 49.33 FEET TO THE NORTHERLY RIGHT OF WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN SAID QUIT CLAIM DEED; RUN THENCE ALONG SAID RIGHT OF WAY N89˚08'17”E A DISTANCE OF 906.22 FEET TO THE BOUNDARY OF THE WEST 115.00 FEET OF THE EAST 360.66 FEET OF THE NORTH OF THE NORTH 434.78 FEET OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE COURSES: (1) N00˚29'31”W A DISTANCE OF 402.97; (2) N89˚13'21”E A DISTANCE OF 115.05 FEET; (3) S00˚29'30”E A DISTANCE OF 402.80 FEET TO SAID NORTHERLY RIGHT OF WAY OF OLD BARTOW-LAKE WALES ROAD. THENCE ALONG SAID NORTHERLY RIGHT OF WAY N89˚08'17”E A DISTANCE OF 876.41 FEET; THENCE N00˚24'42”W A DISTANCE OF 204.80 FEET; THENCE N89˚05'27”E A DISTANCE OF 699.62 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE, S00˚31'19”E A DISTANCE OF 205.37 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF OLD BARTOW-LAKE WALES ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89˚08'17”E A DISTANCE OF 1313.35 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GARY STREET AS DESCRIBED IN SAID QUIT CLAIM DEED; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE N00˚16'07'W A DISTANCE OF 1239.46 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE, S88˚57'31”W A DISTANCE OF 1316.67 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼, S88˚57'25”W A DISTANCE OF 350.13 FEET TO WEST LINE OF THE EAST 350.00 FEET OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE, S00˚25'58”E A DISTANCE OF 317.49 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S88˚57'05”W A DISTANCE OF 980.11 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE S00˚24'17”E A DISTANCE OF 315.82 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S89˚06'40”W A DISTANCE OF 333.47 FEET TO THE WEST LINE OF THE EAST ½ OF SAID

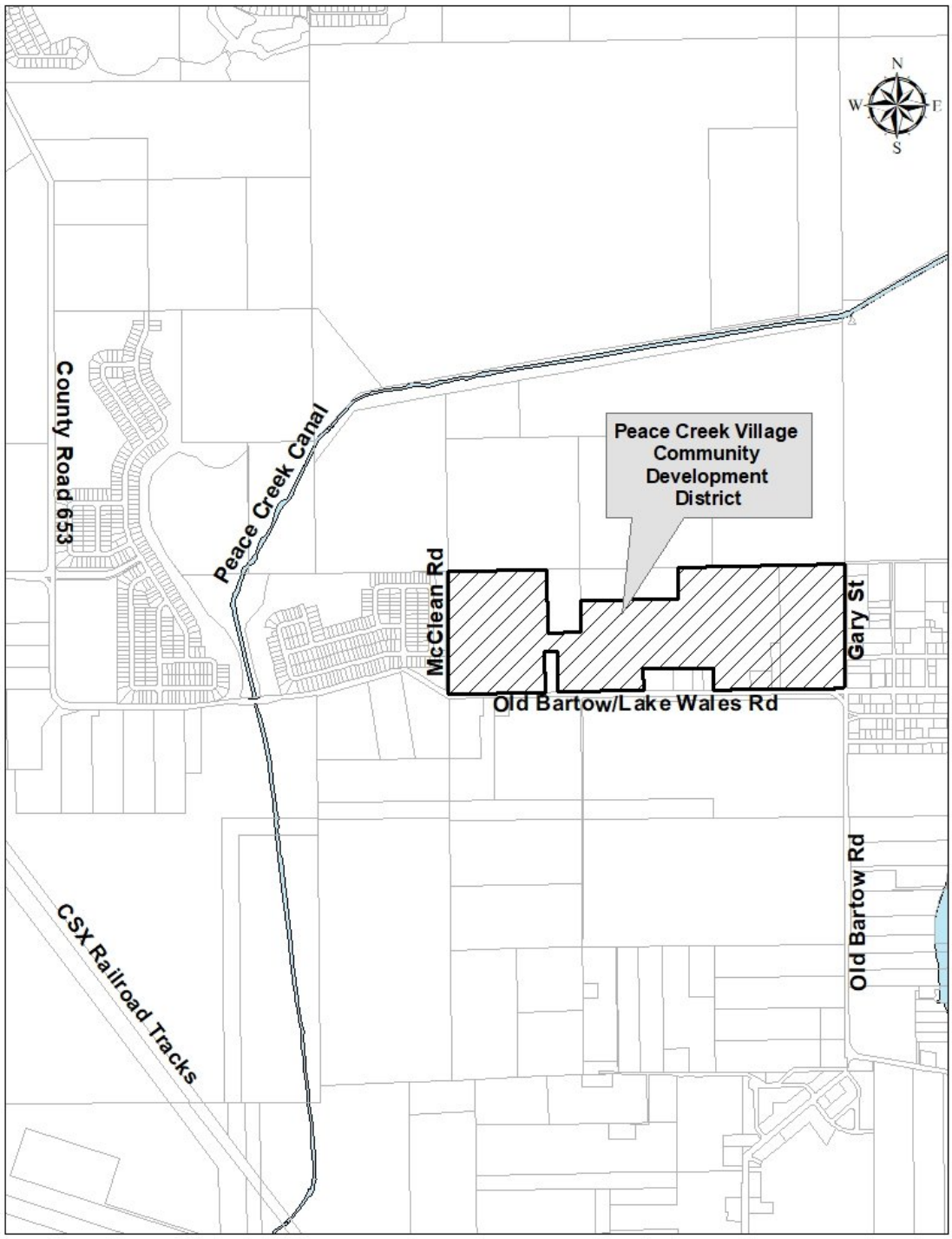
Exhibit “A”
Page 2 of 3

NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 31; THENCE ALONG SAID WEST LINE N00˚25'37”W A DISTANCE OF 630.97 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE S88˚59'48”W A DISTANCE OF 970.31 FEET TO THE POINT OF BEGINNING.

NOTE:
BEARINGS ARE BASED ON THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT FOR THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING N00°27'53"W.

Consisting of 95.4 acres, more or less.

Exhibit “A
Page 3 of 3



BEFORE THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA
PETITION TO ESTABLISH
PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Enright Real Property Company, LLC, a Florida limited liability company (hereafter "Petitioner"), hereby petitions the City Commission of the City of Winter Haven, Florida pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes* (2023), to establish a Community Development District (hereafter "District"), with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District will be located entirely within the City of Winter Haven, Florida (hereafter "City"). **Composite Exhibit 1** depicts the general location of the lands comprising the proposed District and identifies the identification numbers of those parcels to be included within the proposed District. The proposed District covers approximately 95.38184 acres of land, more or less. The legal description of the lands that form the external boundaries of the District are set forth in **Exhibit 2.**

2. Landowner Consent. Petitioner has obtained written consent to establish the District from the owners of one hundred percent (100%) of the real property located within the District. Documentation of the consent to the establishment of the District is contained in **Exhibit 3**.

3. Initial Board Members. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:

Name: Pete Williams
Address: 27251 Wesley Chapel Blvd.
Suite 318
Wesley Chapel, Florida 33544

Name: John McKay
Address: 11727 Derbyshire Dr.
Tampa, Florida 33626

Name: John Blakely
Address: 27251 Wesley Chapel Blvd.
Suite 318
Wesley Chapel, Florida 33544

Name: David Matt
Address: 472 Fletcher Place
Winter Park, Florida 32789

Name: Kristen Matt
Address: 472 Fletcher Place
Winter Park, Florida 32789

All of the above-listed persons are residents of the state of Florida and citizens of the United States of America.

4. Name. The proposed name of the District is Peace Creek Village Community Development District.

5. Future Land Uses. . The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the City's Future Land Use Plan are depicted in **Exhibit 4.** The proposed land uses for lands contained within the proposed District are consistent with the approved City Future Land Use Plan.

6. Major Water and Wastewater Facilities. **Composite Exhibit 5** indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

7. District Facilities and Services. The District is presently expected to finance, construct, and install improvements and facilities to benefit the lands within the District in multiple phases over a multi-year time period commencing in 2023 through 2024. **Composite Exhibit 6** describes the construction timetable and the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation,

and maintenance. The estimated costs of construction are also identified in **Composite Exhibit 6**. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, *Florida Statutes* (2023). The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Authorized Agent. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jennifer Kilinski whose address is Kilinski | Van Wyk, PLLC, 517 E. College Avenue, Tallahassee, Florida 32301, as its authorized agent. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jennifer Kilinski, Esq.
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301

10. This petition to establish the Peace Creek Village Community Development District should be granted for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of a sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the District will prevent the general body of taxpayers in the City from bearing the burden for installation of the infrastructure and the maintenance of certain

facilities within the development encompassed by the District. The District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Winter Haven, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), *Florida Statutes* (2023).

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, *Florida Statutes* (2023).

c. consent to the District's exercise of certain additional powers to finance, fund, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain systems and facilities for: parks and facilities for indoor and outdoor recreation, cultural, and educational uses and for security, including, but not limited to walls, fences and electronic intrusion detection all as authorized and described by Section 190.012(2)(a) and (d), *Florida Statutes* (2023).

RESPECTFULLY SUBMITTED, this 8th day of August, 2023.

KILINSKI | VAN WYK, PLLC

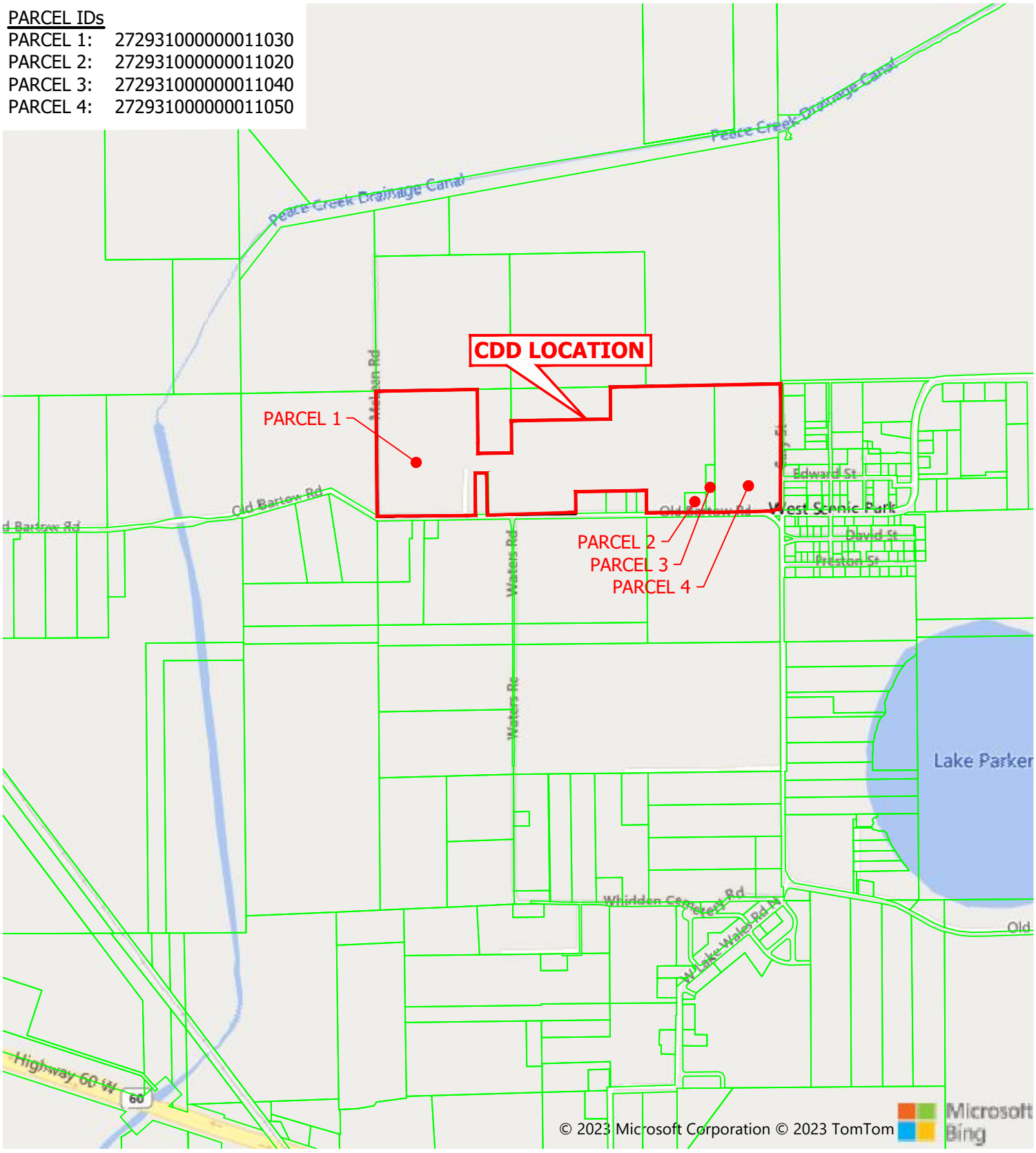
/s/ Jennifer L. Kilinski

Jennifer L. Kilinski, Esq.
jennifer@cddlawyers.com
Florida Bar No. 69367
Kilinski | Van Wyk, PLLC
517 E. College Avenue
Tallahassee, Florida 32301
(877) 350-0372 (telephone)
Attorney for Petitioner

COMPOSITE EXHIBIT 1

PARCEL IDs

PARCEL 1:	272931000000011030
PARCEL 2:	272931000000011020
PARCEL 3:	272931000000011040
PARCEL 4:	272931000000011050



NORTH

N.T.S.

SLOAN Engineering Group

150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 800-3046 - FAX: (863) 800-1159
FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

LOCATION MAP
EXHIBIT 1

SLOAN ENGINEERING GROUP, INC. | JOB # 27

EXHIBIT 2

DESCRIPTION:

THAT PART OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY,FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31 AND RUN THENCE ALONG THE NORTH LINE OF SAID NORTHEAST ¼ OF THE NORTHWEST ¼, N88°59'48"E A DISTANCE OF 31.00 FEET TO THE EAST RIGHT OF WAY LINE OF McCLEAN ROAD AS DESCRIBED BY QUIT CLAIM DEED IN OFFICIAL RECORD BOOK 12719, PAGE 345, PUBLIC RECORDS OF POLK COUNTY, FLORIDA FOR A POINT OF BEGINNING. THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: (1) S00°27'53"E A DISTANCE OF 1191.10 FEET; (2) S45°39'48"E A DISTANCE OF 49.33 FEET TO THE NORTHERLY RIGHT OF WAY OF OLD BARTOW - LAKE WALES ROAD AS DESCRIBED IN SAID QUIT CLAIM DEED; RUN THENCE ALONG SAID RIGHT OF WAY N89°08'17"E A DISTANCE OF 906.22 FEET TO THE BOUNDARY OF THE WEST 115.00 FEET OF THE EAST 360.66 FEET OF THE NORTH OF THE NORTH 434.78 FEET OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; RUN THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE COURSES: (1) N00°29'31"W A DISTANCE OF 402.97; (2) N89°13'21"E A DISTANCE OF 115.05 FEET; (3) S00°29'30"E A DISTANCE OF 402.80 FEET TO SAID NORTHERLY RIGHT OF WAY OF OLD BARTOW-LAKE WALES ROAD. THENCE ALONG SAID NORTHERLY RIGHT OF WAY N89°08'17"E A DISTANCE OF 876.41 FEET; THENCE N00°24'42"W A DISTANCE OF 204.80 FEET; THENCE N89°05'27"E A DISTANCE OF 699.62 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE, S00°31'19"E A DISTANCE OF 205.37 FEET TO SAID NORTHERLY RIGHT OF WAY LINE OF OLD BARTOW-LAKE WALES ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, N89°08'17"E A DISTANCE OF 1313.35 FEET TO THE WESTERLY RIGHT OF WAY LINE OF GARY STREET AS DESCRIBED IN SAID QUIT CLAIM DEED; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE N00°16'07'W A DISTANCE OF 1239.46 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE, S88°57'31"W A DISTANCE OF 1316.67 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼, S88°57'25"W A DISTANCE OF 350.13 FEET TO WEST LINE OF THE EAST 350.00 FEET OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE, S00°25'58"E A DISTANCE OF 317.49 FEET TO THE SOUTH LINE OF THE NORTH ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S88°57'05"W A DISTANCE OF 980.11 FEET TO THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 31; THENCE ALONG SAID WEST LINE S00°24'17"E A DISTANCE OF 315.82 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE, S89°06'40"W A DISTANCE OF 333.47 FEET TO THE WEST LINE OF THE EAST ½ OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 31; THENCE ALONG SAID WEST LINE N00°25'37"W A DISTANCE OF 630.97 FEET TO THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 31; THENCE ALONG SAID NORTH LINE S88°59'48"W A DISTANCE OF 970.31 FEET TO THE POINT OF BEGINNING.

NOTE:

BEARINGS ARE BASED ON THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT FOR THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING N00°27'53"W.

NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

ROBERT E. LAZENBY, IV, P.S.M. # 6369

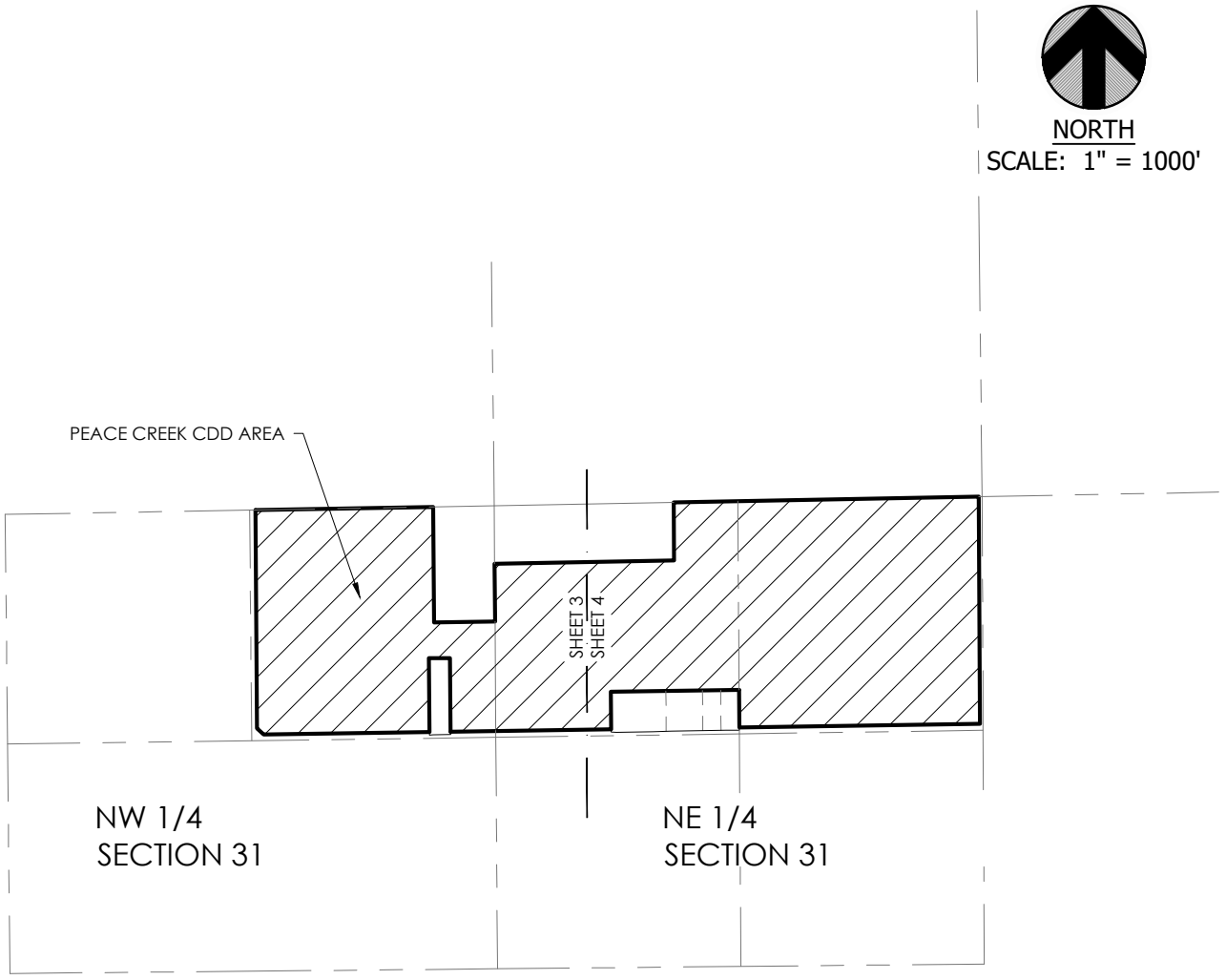
BASEPOINT SURVEYING, INC.
MAILING: P.O. BOX 253, BARTOW, FL 33831
OFFICE: 150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
PHONE: (863) 537-7413 WWW.BASEPOINTSURVEYING.COM
FLORIDA CERTIFICATE OF AUTHORIZATION # LB 8112

PEACE CREEK
Section 31, Township 29 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 1 OF 4

DRAWING: #####

JOB #1108



NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

ROBERT E. LAZENBY, IV, P.S.M. # 6369

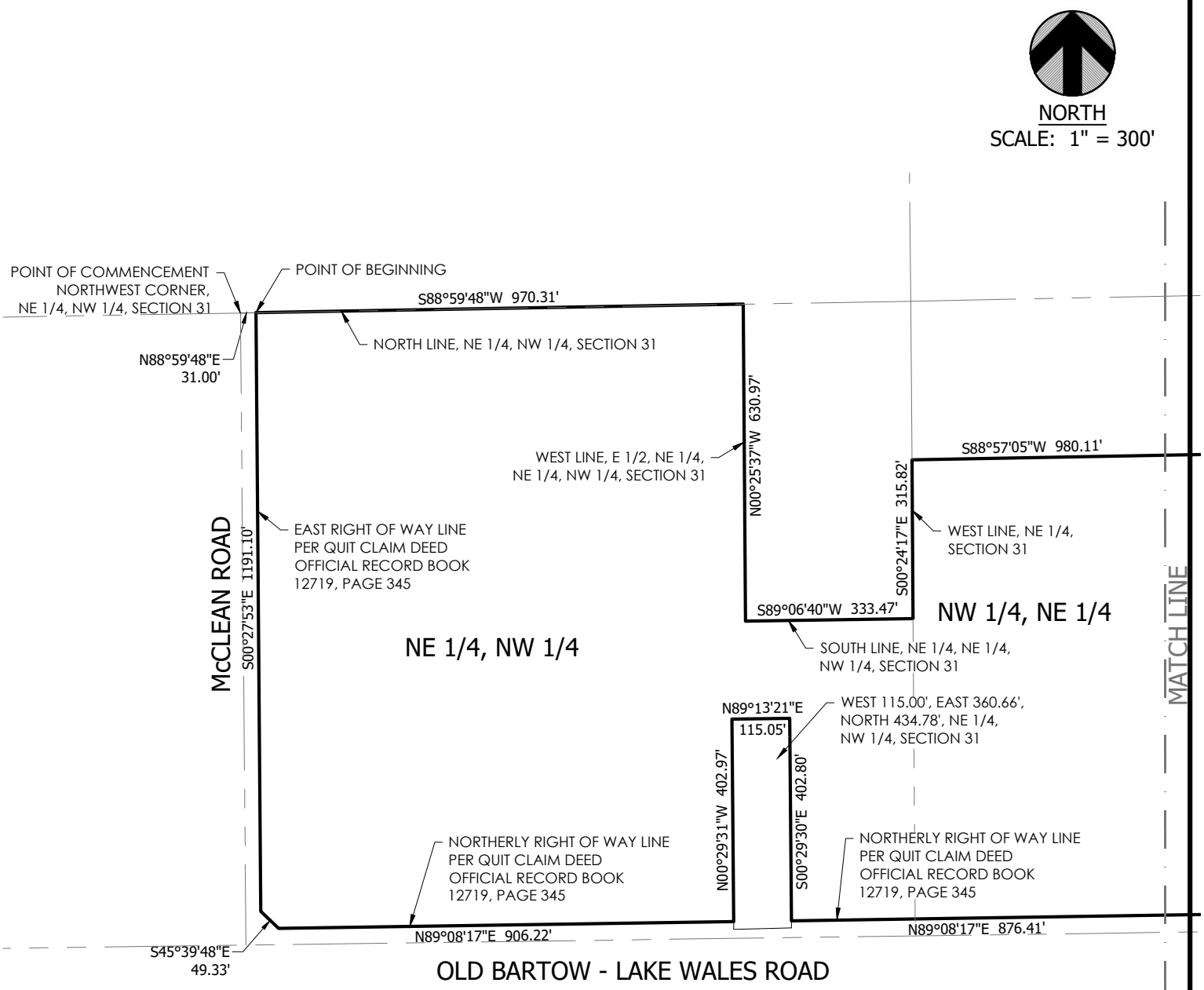
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PEACE CREEK
Section 31, Township 29 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 2 OF 4

DRAWING: #####

JOB #1108



NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

ROBERT E. LAZENBY, IV, P.S.M. # 6369

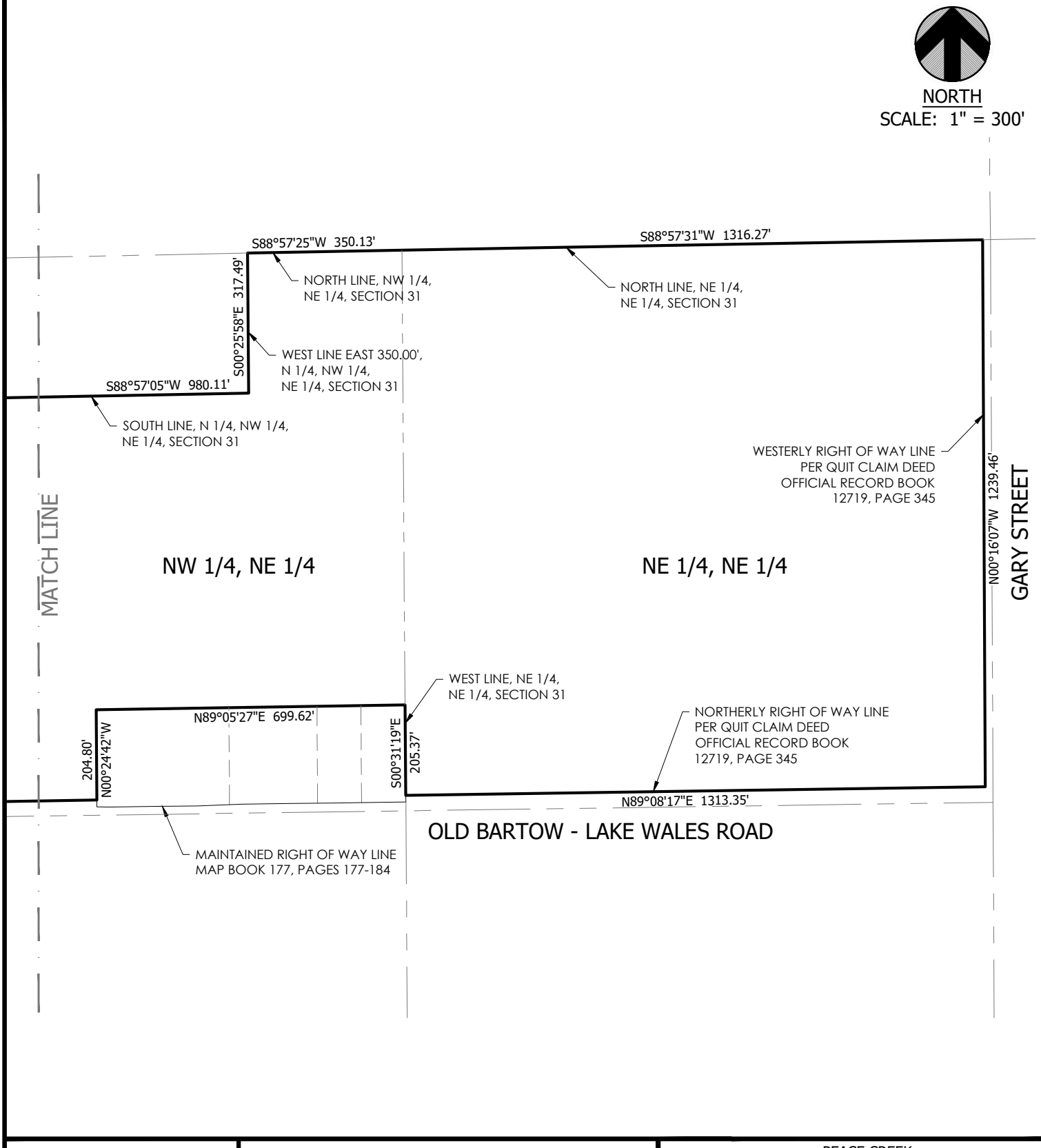
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PEACE CREEK
Section 31, Township 29 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 3 OF 4

DRAWING: #####

JOB #1108



NOT VALID WITHOUT A DIGITAL SIGNATURE OR A SIGNATURE AND RAISED SEAL

ROBERT E. LAZENBY, IV, P.S.M. # 6369

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PEACE CREEK
Section 31, Township 29 S, Range 27 E

NOT A SURVEY
SKETCH OF DESCRIPTION
SHEET 4 OF 4

DRAWING: #####

JOB #1108

EXHIBIT 3

CONSENT AND JOINDER TO ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT PROPOSED PEACE CREEK VILLAGE CDD

The undersigned is the owner of certain lands more fully described in **Exhibit A** attached hereto and made a part hereof ("Property").

The undersigned understands and acknowledges that Enright Real Property Company, LLC ("Petitioner") intends to submit an application to establish a Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands which are intended to constitute the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, the Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of the Community Development District which will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, which ever shall first occur. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, a consent to establishment of the Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the person executing this instrument.

[*signatures on following page*]

Executed this 23rd day of June, 2023.

Signed, sealed and delivered
in the presence of:

Print Name: John Russian

Print Name: Leticia Montes

PEACE CREEK VILLAGE, LLC
a Florida limited liability company

By: James E Blackwell
James E. Blackwell
Its: Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me ☑ physical presence or ☐ online notarization this 23rd day of June, 2023, by James E. Blackwell as Manager of Peace Creek Village, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Notary Seal]

LETICIA ANN MONTES
MY COMMISSION EXPIRES JUL 12, 2026
#HH286334
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Print Name: Leticia Montes
Notary Public
My Commission Expires: July 12, 2026

Executed this 23rd day of June, 2023.

Signed, sealed and delivered
in the presence of:

Print Name: Karina Diaz

Print Name: Jessica Hollanet-Fail

PEACE CREEK VILLAGE, LLC
a Florida limited liability company

By: Deidre Fresquez
Deidre Fresquez, Trustee
Its: Manager

STATE OF Georgia
COUNTY OF Hall

The foregoing instrument was acknowledged before me ☒ physical presence or ☐ online notarization this 23rd day of June, 2023, by Deidre Fresquez, Trustee, as Manager of Peace Creek Village, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced personally Known as identification.

[Notary Seal]
ANA ISABEL RAMIREZ CORTES
NOTARY PUBLIC
HALL COUNTY, GEORGIA
MY COMMISSION EXPIRES 01/06/2024

Ana Isabel Ramirez Cortes
Print Name:
Notary Public
My Commission Expires: 01/06/2024

EXHIBIT A
PROPERTY DESCRIPTION
Legal Description:

(Parcel 27-29-31-000000-011050)
The East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 31, Township 29 South, Range 27 East, Polk County, Florida.

(Parcel 27-29-31-000000-011040)
Beginning at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and running West 90 feet, thence North 483 feet, thence East 90 feet, thence South 483 feet to the Point of Beginning, in Section 31, Township 29 South, Range 27 East, Polk County, Florida.

(Parcel 27-29-31-000000-011020)

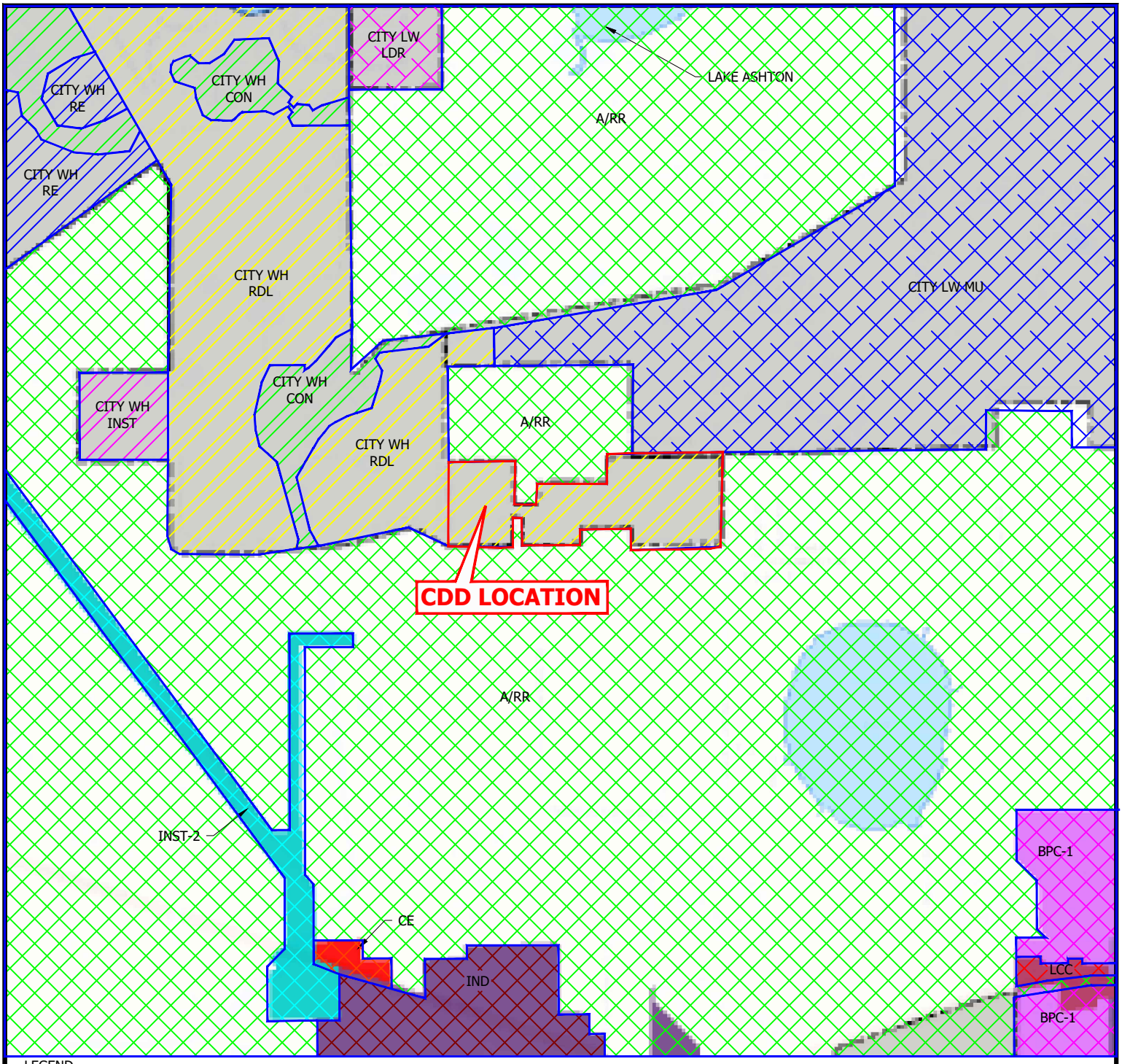
For a Point of Beginning, begin 90 feet West of the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4, run thence North 208 feet to a point, thence West 208 feet to a point, thence South 208 feet to a point, thence East 208 feet to a Point of Beginning, all in Section 31, Township 29 South, Range 27 East, Polk County, Florida.

(Parcel 27-29-31-000000-011030)
The West 3/4 of the Northeast 1/4 of the Northwest 1/4, AND the East 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4, AND the South 3/4 of the Northwest 1/4 of the Northeast 1/4, LESS AND EXCEPT that tract of land in the Southeast corner of said property described as follows: Beginning at the intersection of the East boundary line of the South 3/4 of the Northwest 1/4 of the Northeast 1/4 and the North boundary line of the Old Lake Wales-to-Bartow Highway (formerly known as Florida Highway #79), for the point of beginning, run thence North 220 feet to a point; run thence West 700 feet to a point; run thence South 220 feet to the North boundary line of the said Old Lake Wales-to-Bartow Highway; run thence East along said North boundary line of said highway 700 feet to the point of beginning, and ALSO LESS road right-of-way as presently surveyed and presently used by the public on the foregoing tract of land, AND the East 350 feet of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northeast 1/4, AND the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4, AND the Southwest 1/4 of the Northeast 1/4 of the Northeast l /4, LESS AND EXCEPT that tract of land described as begin at the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 and run West 298 feet; thence run North 208 feet; thence run East 208 feet; thence run North 275 feet; thence run East 90 feet; thence South 483 feet to the point of beginning, all of the above-described property lying in Section 31, Township 29 South, Range 27 East, Polk County, Florida.

LESS AND EXCEPT the West 115.00 feet of the East 360.66 feet of the South 394.78 feet of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 29 South, Range 27 East, Polk County, Florida; subject to right-of-way for the Old Bartow-Lake Wales Road.

AND LESS AND EXCEPT the West 115.00 feet of the East 360.66 feet of the North 40 feet of the South 434.78 feet of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 29 South, Range 27 East, Polk County, Florida.

EXHIBIT 4



LEGEND

POLK COUNTY FLU:
- A/RR - AGRICULTURE/RESIDENTIAL RURAL
- BPC-1 - BUSINESS PARK CENTER
- BPC-2 - BUSINESS PARK CENTER
- CE - COMMERCIAL ENCLAVE
- IND - INDUSTRIAL
- INST-2 - INSTITUTIONAL

CITY OF LAKE WALES (CITY LW) FLU:
- MU - MIXED USE
- LDR - LOW DENSITY RESIDENTIAL

CITY OF WINTER HAVEN (CITY WH) FLU:
- RDL - RESIDENTIAL LOW DENSITY
- CON - CONSERVATION
- RE - RESIDENTIAL ESTATES
- INST - INSTITUTIONAL

NORTH

SCALE: 1" = 2000'

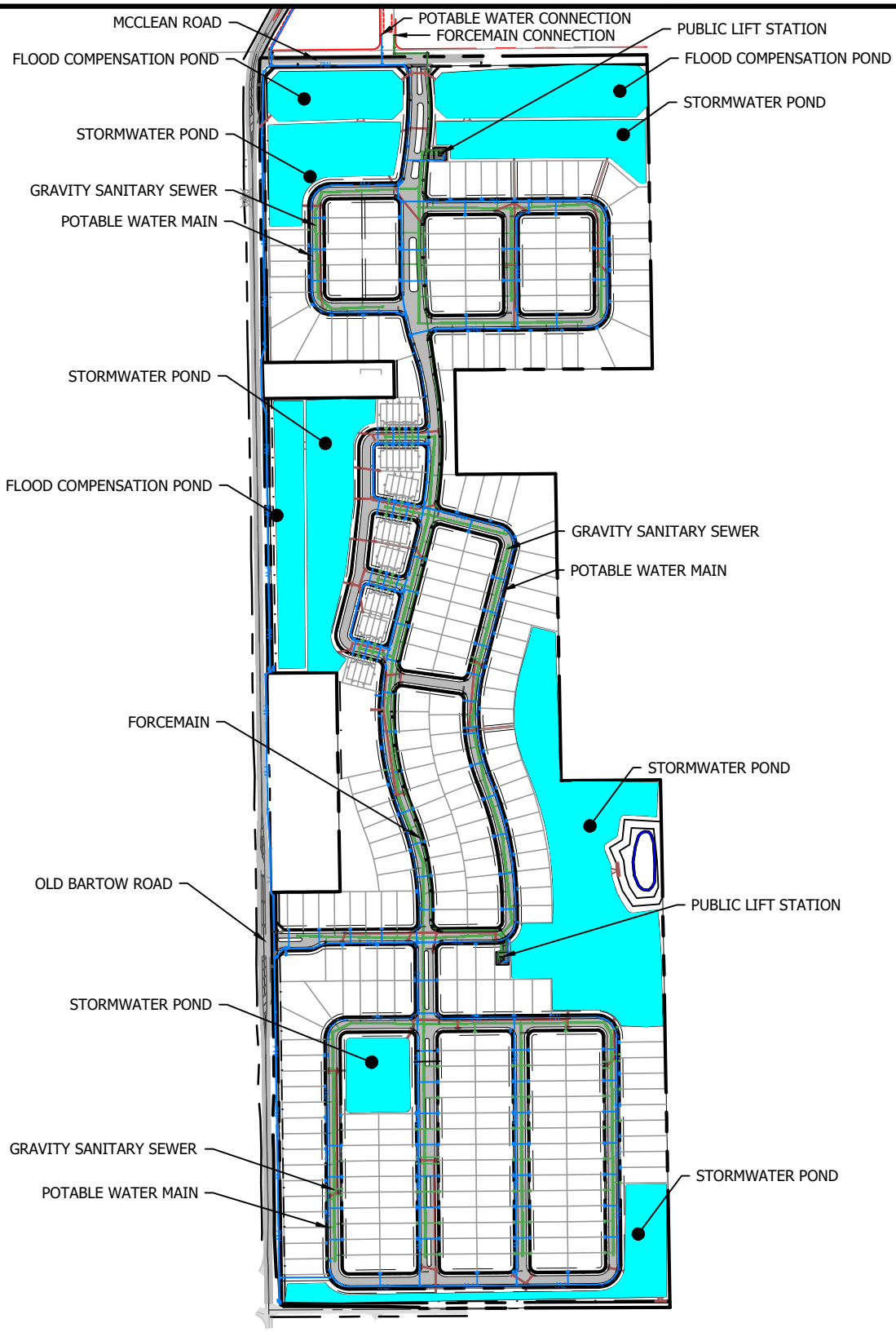
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FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

FUTURE LAND USE
EXHIBIT 4

SLOAN ENGINEERING GROUP, INC. | JOB # 27

EXHIBIT 5



NORTH

SCALE: 1" = 500'

SLOAN Engineering Group
150 SOUTH WOODLAWN AVENUE, BARTOW, FL 33830
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FLORIDA CERTIFICATE OF AUTHORIZATION (FLCA) #26247

PEACE CREEK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

WATER, SEWER, & DRAINAGE MAP
EXHIBIT 5

SLOAN ENGINEERING GROUP, INC. | JOB # 27

COMPOSITE EXHIBIT 6

Composite Exhibit 6
Peace Creek Village CDD

Facilities	Funded By	Ownership and Maintenance Entity	Estimated Cost of Construction
Potable Water	CDD	City of Winter Haven	$2,060,164
Sanitary Sewer	CDD	City of Winter Haven	$3,222,709
Roadway/Curbing	CDD	CDD	$4,306,627
Undergrounding of Conduit	CDD	City of Winter Haven	$125,000
Stormwater Improvements	CDD	CDD	$1,642,504
Earthwork (Stormwater Ponds)	CDD	CDD	$584,382
Landscape/Hardscape/Irrigation/Entry Features	CDD	CDD	$150,000
Amenity	CDD	CDD	$1,200,000
Professional Services and Permitting Fees	CDD	N/A	$664,570
Contingency (15%)	CDD	CDD	$1,993,708
Total			**$15,949,664**

COMPOSITE EXHIBIT 7

Peace Creek Village
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

August 8, 2023

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Peace Creek Village Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 95.38 +/- acres of land located within the City of Winter Haven, Florida (the "City") and is projected to contain approximately 324 residential dwelling units, which will make up the Peace Creek Village development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Peace Creek Village Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned residential development currently anticipated to contain a total of approximately 324 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Peace Creek Village.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets,

productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Winter Haven, according to the Census 2020, has a population of 49,219; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business

competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned residential development. The development of the approximately 95.38 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 550 residential dwelling units the construction, sale, and continued use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District.

Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also one of a many already existing similar districts in the City. As described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida

and its residents, 2) the City of Winter Haven and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Winter Haven

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.
The proposed District will serve land that comprises an approximately 95.38 +/- acre master planned residential development currently anticipated to contain a total of approximately 324 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 1,134 +/- and all of these residents as well as the residential and non-residential landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City of Winter Haven. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Winter Haven, Florida

The proposed land for the District is located within the City of Winter Haven, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $15,949,664. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED	OWNED BY	MAINTAINED BY
Potable Water	CDD	City of Winter Haven	City of Winter Haven
Sanitary Sewer	CDD	City of Winter Haven	City of Winter Haven
Roadway/Curbing	CDD	CDD	CDD
Undergrounding of Conduit	CDD	City of Winter Haven	City of Winter Haven
Stormwater Improvements	CDD	CDD	CDD
Earthwork (Stormwater Ponds)	CDD	CDD	CDD
Landscape/Hardscape/Irrigation/Entry	CDD	CDD	CDD
Amenity	CDD	CDD	CDD

Table 2

PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Potable Water	$2,060,164
Sanitary Sewer	$3,222,709
Roadway/Curbing	$4,306,627
Undergrounding of Conduit	$125,000
Stormwater Improvements	$1,642,504
Earthwork (Stormwater Ponds)	$584,382
Landscape/Hardscape/Irrigation/Entry Features	$150,000
Amenity	$1,200,000
Professional Services and Permitting Fees	$664,570
Contingency (15%)	$1,993,708
Total	**$15,949,664**

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances

will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

City of Winter Haven has a population of 49,219 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S. It can be reasonably expected that the establishment of community development district for the Peace Creek Village development will not produce any marginal effects that would be different from those that would have occurred if the Peace Creek Village development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Peace Creek Village Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Peace Creek Village development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Peace Creek Village development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Peace Creek Village development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Peace Creek Village Community Development District.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 3o days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 8

Authorization of Agent

This letter shall serve as a designation of Jennifer L. Kilinski, Esq., whose address is Kilinski | Van Wyk PLLC, 2016 Delta Boulevard, Suite 101, Tallahassee, Florida 32303, to act as agent for Enright Real Property Company, LLC, a Florida limited liability company, with regard to any and all matters pertaining to the petition to the City of Winter Haven City Commission to establish a community development district pursuant to Chapter 190, *Florida Statutes*. This authorization shall remain in effect until revoked in writing.

ENRIGHT REAL PROPERTY COMPANY, LLC
a Florida limited liability company

DATE: 6/15/23

By: David M. Matt
Its: Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 15th day of June, 2023, by David M. Matt, as Manager of Enright Real Property Company, LLC, on behalf of the company.

MARCIA ANN BEXLEY
Notary Public - State of Florida
Commission # GG 366203
My Comm. Expires Aug 15, 2023

(Official Notary Signature & Seal)
Name: MARCIA ANN BEXLEY
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

BEFORE THE CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

IN RE:	PETITION TO ESTABLISH THE PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT	)))

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Polk

I, David Matt of Enright Real Property Company, LLC, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is David Matt, and I am a representative for the Petitioner, Enright Real Property Company, LLC.

3. The prepared written, pre-filed testimony consisting of seven (7) pages, submitted under my name to the City Commission of the City of Winter Haven, Florida relating to the establishment of the Peace Creek Village Community Development District ("District") and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Peace Creek Village Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning the Petition to Establish the Peace Creek Village Community Development District, its exhibits and the reasons for establishing the District are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various statutory requirements and an overview of the proposed development within the proposed Peace Creek Village Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 3rd day of October 2023.

David Matt

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3rd of October 2023, by David Matt, who is personally known to me or who has produced _____ as identification.

(Official Notary Signature & Seal)

MARCIA ANN BEXLEY
Notary Public - State of Florida
Commission # HH 397859
My Comm. Expires Aug 15, 2027
Bonded through National Notary Assn.

Name: MARCIA ANN BEXLEY
Personally Known ✓
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF DAVID MATT FOR ESTABLISHMENT OF PEACE CREEK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is David Matt and my business address is 472 Fletch Place, Winter Haven, Florida, 32789.

2. By whom are you employed and in what capacity?

I am employed by the Enright Real Property Company, LLC.

3. Briefly summarize your duties and responsibilities.

I am responsible for management and investment-related decisions for the Enright Real Property Company, LLC.

4. Who is the Petitioner in this proceeding?

The petitioner is Enright Real Property Company, LLC ("Petitioner").

5. Are you familiar with the Petition filed by the Petitioner seeking the establishment of a community development district?

Yes. I assisted in the preparation of the petition filed on August 8, 2023, with the City of Winter Haven, Florida (the "City") and accompanying exhibits (the "Petition") and worked with members of the consultant team we hired to prepare the filing. I reviewed the Petition and exhibits prior to its filing.

6. What is the proposed name of the District?

The proposed name is the Peace Creek Village Community Development District ("District").

7. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

8. Are there any changes or corrections to the Petition at this time?

No.

9. Are there any changes or corrections to any of the exhibits submitted to the City at this time?

No.

10. Please generally describe each of the exhibits attached to the Petition.

Exhibit 1 is the map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Exhibit 3 is the Consent of Landowner to the establishment of the proposed District, which represents the consent of one hundred percent (100%) of the owner of the lands to be included within the District.

Composite Exhibit 4 shows the existing use for the lands contained in the proposed District and surrounding areas. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the County's Future Land Use Plan are also depicted in Composite Exhibit 4.

Composite Exhibit 5 indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

Composite Exhibit 6 describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance.

Exhibit 7 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

Exhibit 8 is the authorization of agent form, which authorizes Jennifer Kilinski, Esq. of Kilinski | Van Wyk PLLC, to act as agents for the Petitioner.

11. Were these exhibits prepared by you or under your supervision?

Yes, the Petitioner engaged a consultant team and directed the preparation of the exhibits to the Petition. I reviewed the Petition and exhibits prior to its filing.

12. To the best of your knowledge, is the general location map identified as Exhibit 1 a true and accurate depiction of the general location of the proposed District?

Yes, it is.

13. To the best of your knowledge, is the metes and bounds description of the external boundary of the District included in Exhibit 2, a true and accurate recitation of the land area to be included within the proposed District?

Yes, it is.

14. To the best of your knowledge, is Exhibit 3 a true and accurate copy of the consent obtained from the owner of one hundred percent (100%) of the lands to be included within the proposed District?

Yes, it is.

15. To the best of your knowledge, is the map included in Exhibit 4 a true and accurate depiction of the future general distribution, location and extent of public and private land uses within the proposed District?

Yes, it is.

16. To the best of your knowledge, is Exhibit 5 a true and accurate depiction of the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District?

Yes, it is.

17. To the best of your knowledge, does Exhibit 6 truly and accurately list the facilities and services that the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated owner and entity responsible for operation and maintenance thereof?

Yes, it does.

18. To the best of your knowledge, is Exhibit 7 a true and accurate copy of the Statement of Estimated Regulatory Costs?

Yes, it is.

19. To the best of your knowledge, is Exhibit 8 a true and accurate copy of the Authorization of Agent form?

Yes, it is.

20. Are the contents of the Petition and the exhibits attached to it, as described herein, true and correct to the best of your knowledge?

Yes, it is.

21. Are you familiar with the area that is proposed to be included within the District?

Yes, I am familiar with the general area and the site specifically.

22. Approximately how large is the proposed District in acres?

The proposed District is located entirely within the City of Winter Haven, Florida, which is situated within Polk County. The proposed District covers approximately 95.38 acres of land.

23. What steps were taken with respect to filing the Petition with the City?

On August 8, 2023, the Petitioner filed the original Petition with the City.

24. Has notice of the hearing been provided in accordance with Section 190.005, Florida Statutes?

Yes. A notice of hearing is being published in the Ledger, a newspaper of general circulation in Polk County and of general interest and readership in the community, as a display ad for four (4) consecutive weeks immediately preceding the hearing. Proof of publication has been requested and will be available by the time of the establishment hearing.

25. Who are the five persons designated in the Petition to serve as the initial Board of Supervisors?

The five persons include Pete Williams, John McKay, John Blakely, David Matt, and Kristen Matt.

26. Do you know each of these persons personally?

Yes, I do.

27. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, they are.

28. Are there residential units planned for development within the proposed District?

Yes. There are approximately 324 residential units planned for development within the proposed District.

29. Are there residents currently living within the areas to be included within the District, and, if so, have they been notified about the creation of the District?

No, there are no residents currently living within the areas to be included within the District.

30. What steps will be taken to ensure that prospective purchasers of the District receive notice of the existence of the District and its assessments?

There are certain state law disclosure requirements that all community development districts ("CDDs") must meet.

First, within thirty (30) days of the establishment of the District, a Notice of Establishment is required to be recorded in the property records. The notice contains a legal description of the boundaries of the District and discloses, as required by Section 190.0485, *Florida Statutes*, through inclusion of the bold-faced language set forth in the paragraph immediately below, that the District may levy assessments. The document also provides contact information for members of the public to obtain more information about the District. This document should appear on a title search typically prepared when someone intends to purchase a home after a District has been established.

Second, Section 190.048, *Florida Statutes*, requires certain contractual language to appear in bold-faced and conspicuous type immediately prior to the signature line on every initial purchase contract. The following language will be required: **Peace Creek Village Community Development District may impose and levy taxes or assessments, or both taxes and assessments, on this property. These taxes and assessments pay the construction, operation, and maintenance costs of certain public facilities and services of the District and are set annually by the governing board of the District. These taxes and assessments are in addition to county and other local governmental taxes and assessments and all other taxes and assessments provided for by law.**

Third, when assessments are levied for the first time or when previously levied assessments are raised, notice of a public hearing is required to be given by publication in a local newspaper and by mail to all property owners within the District. The assessments are then considered at a public hearing.

Fourth, the District will be required to adopt and record in the Polk County Public Records a Disclosure of Public Financing and Maintenance of Public Improvements. This Disclosure summarizes the financing plan the District has undertaken, the existence, if any, of capital and operation and maintenance assessments, and the facilities and services that the District provides and maintains. This Disclosure is then provided by the District to the developer to satisfy the requirements of Section 190.009, *Florida Statutes*, and is also available for inspection by residents and prospective residents.

31. Would you please describe the proposed timetable for development of land within the proposed District?

It is anticipated that the District improvements will be made, acquired, constructed and/or installed from 2023 to 2024.

32. Has all of the developable land within the proposed District been planned as a single community?

Yes, the developable land, along with the master infrastructure to be maintained by the proposed District that will service the developable land, although anticipated to be

constructed in multiple phases, is planned as a single community.

33. Would you generally describe the services and facilities you currently expect the proposed District to provide?

The Petitioner presently intends for the District to be involved in providing the following services and facilities: stormwater management system, roadway improvements, water and sewer improvements, landscape, streetlights, and related improvements. The facilities are outlined in Exhibit 6 of the Petition.

34. Did you cause the cost estimates identified in Exhibit 6 to be prepared?

Yes, the cost estimates were prepared under my supervision and direction.

35. What methods were used to estimate these costs?

The estimates are based on research regarding historical costs of constructing similar infrastructure and current market conditions.

36. In your opinion, are the cost estimates for the facilities for the proposed District reasonable?

Yes, to the best of my knowledge and based on the information available.

37. In general, what financing methods does the Petitioner propose the District may use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance facilities and services through the issuance of tax-exempt bonds, special assessments and through other available financing mechanisms. The debt issued by the proposed District is expected to be retired by non-ad valorem assessments (also known as "special assessments") on benefitted property within the proposed District. Ongoing maintenance and operation of the District and its facilities and services are expected to be funded by non-ad valorem special assessments. Any facilities not financed with a bond issue may be funded by the developer using conventional financing options.

38. Who will be responsible for paying the proposed District's assessments?

Only current property owners and those who choose to acquire property within the proposed District will be responsible for paying District assessments.

39. Will these proposed District debts be an obligation of the City, County, or the State of Florida?

No. The debts will be solely the District's obligation and secured by non-ad valorem assessments levied against property owners. Florida law provides that CDD debt cannot

become the obligation of a county, a city, or the state without the consent of that government.

40. Why is the Petitioner seeking to have a CDD established for this area?

There are hundreds of CDDs throughout the State of Florida. CDDs are an efficient, effective way to provide infrastructure and have become accepted in the marketplace to homebuyers. CDDs have the ability to assist in the streamlined and efficient maintenance and operation of infrastructure and services to developing communities.

From our perspective, the establishment of a CDD is logical for this project. It provides a long-term, stable, financially secure entity. The proposed District is a structured, formal entity with the legal ability to respond to future changes in the circumstances and desires of its residents. Under Florida law, the proposed District has access to Polk County's tax collection mechanisms, which helps ensure that the facilities will be maintained. In that sense, it is preferable over control by a property owners association.

Additionally, a CDD has the ability to enter into interlocal agreements with other government entities. These allow a CDD to work with other government entities to complete projects that benefit residents within the CDD boundaries while also assisting local governments in completing infrastructure necessary to serve growth.

A CDD has the financial capability to assist in the provision of necessary capital improvements sooner than may otherwise be the case. The City, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety and general property enhancement. Additionally, a CDD is the entity preferred by many regulatory agencies, including many water management districts, to operate and maintain the stormwater management and other similar systems. This is because the CDD is a perpetual entity, operating in open meetings, with the financial ability to ensure that the maintenance of these important environmental facilities and amenities is accomplished. Given the nature of this project, in my opinion, a CDD is a logical, prudent, and desirable way to ensure this needed infrastructure is maintained.

41. Does this conclude your testimony?

Yes.

BEFORE THE CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

IN RE: PETITION TO ESTABLISH THE)
PEACE CREEK VILLAGE COMMUNITY)
DEVELOPMENT DISTRICT)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF Polk

I, Steve Sloan, being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Steve Sloan and I am employed by Sloan Engineering Group, Inc., as a Civil Engineer.

3. The prepared written, pre-filed testimony consisting of five (5) pages, submitted under my name to the City Commission of the City of Winter Haven, Florida relating to the Petition to Establish the Peace Creek Village Community Development District and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Peace Creek Village Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning land development and the construction of public infrastructure as a professional engineer and related matters are accurately set forth in my pre-filed testimony.

6. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 2nd day of October 2023.

Steve Sloan, P.E.

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 2 of October 2023, by Steve Sloan, who is personally known to me or who has produced _____ as identification.

KENDRA J MCBEE
Notary Public - State of Florida
Commission # HH 126799
My Comm. Expires Aug 29, 2025
Bonded through National Notary Assn.

(Official Notary Signature & Seal)

Name: Kendra J McBee
Personally Known _____
OR Produced Identification _____
Type of Identification _____

TESTIMONY OF STEVE SLOAN, P.E., FOR ESTABLISHMENT OF WILLOWBROOK COMMUNITY DEVELOPMENT DISTRICT

1. Please state your name and business address.

My name is Steve Sloan, P.E., and my business address is 150 South Woodlawn Avenue, Bartow, Florida 33830.

2. By whom are you employed and in what capacity?

I am a Professional Engineer employed by Sloan Engineering Group.

3. Please describe your duties with your employer.

I am responsible for management and completion of various Civil Engineering projects for public sector and private clients.

4. Prior to your current employment, by whom were you employed and what were your duties and responsibilities in those positions?

Prior to my previous employment, I was employed by Pickett & Associates. My duties with Pickett & Associates were to design and manage civil engineering land development projects.

5. Please give your educational background, with degrees earned, major areas of study and institutions attended.

I received a Bachelor of Science degree in Environmental Engineering from the University of Florida in 1995.

6. Do you have any professional licenses, registrations, or certifications?

Yes. I hold a license as a Professional Engineer (#58766).

7. Please summarize your previous experience as it relates to public facility design and construction and land development and planning.

I have over 20 years of experience in civil engineering design work. My experience includes completion of civil engineering projects including site plans, residential subdivisions, public infrastructure projects, roadway improvements projects and parks projects.

My permitting experience includes project permitting through local, state and federal agencies for hundreds of local projects.

8. Are you familiar with the Petition ("Petition") filed by Enright Real Property Company, LLC ("Petitioner") on August 8, 2023, seeking the establishment of the proposed District?

Yes. I assisted the Petitioner with the preparation of some of the exhibits filed with the Petition and reviewed others.

9. **Have you reviewed the Petition and approved its contents?**

Yes, I have.

10. What has been your role with respect to the proposed District's establishment proceeding?

I reviewed the overall cost estimates prepared by our firm under my direction and the various engineering exhibits that were required for submittal.

11. Did you prepare, or have others prepare under your supervision prepare, any of the exhibits attached to the Petition?

Yes, Exhibits 1, 2, 4, 5, 6, and 7 were prepared by my firm.

12. Do any of those exhibits require any change or correction?

No changes or corrections are required.

13. To the best of your knowledge, are Exhibits 1, 2, 4, 5, 6, and 7 to the Petition true and correct?

Yes, to the best of my knowledge.

14. In general, what do Exhibits 1, 2, 4, 5, 6, and 7 to the Petition demonstrate?

Exhibit 1 is the map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Exhibit 4 contains a map depicting the future general distribution, location and extent of the public and private land uses within the proposed District by the land use plan element.

Exhibit 5 contains maps identifying existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

Exhibit 6 contains a list of the facilities and services the proposed District is expected to finance, fund, construct, acquire and/or install, as well as the anticipated entity responsible for the ownership and maintenance thereof.

Exhibit 7 contains the estimated costs of construction of the infrastructure serving the land within the proposed District.

15. Would you generally describe the services and facilities that the proposed District is expected to provide?

The Petitioner presently intends for the proposed District to participate in the acquisition or construction of a stormwater management system, roadway improvements, water and sewer systems, and landscaping improvements, along with other public improvements.

16. Are the construction cost estimates for the proposed facilities, as identified in Exhibit 7 for the Proposed District reasonable?

Yes, I have reviewed the construction cost estimates and, to the best of my knowledge, information and belief and based on the information available, the construction cost estimates for the proposed District improvements are reasonable based on my experience and knowledge of the local construction industry.

17. Based upon your training and experience as a professional engineer, do you have an opinion as to whether the proposed District is of sufficient size, sufficient compactness, and sufficient contiguity to be developed as a functional interrelated community?

Yes, I do have an opinion.

18. What is your opinion?

My opinion is that it meets the indicated requirements to be a functional interrelated community because it has sufficient size, sufficient compactness and sufficient contiguity.

19. What is the basis for your opinion?

For many reasons, the proposed District facilities can be provided in an efficient, functional and integrated manner. First, the lands to be included within the proposed District have sufficient significant infrastructure needs to be developable as a functionally interrelated community. Second, this necessary infrastructure can be provided by the proposed District in a cost-effective manner based upon the specific design of the community. Furthermore, the use of one development plan whose infrastructure is implemented by a community development district ("CDD") to provide the community services and facilities will ensure that the proposed improvements are provided and maintained in an efficient, functional and integrated manner.

20. As a professional engineer, do you have an opinion as to whether the services and facilities to be provided by the proposed District will be incompatible with the capacities and uses of existing local and regional community development facilities and services?

My opinion is that the proposed District will not be incompatible with the capacities and uses of existing local and regional community facilities and services.

21. What is the basis for your opinion?

There is no duplication or overlap of facilities or services because no other entity or unit of government is presently funding or providing the improvements proposed by the proposed District. Therefore, the proposed District will be an efficient entity to participate in the construction and maintenance of the necessary infrastructure improvements.

22. As a professional engineer, do you have an opinion as to whether the area to be included within the proposed District is amenable to being served by separate special district government?

Yes. The proposed District encompasses approximately 95.38 acres. First, a project of this size is large enough to support its own community with individual facility and service needs. Second, although maintenance of improvements is also a concern, the proposed District can be utilized as an efficient long-term mechanism to ensure that the residents of the proposed District pay for and receive proper and required maintenance. Therefore, my opinion is that the area within the proposed District is amenable to separate special district government.

23. As a professional engineer, do you have an opinion as to whether the proposed District is the best alternative to provide the proposed community development services and facilities to the area that will be served?

Yes.

24. What is your opinion?

It is my opinion that the proposed District is the best alternative to provide the proposed services and facilities within the proposed District.

25. What is the basis of your opinion?

The proposed District is a long-term, stable, perpetual entity capable of funding, constructing and, in some cases, maintaining the facilities over the lifetime of the facilities because the proposed District has the advantage of being a unit of local government, which has access to the tax-exempt bond market. Neither a property owners' nor homeowners' association (POA/HOA) has the ability to finance infrastructure of the nature and scope

contemplated here, or manage the construction, acquisition or maintenance of the public infrastructure. Neither is authorized to place a first lien on property if the owner does not pay its maintenance assessments. Overall, the proposed District would be a more timely, reliable and cost-efficient mechanism to deliver and maintain the needed community improvements.

26. Can you provide an example of a service or facility and explain why a CDD is a preferred alternative for long-term operation and maintenance?

Yes. An example would be a stormwater management system. By statute, CDDs and property owners' associations are permitted to operate and maintain these systems. However, homeowners' associations are generally required by typical water management district rules to provide significantly more information and documentation before they are authorized to operate and maintain a stormwater management system. Such documentation generally must (i) indicate that the association has the required financial capabilities, (ii) mandate that the association will operate and maintain such systems and (iii) provide that the association cannot be dissolved until another entity is found to maintain the system.

A CDD, which is generally considered to be a more secure financial, legal and administrative entity, generally must simply provide a letter to the water management district committing that the district will accept operation and maintenance responsibility. All things being equal, a CDD is preferred over a homeowners' or property owners' association for operation and maintenance of a stormwater management system.

27. Does this conclude your testimony?

Yes, it does.

BEFORE THE CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

IN RE:	PETITION TO ESTABLISH	)
	OF PEACE CREEK VILLAGE COMMUNITY	)
	DEVELOPMENT DISTRICT	)

AFFIDAVIT ADOPTING WRITTEN, PRE-FILED TESTIMONY

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, Craig Wrathell ("Affiant"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.

2. My name is Craig Wrathell and I am District Manager at Wrathell, Hunt and Associates, LLC. My business address is 2300 Glades Road, Suite 410-W, Boca Raton, Florida 33431.

3. The prepared written, pre-filed testimony consisting of six (6) pages, submitted under my name to the City Commission of the City of Winter Haven, Florida relating to the Petition to Establish the Peace Creek Village Community Development District and attached hereto, is true and correct.

4. If I were asked the questions contained in the pre-filed testimony orally at the Peace Creek Village Community Development District establishment hearing, my oral answers would be the same as the written answers presented in my pre-filed testimony.

5. My credentials, experience and qualifications concerning my work as a consultant of Wrathell, Hunt and Associates, LLC are accurately set forth in my pre-filed testimony.

6. My pre-filed testimony addresses the various managerial and operational aspects related to the Petition to Establish Peace Creek Village Community Development District.

7. No corrections or amendments to my pre-filed testimony are required.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 4th day of October 2023.

Craig Wrathell

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th of October, 2023, by Craig Wrathell, who is personally known to me or who has produced _____ as identification.

(Official Notary Signature & Seal) Daphne Gillyard

Name:
Personally Known
OR Produced Identification
Type of Identification

DAPHNE GILLYARD
Notary Public
State of Florida
Comm# HH390392
Expires 8/20/2027

TESTIMONY OF CRAIG WRATHELL FOR THE PEACE CREEK COMMUNITY DEVELOPMENT DISTRICT ESTABLISHMENT

1. Please state your name and business address.

My name is Craig Wrathell. My business address is 2300 Glades Road, Suite 410-W, Boca Raton, Florida 33431.

2. By whom are you employed and in what capacity?

I am the President and a Partner of Wrathell, Hunt and Associates, LLC.

3. Briefly summarize your duties and responsibilities.

Wrathell, Hunt and Associates, LLC, is a management and financial consulting firm. The firm provides four (4) types of general services to its clients:

(1) Management and Financial Accounting Services for Community Development Districts (CDDs)
(2) Economic studies including Statement of Estimated Regulatory Costs, sales tax, and TIF analysis
(3) Long Term Strategic Planning for clients
(4) Preparation of Special Assessment Methodologies

4. Who is the Petitioner in this proceeding?

The petitioner is Enright Real Property Company, LLC ("Petitioner").

5. Are you familiar with the Petition ("Petition") filed by Petitioner with the Board of County Commissioners for Polk County, Florida ("County") on or around August 8, 2023, seeking the establishment of the proposed District?

Yes.

6. What is the proposed name of the District?

The proposed name is the Peace Creek Village Community Development District ("District").

7. Have you reviewed the contents of the Petition and approved its findings?

Yes, I have.

8. Are there any changes or corrections to the Petition at this time?

No.

9. Are there any changes or corrections to any of the exhibits submitted to the County at this time?

No.

10. Please generally describe each of the exhibits attached to the Petition.

Exhibit 1 is the map showing the general location of the proposed District.

Exhibit 2 is the metes and bounds description of the external boundary of the proposed District.

Exhibit 3 is the Consent of Landowner to the establishment of the proposed District, which represents the consent of one hundred percent (100%) of the owner of the lands to be included within the District.

Composite Exhibit 4 shows the existing use for the lands contained in the proposed District and surrounding areas. The distribution, location, and extent of the public and private land uses proposed for the District by the future land use plan element of the County's Future Land Use Plan are also depicted in Composite Exhibit 4.

Composite Exhibit 5 indicates the location of major outfall canals and drainage basins for the lands within the proposed District as well as the location of existing major trunk water mains, reuse water mains and wastewater interceptors within the currently undeveloped lands proposed to be included within the District.

Composite Exhibit 6 describes the types of facilities the District presently expects to finance, construct, and install, as well as the entities anticipated for future ownership, operation, and maintenance.

Exhibit 7 is the Statement of Estimated Regulatory Costs ("SERC"), required by statute.

Exhibit 8 is the authorization of agent form, which authorizes Jennifer Kilinski, Esq. of Kilinski | Van Wyk PLLC, to act as agents for the Petitioner.

11. Were these exhibits prepared by you or under your supervision?

Yes, the Petitioner engaged a consultant team and directed the preparation of the exhibits to the Petition. I reviewed the Petition and exhibits prior to its filing.

12. Are the contents of the Petition and the Exhibits attached to it and referenced above true and correct to the best of your knowledge?

Yes.

13. Are you familiar with the area that is proposed to be included within the District?

Yes, I am familiar with the general area and the site specifically.

14. Approximately how large is the proposed District in acres?

The proposed District covers approximately 95.38 acres, more or less, of land.

15. What steps were taken with respect to filing the Petition with the County?

On or around August 8, 2023, the Petitioner filed the Petition with the County. The Petitioner paid the filing fees, in accordance with the County's fee schedule requirements.

16. Has notice of the hearing been provided in accordance with Section 190.005*, Florida Statutes*?

Yes. The Notice of Public Hearing was or will be published in the Ledger, a newspaper of general circulation in Polk County and of general interest and readership in the community, as a display ad on the following dates: September 25th, October 2nd, October 9th and October 16th of 2023. Proof of publication has been or will be requested and will be available by the time of the establishment hearing.

17. Who are the five people designated in the Petition to serve as the initial Board of Supervisors?

The five persons include Pete Williams, John McKay, John Blakely, David Matt, and Kristen Matt.

18. Do you know each of these people personally?

Yes, I do.

19. Are each of the persons designated to serve as the initial Board of Supervisors residents of the State of Florida and citizens of the United States?

Yes, they are.

20. Are there residential units planned for development within the proposed District?

Yes. There are approximately 324 residential units planned for development within the proposed District.

21. Are there residents currently living within the areas to be included within the District, and, if so, have they been notified about the creation of the District?

No. As of this date, there are no residents currently living in any of the areas proposed to be included within the boundaries of the proposed District.

22. Would you please describe the proposed timetable for development of land within the proposed District?

The proposed timetable for the construction of infrastructure to develop the land is expected to occur during the period running from 2023 to 2024.

23. Would you generally describe the services and facilities you currently expect the proposed District to provide?

The Petitioner presently intends for the District to be involved in providing the following services and facilities: stormwater management system, onsite roadway improvements and offsite roadway improvements, water and sanitary sewer systems, reclaimed water distribution system, landscaping, recreational facilities and related improvements. Capital costs of these improvements, including associated contingencies and professional fees, will be borne by the District. Petitioner's good faith expectation of the costs associated with the acquisition or construction of such improvements is itemized in Composite Exhibit 6 of the Petition.

24. Are these costs expected to include the cost of acquiring land from the developer?

No.

25. Do you have an opinion, as someone experienced in development, as to whether the area of land to be included within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community?

Yes.

26. What is your opinion?

The proposed District has sufficient land area, and is sufficiently compact and contiguous to be developed, with the roadway, drainage, water and sewer, and other infrastructure systems, facilities and services contemplated. The District will operate as one functionally

27. interrelated community.
What is the basis for your opinion?

The size of the proposed District is approximately 95.38 acres of land, more or less. Based on my previous experience, the proposed District is of sufficient size, compactness, and contiguity to be developed as a functional interrelated community.

The qualities of compactness, contiguity, and size relate directly to whether an area can become one functional interrelated community. From the standpoint of the provision, management and operation of the community infrastructure expected to be provided by the District, the acres contemplated for inclusion within the District is sufficiently compact, contiguous and of sufficient size to maximize the successful delivery of these infrastructure improvements to these lands. The delivery of services and facilities to the lands within the District will not be hampered by insurmountable barriers or spatial problems. The area within the District is suitably configured to maximize the benefits available from the District services and facilities to be provided.

28. In general, what financing methods does Petitioner propose that the proposed District use to pay for the anticipated facilities and services?

Petitioner presently expects that the District will finance certain services and improvements through the issuance of tax-exempt bonds. The debt issued by the proposed District is expected to be retired by funds from landowners in the form of "non-ad valorem" or "special" assessments on benefitted property within the proposed District. Ongoing maintenance and operational activities are expected to be funded by maintenance special assessments. At present, the Petitioner expects that the proposed District may issue both long- and short-term bonds that will pay a portion of the cost of these facilities. The short-term bonds, and any facilities not financed with a bond issue, will be funded by the developer through conventional bank financing.

29. Who will be responsible for paying the proposed District's assessments?

Only those property owners, including the developer, within the proposed District will be responsible for paying District assessments.

30. Will these debts of the proposed District be an obligation of the County or the State of Florida?

No. Florida law provides that community development district debt cannot become the obligation of a city, a county, or the state without the consent of that government.

31. Why is the Petitioner seeking to have a community development district established for this area?

Districts are an efficient, effective way to provide infrastructure and have become accepted in the marketplace by home buyers.

From our perspective, the establishment of a District is logical for this project. It is a long-term, stable, financially secure entity. The District is a structured, formal entity, with the legal ability to respond to current and future changes in the circumstances and desires of its residents. This project requires that the landowners within the development must provide for the ownership and maintenance of the roadways and stormwater management system. A District is the best mechanism for the perpetual maintenance and operation of such improvements. Under Florida law, the District has access to the county tax collection mechanisms, which helps ensure that assessments will be collected and that the facilities will be maintained. In that sense, to us, it is preferable to a property owners' association.

In addition, the District has the financial capability to assist in the provision of necessary capital improvements sooner than might otherwise be the case. The County, developers, builders and residents will all benefit from these improvements in terms of access, traffic flow, safety, and general property value enhancement.

32. Does this conclude your testimony?

Yes.

CITY OF WINTER HAVEN SUMMARY
CITY COMMISSION MEETING
OCTOBER 23, 2023

DATE: October 6, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: CJ Scott, Chief Financial Officer

SUBJECT: RFP-23-43 Award of Contract for Auditing Services

BACKGROUND:

The current external auditor contract with CliftonLarsonAllen (CLA), LLC expired with the conclusion of the September 30, 2022 fiscal year-end audit. On July 24, 2023, the Commission approved Resolution R-23-37, establishing an auditor selection committee for the procurement of an independent audit firm.

Florida Statute is specific as to the auditor selection process and composition of the selection committee. The auditor selection committee must consist of at least three members, with one member a current member of the Commission. An employee of the City may not serve as a member of the selection committee but may serve in an advisory capacity. The auditor selection committee was comprised of Commissioner Tracy Mercer serving as Chair, Hap Hazelwood, and Steven Crisman.

With the expiration of the contract with CLA, staff determined it would be most appropriate to issue a Request for Proposal (RFP), a full-scale competitive process, to contract for professional auditing services. The RFP process ensures that the City is receiving both competitive pricing and high audit quality, while also maintaining transparency about this process, i.e., the factors considered when selecting an auditor, and the rationale behind the committee's recommendation.

The auditor selection committee was responsible for establishing factors to use for the evaluation of audit services, evaluating the responses from qualified firms, and ranking in order of preference firms that are deemed to be the most highly qualified to perform the required services.

RFP-23-43 was released August 10, 2023, with a submission deadline of September 15, 2023. Proposals were received from three audit firms: CliftonLarsonAllen, LLP, Mauldin & Jenkins, LLC, and Purvis Gray and Company, LLC. Fees and costs proposed by the three auditing firms varied based on hours, rates, GASB pronouncements, and single audits.

The audit selection committee met October 3, 2023, to evaluate and rank the audit firms. At the conclusion of the meeting, the selection committee ranked Mauldin & Jenkins, LLC as the highest. A Recommendation of Award to Mauldin & Jenkins, LLC was posted October 4th; no protests were received.

If approved, the financial and compliance audit contract would be effective once executed by both parties for three fiscal years ending September 30, 2023, 2024, and 2025 and may be extended for three successive one-year periods.

FINANCIAL IMPACT:

The annual financial and compliance auditing services are $92,500.

RECOMMENDATION:

Staff recommends the City Commission approve the award of RFP-23-43 to Mauldin & Jenkins, LLC and authorize the City Manager, or designee to execute the three-year contract via the attached Audit Engagement Letters and take any, and all necessary actions related thereto.

ATTACHMENTS:

RFP 23-43 Tabulation of Proposals
RFP 23-43 Recommendation of Award
2023 Audit Engagement Letter – City of Winter Haven
2023 Audit Engagement Letter – Winter Haven CRA
Addendum to Engagement Letters

RFP-23-43
September 15, 2023
City of Winter Haven
Tabulation of Proposals

Auditing Services - 3 Year Contract

Firms submitting proposals:

CliftonLarsonAllen LLP - Sebring, FL

Mauldin & Jenkins, LLC - Bradenton, FL

Purvis, Gray and Company, LLP - Ocala, FL

Prepared by: Bethany Owen

Date: October 3, 2023

WINTER HAVEN
The Chain of Lakes City
Office of Procurement

October 3, 2023

To: All firms submitting proposals

Subject: Recommendation of Award

Attention proposing firms:

The City of Winter Haven's Auditor Selection Committee for RFP-23-43 Auditing Services 3-Year Contract, has short-listed and ranked the responding firms in the following order, with the #1 ranked firm, Mauldin & Jenkins, being recommended for award:

1 – Mauldin & Jenkins, LLC – Bradenton, FL
2 – CliftonLarsonAllen LLP – Winter Haven, FL
3 – Purvis, Gray and Company, LLP – Ocala, FL

The above rankings will be submitted to the City Commission for their consideration of award.

Thank you for your interest in working with the City of Winter Haven.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
Procurement Manager

P.O. Box 2277 ♦ 500 Third St., NW ♦ Winter Haven, FL 33883-2277
Telephone 863.298.5556 ♦ Fax: 863.297-3027 ♦ www.mywinterhaven.com
City of Winter Haven founded 1911.

MAULDIN & JENKINS
CPAs & ADVISORS

October 23, 2023

The Honorable Mayor and Members of the City Commission
and City Manager
City of Winter Haven, Florida
451 Third Street, Northwest
Winter Haven, Florida 33881

Attention: T. Michael Stavres, ICMA-CM, City Manager and Colleen J. Scott, CPA, CGFO, CPM, Chief Financial Officer

We are pleased to confirm our understanding of the services we are to provide for the City of Winter Haven, Florida (the "City") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Winter Haven, Florida as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund, Community Redevelopment Agency Fund, and Airport Fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions.
4. Schedule of Investment Returns.
5. Schedule of Changes in the City's Total OPEB Liability and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal and/or State Awards, as applicable.
2. Combining and individual fund statements and schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section.
2. Statistical section.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or on each major state project in accordance with the Florida State Single Audit Act and the *Department of Financial Services* State Projects Compliance Supplement, as applicable.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit
We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Winter Haven, Florida's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform

Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant

assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the City will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the City in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The City is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other
We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports no later than March 20, 2024. Daniel R. Anderson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $92,500 for the year ended September 30, 2023. If Single Audits are necessary (either federal or state) an additional $5,000 will be applied per major program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses

and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Commission for the City of Winter Haven, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Winter Haven, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Daniel R. Anderson, CPA, Partner

RESPONSE:
This letter correctly sets forth the understanding of the City of Winter Haven, Florida.

Management Signature:_____

Title:_____

Governance Signature:_____

Title:_____

MAULDIN & JENKINS
CPAs & ADVISORS

October 23, 2023

Board of Directors and
Executive Director
Winter Haven Community Redevelopment Agency
451 Third Street, Northwest
Winter Haven, Florida 33881

Attention: T. Michael Stavres, ICMA-CM, City Manager and Colleen J. Scott, CPA, CGFO, CPM, Chief Financial Officer

We are pleased to confirm our understanding of the services we are to provide the Winter Haven Community Redevelopment Agency (the "CRA") for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the governmental activities and major fund, and the disclosures, which collectively comprise the basic financial statements of the CRA as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the CRA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the CRA's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements
We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the CRA and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our

responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance
As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the CRA's compliance with provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements
Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report.

With regard to an exempt offering document with which Mauldin & Jenkins, LLC is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins, LLC is not involved with the contents of such offering document. In the event that Mauldin & Jenkins, LLC is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins, LLC will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge the CRA will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the CRA in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The CRA is solely responsible for maintaining its own data and records. In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the CRA's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the CRA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely

manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as possible and to issue our reports by March 20, 2024. Daniel R. Anderson, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fees for these services are included in the City's annual audit engagement letter. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third-party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our audit of the CRA's financial statements. Our report will be addressed to Board of Directors and Executive Director of the CRA. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the CRA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the CRA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Daniel R. Anderson, CPA

RESPONSE:
This letter correctly sets forth the understanding of the Winter Haven Community Redevelopment Agency.

Management signature:_____

Title:_____

Governance signature:_____

Title:_____

Addendum to Engagement Letter

This **Addendum to Engagement Letter** is intended by the parties, the City of Winter Haven, Florida ("City"), the Winter Haven Community Redevelopment Agency ("CRA") and Mauldin & Jenkins, LLC ("Vendor") to be a supplement and addendum to the series of engagement letters dated October 23, 2023.

1. 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.

2. Governing Law; Venue.

The parties agree that the engagement letters and resulting contractual agreements are to be governed by the laws of the State of Florida. Venue for any litigation arising in connection with the engagement letters shall lie exclusively in the Florida state

court system operating in Polk County, Florida which, as of the date of the engagement letters, consists of the County Court in and for Polk County, Florida and the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida.

3. Appropriations Contingency; Invoices; Payments.

The City and CRA's obligation to tender payment to the Vendor is expressly subject to annual appropriation by the City Commission of the City of Winter Haven and the Board of Commissioners of the Winter Haven Community Redevelopment Agency and availability of funds. Invoices for services shall be sent to: City of Winter Haven, P.O. Box 2277, Winter Haven, Florida 33883-227, or emailed to finance-AP@mywinterhaven.com. Payments for invoices rendered shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

Accepted and Agreed to this 23rd day of October, 2023.

MAULDIN & JENKINS, LLC

_____
Authorized Signature
Title: _____

CITY OF WINTER HAVEN, FLORIDA

_____
Management Signature

WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY

_____
Management Signature

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 3, 2023

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: Authorization for Travel and Training

BACKGROUND:

In April 2011, the City Commission amended the City's Policy Relating to the Travel and Training Expenses for Both Officials, Employees, and City-Sponsored Boards and Committees. As part of the amended policy, any travel and training for the City Manager and City Commissioners must be presented to the City Commission for pre-authorization prior to attending a convention, conference or training program.

In accordance with the City Commission's Policy, authorization is requested for the following:

Event: 2023 Florida League of Cities Legislative Conference
Location: Orlando, FL
Dates: November 29 – December 1, 2023
Attendees: Mayor Pro Tem Nathaniel Birdsong
Commissioner Brian Yates
Commissioner Tracy Mercer
Expense: $300.00 registration (per attendee), plus hotel, per diem & mileage/tolls.

FINANCIAL IMPACT:

Expenses associated with the travel and training outlined above will be accounted for within the City Commission cost center.

RECOMMENDATION:

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

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 6, 2023

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
Mark W. Bombard, Water Department Assistant Director

SUBJECT: Award of ITB-23-49, Eagle Lake Potable Water Interconnect Project to B&B Underground Construction, Inc., (West Palm Beach, FL.)

BACKGROUND:

On August 16, 2023, the City advertised an Invitation to Bid (ITB-23-49) seeking qualified construction firms interested in construction of the Eagle Lake Winter Haven Potable Water Emergency Interconnect. A public bid opening was held September 20, 2023 with three responses ranging from $445,790 - $673,150 received. A Recommendation of Award to the lowest responsive, responsible bidder, B&B Underground, was posted September 25, 2023 with no protest received.

Interconnecting municipal potable water systems provides for water transfers between municipalities during water supply emergencies. Ultimately, the potable water interconnect facilities between the respective water systems will benefit both parties when emergency conditions arise.

FINANCIAL IMPACT:

B&B Underground Construction, Inc., provided the low bid of $445,790. The Eagle Lake Potable Water Interconnect is budgeted in Fiscal Year 2023 / 2024 with sufficient funds in account 402-08-301-6301. The project has a 180 day duration.

RECOMMENDATION:

Staff recommends the City Commission award ITB-23-49, Eagle Lake Potable Water Interconnect Project to B&B Underground Construction, Inc. in the amount of $445,790 and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS:

ITB-23-49 Bid Tabulation
ITB-23-49 Recommendation of Award
Location Map

ITB-23-49
September 20, 2023
City of Winter Haven
Tabulation of Bids

Items	Eagle Lake Interconnect	**Bidder No 1** B & B Underground West Palm Beach, FL **Total Cost**	**Bidder No 2** Cathcart Construction Winter Springs, FL **Total Cost**	**Bidder No 3** Close Construction Okeechobee, FL **Total Cost**
1-20	Eagle Lake Interconnect			
	Total Items 1-20:	$445,790	$572,077	$673,150

Prepared by: Bethany Owen

Date: September 25, 2023

WINTER HAVEN
The Chain of Lakes City
Office of Procurement

September 25, 2023

To: All firms submitting proposals

Subject: Recommendation of Award

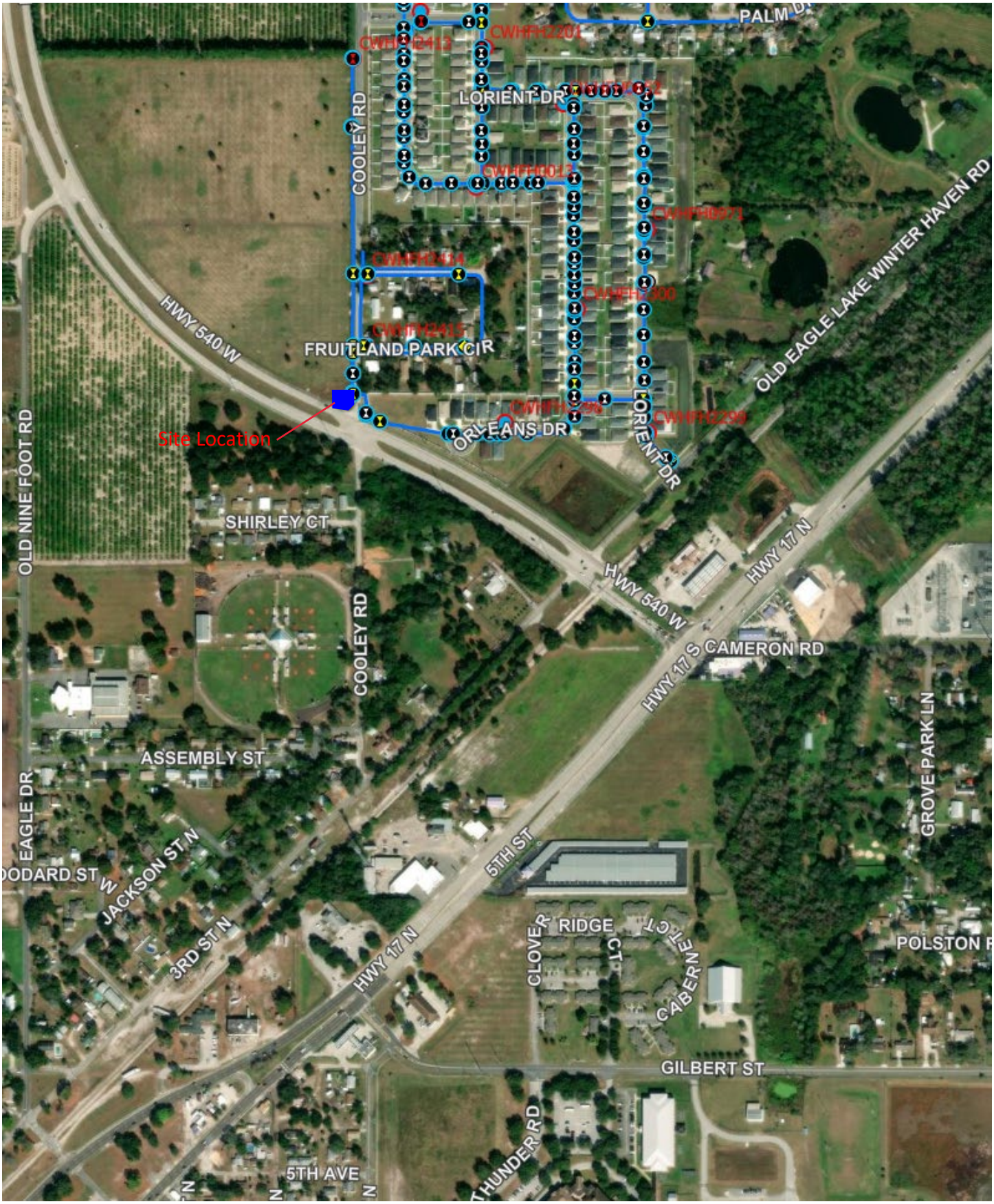
Dear Bidder:

City of Winter Haven staff has recommended the award of ITB-23-49, Eagle Lake Interconnect to B & B Underground Construction, Inc. as the lowest responsive / responsible bidder meeting all bid requirements.

If you have any questions, I can be reached via email at procurement@mywinterhaven.com or by telephone at 863.298.5556.

Sincerely,
CITY OF WINTER HAVEN
Bethany Owen
Bethany Owen
Procurement Manager

P.O. Box 2277 ♦ 500 Third St., NW ♦ Winter Haven, FL 33883-2277
Telephone 863.298.5556 ♦ Fax: 863.297-3027 ♦ www.mywinterhaven.com
City of Winter Haven founded 1911.



EAGLE LAKE-WINTER HAVEN EMERGENCY POTABLE WATER INTERCONNECT

LOCATION MAP

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 6, 2023

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
Mark W. Bombard, Water Department Assistant Director

SUBJECT: Sewer Lift Station #373 replacement pump, Xylem Water Solutions USA, Inc.

BACKGROUND:

One of the duplex pumps at sewer lift station #373 has failed due to water intrusion. The pump was removed and sent to our sole source provider, Xylem Water Solutions, for evaluation and repairs. After inspection it was determined that the repairs were not cost effective and the purchase of a replacement pump was recommended.

The City of Winter Haven has a sole source with Xylem Water Solutions USA, Inc. to provide repairs and replacement of lift station materials to include pumps and panels.

FINANCIAL IMPACT:

The cost for the replacement pump at Lift Station #373 is $55,356.14. Funds are budgeted in Fiscal Year 2023/2024 in account 402-08-323-4640.

RECOMMENDATION:

Staff recommends the City Commission approve the sole source purchase of Lift Station #373 replacement pump from Xylem Water Solutions USA, Inc., in the amount of $55,356.14 and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS:

Xylem Quote R2023-APO-0431, LS #373
Xylem Water Solutions-Flygt pumps-Sole Source certificate

Xylem Water Solutions USA, Inc.
Flygt Products

455 Harvest Time Drive
Sanford, FL 32771
Tel (407) 880-2900
Fax (407) 880-2962

September 29, 2023

CITY OF WINTER HAVEN
PO BOX 2277
WINTER HAVEN FL 33883-2277

Quote # R2023-APO-0431
Project Name: CITY OF WINTER HAVEN/ CARLOS L.
Job Name: LS#373
Contact:Carlos Lora
Phone:+1.863.291.5600
Email:clora@mywinterhaven.com
Work Order: WO-00226462

Product Identification

Product Number: 00-32021801671 Serial Number: 3202.180-0660007

Repair/Service Requirements and remarks

Pump completely flooded in water, possibly through cable being cut at entry and seal had come apart. Resulting in stator having a blow out.

TAG#21294

Qty	Part Number	Description	Disc.%	Unit Price	Extended Price
6	83 53 17	CLAMP,TERMINAL	9.50	$ 58.00	$ 314.94
3	83 53 49	CONNECTION,CROSS	9.50	$ 12.00	$ 32.58
1	83 53 50	PARTITION	9.50	$ 6.80	$ 6.15
2	83 53 54	SUPPORT,END	9.50	$ 9.90	$ 17.92
3	83 53 58	CLAMP,TERMINAL	9.50	$ 12.00	$ 32.58
2	84 18 06	GROMMET,NBR 35ID 52OD 28L	9.50	$ 58.00	$ 104.98
1	607 11 01	STATOR,30-24-4A 460VD	9.50	$ 8,196.00	$ 7,417.38
1	607 93 02	JACKET,COOLING STEEL	9.50	$ 885.00	$ 800.92
1	607 95 01	JACKET,COOLING 316	9.50	$ 4,387.00	$ 3,970.24
1	607 96 00	HOLDER,BEARING ALUM	9.50	$ 501.00	$ 453.40
1	650 51 00	CABLE UNIT	9.50	$ 131.00	$ 118.56
1	657 17 03	KIT,REPAIR BASIC 3202.180	9.50	$ 7,587.00	$ 6,866.23

Qty	Part Number	Description	Disc.%	Unit Price	Extended Price
1	663 04 00	SENSOR,LEVEL FLS-10	9.50	$ 447.00	$ 404.54
1	769 31 27	KIT,IMPELLER N HT CODE 468 HC	9.50	$ 10,056.00	$ 9,100.68
1	800 45 00	LEAD-THROUGH UNIT	9.50	$ 91.00	$ 82.36
1	809 13 00	DIFFUSER,FLOW STEEL COATED	9.50	$ 256.00	$ 231.68
1	846 53 00	VOLUTE,HT 4" UVF FV DVB CI	9.50	$ 12,239.00	$ 11,076.30
16	14-69 00 03A	LABOR,SVC FLYGT,NO TAX Z4-TP MODELS: 3000,7000,8000	0.00	$ 140.00	$ 2,240.00
1	14-69 00 21D	ENV FEE >50HP TP ENVIRONMENTAL FEE	0.00	$ 110.00	$ 110.00
1	14-69 00 24B	SHOP SUPPLIES-LARGE PUMPS TP MISC SHOP SUPPLIES FOR REPAIR	0.00	$ 105.00	$ 105.00
		TAG#21294 Price			**$ 43,486.43**

3202.468 REPLACEMENT PUMP QUOTE FOR LS#373/REF REPAIR QUOTE#R2023-APO-0431/WO#226462/TAG#21294

Qty	Part Number	Description	Disc.%	Unit Price	Extended Price
1	3202.185-2524	Flygt Model NP-3202.185 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1750 RPM motor, 468 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	9.50	$ 61,167.00	$ 55,356.14
		3202.468 REPLACEMENT PUMP QUOTE FOR LS#373/REF REPAIR QUOTE#R2023-APO-0431/WO#226462/TAG #21294 Price			**$ 55,356.14**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Sincerely,

David Moffitt
Inside Sales Associate

david.moffitt@xylem.com

Customer Approval

Complete and sign this Approval and return to Xylem Water Solutions USA, Inc with, or in place of, your Purchase Order

I authorize Xylem Water Solutions USA, Inc to proceed for the amount shown above. ☐ Repair ☐ Replacement

Customer Name: _____ Date: _____

Customer Signature: _____ PO #: _____

Ship To: ☐ Will Pick Up ☐ Deliver ☐ Ship To

Ship/Delivery Address: _____

_____

_____

_____

Bill To: _____

_____

_____

_____

Taxable: ☐ Yes ☐ No

Tax Exemption Certificate must be on file or tax will be applied to the invoice.

WINTER HAVEN
The Chain of Lakes City

Office of Procurement

SOLE SOURCE

CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Procurement Officer for consideration.

Items or services required: Purchase, repairs & service of Flygt products

Name of company considered a Sole Source: Xylem Water Solutions USA, Inc

List the conditions and circumstances that require this to be a Sole Source purchase. Be specific:

Xylem Water Solutions is the only authorized vendor for Flygt products and is the only authorized service repair and warranty organization in the State of Florida. Flygt products are currently used in the City's lift stations and wastewater plants.

Proper documentation for verification of Sole Source must be attached.

Department Director's signature: [signature] **Date requested:** 7/20/23

****

Procurement action/findings: APPROVED

Procurement Officer's signatu: Bethany Owen 7/23/2023 **Date:**

Per Florida Statute 838.22(2) It is unlawful for a public servant, with "corrupt intent" to obtain a benefit for any person or to cause unlawful harm to another to circumvent a competitive bidding process required by law or rule by using a sole-source contract for commodities or services.

FLYGT
a xylem brand

Xylem Water Solutions USA, Inc
455 Harvest Time Drive Sanford, FL 32771
Phone: 407-880-2900 • Fax: 407-880-2962

July 17, 2023

To: City of Winter Haven
Attn: Carlos Lora

Please be advised that Xylem Water Solutions USA, Inc. is the only authorized vendor for *Flygt Products and is the only authorized service repair and warranty organization in the State of Florida; (East of the Apalachicola River). Their staff is properly trained to provide you the best service available.

Thank you for your interest in Flygt Products. Do not hesitate to call me if you have any questions.

Stephen Toolsie
Florida Service Manager
455 Harvest Time Drive
Sanford, FL 32771
407-553-4148

*Flygt Products include submersible pumps, mixers, valves, Syracuse safe hatch access covers, controls and well washer.

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 5, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Julie Adams, Director - Parks, Recreation & Culture Department
Steve Pruitt, Parks, & Grounds Superintendent

SUBJECT: Request 6 Year Lease for Turf Tank Pro Robotic Athletic Field Line Painter

---

BACKGROUND:

This unit is a GPS Robotic Line Marking painter that will play a vital role in assisting the Athletic Field Division in painting athletic fields for diamond sports, football, and soccer. This equipment is designed to paint athletic field lines through GPS technology requiring only limited staff involvement. Once the GPS Unit is set in the desired area, the unit will paint the desired area without staff assistance. This technology will increase efficiency allowing staff to perform other duties while the Robotic Painter lines the desired athletic fields. The GPS Robot Painter will provide better consistency and increase staff efficiency allowing for additional assignments to be completed.

This unit is capable of painting logos for athletic and/or special events spaces, marking grass parking spaces, and it is programmed to paint over 1,000 different types of athletic sporting events. The Turf Tank Pro Line Painter will reduce staffing requirements for athletic field painting from 4 to 1 staff member. Only one staff member would be required to activate the GPS Unit to initiate the line painter. This will enable staff to focus on other detail items at sites while the unit is painting the field.

The Turf Tank Pro Athletic Field line painter is a GPS Robotic Line Painter. The Turf Tank Pro Package includes: Continuous software updates, ability to customize logos, $3,000 paint allotment (Annually), 24/7 customer support, Paint System Service Kit, 4 paint containers, customized Robot wrapping, and 2 maintenance & training visits per year.

FINANCIAL IMPACT:

The Turf Tank GPS Athletic Field Line Painter would be purchased VIA Sole Source. The contract holder, Intelligent Marking USA, Inc. dba Turf Tank, 33330 Cobb Parkway

NW, Suite 324-380, Acworth, Ga. 30101 Contact is Sales Representative, Colton Steele, Tampa, Fl. 217.710.5382.

The total cost for the Turf Tank GPS Line Marking Robot is $97,700.00

Year	Rental Payment	Installation Fee (1 time fee)	Total Cost
1	**$16,000.00**	**$1,700.00**	**$17,700.00**
2	**$16,000.00**	**N/A**	**$16,000.00**
3	**$16,000.00**	**N/A**	**$16,000.00**
4	**$16,000.00**	**N/A**	**$16,000.00**
5	**$16,000.00**	**N/A**	**$16,000.00**
6	**$16,000.00**	**N/A**	**$16,000.00**
Total			**$97,700.00**

The annual rental cost for the Turf Tank GPS Line Marking Robot is budgeted in Athletic Fields line item #4401 Rental & Leases

RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager to execute the Sub-Rental agreement for the 6 year term for the Turf Tank Pro Robotic Line Painter.

ATTACHMENT:

Procurement documentation Turf Tank Pro Painter

WINTER HAVEN
The Chain of Lakes City

Office of Procurement

SOLE SOURCE

CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Procurement Manager for consideration.

Items or services required: Autonomous robot painter requiring only one employee set up activate, & monitor during painting application. Employee(s) can perform other duties while robot paints. Package includes $3k paint allowance, 24/7 support & pro-maint. package. Will increase efficiency & reduce staff req'd to paint fields from 4 to 1.

Name of company considered a Sole Source: Intelligent Marking USA, Inc. dba Turf Tank

List the conditions and circumstances that require this to be a Sole Source purchase. Be specific:
Turf Tank is only ION robot painter w/ on-site base station & own satellite that directly connects w/ painter. Eliminates reliance on a 3rd party network provider, celll or WiFi connectivity to operate. Is the only 4 wheel unit which provides better stability & accuracy when painting.

Proper documentation for verification of Sole Source must be attached.

Department Director's signature: _____ **Date requested:** 9/12/2023

****

Procurement action/findings: Approved

Procurement Manager's signature: _____ **Date:** 9/13/2023

Per Florida Statute 838.22(2) It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services.

DocuSign Envelope ID: CFF5C1FF-C8D3-45B3-8C25-993D702654BB

TURF TANK®
WWW.TURFTANK.COM

1/1/2021

To whom it may concern –

Please accept this letter as our assurance and validation that:

Sole Source Statement:

Turf Tank is the exclusive sole distributor in North America for the Intelligent One Field Marking Robot manufactured by Intelligent Marking. In addition, this product is considered a "sole source" provided product in that only the ION Robot incorporates the integration of an on-site ground base station, eliminating the reliance of a 3rd party network provider to operate. Additionally, this product is designed as a 4-wheeled autonomous GPS robot, creating the highest level of accuracy and stability for the consumer.

Additionally, Turf Tank is the sole source of providing the warranty, service, support and upgrades which is built into the Customer Care Plan that is billed annually to the customer.

Sincerely,

DocuSigned by:
Jason Aldridge
A082DD8A9C2B493...

Jason Aldridge

President of U.S. Operations
Turf Tank
877-396-4094 (Office)
Jason@TurfTank.com | www.TurfTank.com

TURF TANK TURF TANK™ **Sub-Rental Agreement**

CUSTOMER					
Company Name			Country		Phone Number
City of Winter Haven Parks and Recreation			United States		
Billing Address	City		State	Zip	Rental Order Requisition Number
PO Box 2277	Winter Haven		FL	33883	6698292012
PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.)	City		State	Zip	Send Invoice to Attention of:
210 Cypress Gardens Blvd	Winter Haven		FL	33880	

EQUIPMENT INFORMATION						
Equipment Description	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A If Necessary)	New	Used
Turf Tank TWO Robot	PRO		1	GPS Line Marking Robot	☑	☐
					☐	☐

PAYMENT INFORMATION										
Payment Frequency			Number of Payments		Rental Payment		Applicable Sales Tax		Total Rental Payment	
Quarter	Annual	Other								
☐	☑		6	+	$16,000	+		=	$96,000	
☐	☐			+		+		=		
☐	☐			+		+		=		

Currency	USD
Term (Months)	72
Total Payment Term	$97,700

Installation Fee	+	$1,700
1st period Payment (After Install)	+	$16,000
Other	+	
Total Payment Enclosed	=	$17,700

TERMS AND CONDITIONS

1. Sub-Rental Agreement: City of Winter Haven I (name of Customer) (the "Customer" or "You") agree to rent from us (the "Sub-lessor") the equipment listed above and, on any schedule, attached to this Sub-Rental Agreement (the "Equipment"). Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment (see Section 2 below). The Owner has prior to this Sub-Rental Agreement rented the Equipment to the Sub-lessor on a separate rental agreement under which the Sub-lessor is entitled to sublease the Equipment on the Terms and Conditions stipulated in this Sub-Rental Agreement. This Sub-Rental Agreement is effective on the date that it is accepted and signed by us, and the term of this Sub-Rental Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. This agreement shall automatically renew for a term of twelve (12) months (an "Extended Term") unless either party notifies the other party that it wishes to terminate the agreement at least thirty (30) days prior to the expiration of the original term, and thirty (30) days prior to the expiration of any Extended Term. With each additional term, the existing warranty will remain in effect, and the parties agree that the payment hereunder shall be increased by three percent (3%) during each Extended Term. Payments are due upon receipt of invoices issued by Sub-lessor. If the Equipment is delivered prior to the Commencement Date, you agree to pay a prorated amount calculated as a per day rate utilizing the monthly amount hereunder divided by thirty (30). Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. In addition to rental payments, Customer agrees to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment, unless Customer is exempt from paying such taxes and charges by law. Any such applicable charges will be reflected on invoices issued by Sub-lessor.

2. Title: The Owner, Turf Tank ApS, a Danish private limited company validly incorporated under the laws of Denmark with company registration no. 36722436 and its registered address at Lansen 15 DK9230 Svenstrup J, has full and unconditional title to the Equipment. If this Sub-Rental Agreement is deemed to be a security agreement, you grant Sub-lessor – and ultimately the Owner – a security interest in the Equipment and any proceeds therefrom. By signing this Agreement, Customer authorizes Sub-lessor to sign and file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance, Warranties and Data Access: Sub-lessor hereby transfers to you any manufacturer warranties provided to us and/or the Owner. Said warranty coverage is set forth on Appendix B to this Agreement. Aside from items covered by the warranty, Customer is required at Customer's cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Rental Payments include the cost of maintenance and/or service provided by a third party, Customer agrees that neither Sub-lessor nor the Owner are responsible to provide the maintenance or service and Customer will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact Customer's obligation to pay all the Rental Payments when due. Customer hereby acknowledges and consents to the acquisition by Sub-Lessor of certain data utilized to operate the equipment. Customer agrees that Sub-Lessor may access such data and Sub-Lessor agrees that it will keep all such data strictly confidential and that it will only be used to maintain, repair, or service the Equipment.

4. Assignment: Customer agrees not to transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Sub-Rental Agreement without Sub-lessor's prior written consent. Customer agrees that Sub-lessor may sell, assign, or transfer this Sub-Rental Agreement and the new owner of this Agreement shall have the same rights and benefits Sub-lessor now has and shall not be required to perform any of Sub-lessor's obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.

5. Risk of Loss: Customer is responsible for all risks of loss or damage to the Equipment and if any loss occurs, Customer shall be required to satisfy all of its obligations under this Sub-Rental Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment, and you will reimburse us and/or the Owner and defend us and/or The Owner against any such claims.

6. End of Sub-Rental Agreement: At the end of the rental term, Customer shall return to Sub-lessor or the Owner, as directed by Sub-lessor, the Equipment in good working condition at Customer's cost.

7. Default and Remedies: Customer shall be deemed in default on this Sub-Rental Agreement if: a) you fail to pay a Rental Payment or any other amount when due; or b) you breach any other obligation under this Sub-Rental Agreement or any other (Rental or Sub-Rental) Agreement with us. If you are in default, we may: a) declare the entire balance of unpaid Rental Payments for the full term under the Sub-Rental Agreement immediately due and payable to us; b) sue you for and receive the total amount due under the Sub-Rental Agreement plus the Equipment's anticipated end of Sub-Rental Agreement fair market value the ("Residual") with future Rental Payments and the Residual discounted to the date or default at the lesser of (i) per annum rate equivalent to that of U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Sub-Rental Agreement, all as reasonably determined by us, or (ii) 3%, plus reasonable collection and legal cost; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of this Sub-Rental Agreement. If the Equipment is returned or repossessed, Sub-lessor shall take reasonable steps to mitigate losses caused by Customer's default. Such steps may include the sale or re-rent of the Equipment, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. Customer shall remain liable for any deficiency with any excess being retained by Sub-lessor.

8. Default by the Sub-lessor – subrogation by the Owner: Should the Sub-lessor default on the rental agreement with the Owner of the Equipment, you accept that the Owner will have the right to subrogate into the Sub-lessor's legal position under this Sub-Rental Agreement and thus become a party (the new lessor) to this Sub-Rental Agreement assuming the same rights and obligations under the Sub-Rental Agreement as the Sub-lessor prior to its default. The Owner will give you a prompt notice of the Sub-lessor's default and that any and all payments pending or due under this Sub-Rental Agreement by you at the time of the Sub-lessor's default can only be made in full discharge to the Owner of the Equipment.

9. Attorney Fees and Miscellaneous: Customer agrees that this Sub-Rental Agreement is a "Finance Lease" as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Owner and agree that you may have rights under this contract with the Owner and you may contact the Owner for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Sub-Rental Agreement was made in Georgia (GA), is to be performed in FL and shall be governed in accordance with the laws of FL. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. Customer agrees that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location or a location under the control of Customer, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the term of this Sub-Rental Agreement. You agree that a facsimile or electronic mail copy of this Sub-Rental Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Sub-Rental Agreement. In the event that legal action is required due to a breach of this Agreement, the parties hereby agree that the prevailing party in such action shall be entitled to an award of reasonable attorney fees and costs associated with the same

CUSTOMER GUARANTY & SIGNATURE

☐ You agree that this is a non-cancellable Sub-Rental Agreement.

Full Legal Name | Title | Date | Signature

LESSEE ACCEPTANCE

Full Legal Name | Title | Date | Signature

SUB-LESSOR

TURF TANK

Turf Tank, 3330 Cobb Parkway NW, Suite 324-380, Acworth, GA 30101, USA.

Rental Agreement Commencement | Rental Agreement Number | Date | Accepted by

TURF TANK®

Turf Tank Warranty

Component List - **Warranty parts**

Parts	Basic	Plus	Pro
Control Unit	√	√	√
Front Console	√	√	√
Harness	√	√	√
Rover	√	√	√
Base Station	√	√	√
Tablet	√	√	√
Robot Chassis	√	√	√
Wheel Motors	√	√	√
Battery Box	√	√	√
Main Breaker 30 amp			√
Actuator			√
Safety Bumper - Front			√
Safety Bumper - Rear			√

Above Warranty does not cover breakdowns and general repairs directly caused by the owner/operator neglect, accidental damage, abuse or misuse, including inadequate cleaning and improper storage.

All components are only covered in year 1 of the warranty, coverage of components in followings years shown in above table.

- Basic warranty depending on subscription duration
- Plus warranty depending on subscription duration
- Pro warranty depending on subscription duration

Turf Tank Service Agreement

Service Component List - **Wear and tear parts**

Parts	Basic	Plus	Pro
Solenoid			√
Pump			√
Suction rod			√
Hoses			√
Deflector			√
Disc			√
Wheels			√
Robot Battery			√
Courtesy robot (If necessary)			√

Basic & Plus Service Agreement: No service components covered

Basic & Plus Service Agreement: All extra wear and tear parts listed above will have 20% discount to listed price within 30 days of install date. Labor costs for changing the components will not be covered by the service agreement.

Pro Service Agreement: Customer will receive 1 "Service Kit" in the start of the subscription and will also receive 1 "Service Kit" listed below one time per year. Labor costs for changing the components will be covered.

Service Kit: Includes 1-Solenoid, 1-Pump, 1- Suction rod assembly, 1- tubing set. Available for seperate puchase as well at discounted rate.

Intelligent Marking USA, Inc. dba Turf Tank

8790 F Street, Suite 830, Omaha, NE 68127
Phone: 877-396-4094| billing@turftank.com

BUSINESS CONTACT INFORMATION

Company Name			
DBA (if different)			
Invoice/AP Contact			
Invoice/AP Phone	Fax	Invoice/AP Email	
Address			
City		State	ZIP Code
Are you sales tax exempt? _____Yes _____No		Tax Exempt#	send copy to rachel.lindsey@turftank.com
Purchase order Required? ____Yes (Please attach) ____No Purchase Order Number: _____			
Payment Options			
ACH Payment or Credit Card (Preferred Payment Method)	_____ Yes _____ No *Option available via emailed invoice.*		*If ACH/CC is selected, you will be automatically enrolled in recurring auto payments after the first payment unless you opt out. Opt Out: _____ Yes _____ No
Check	_____ Yes _____ No		*Send checks to address provided above*

1. All invoices are to be paid 30 days from the date of the invoice.
2. If tax exempt certificate required sent to rachel.lindsey@turftank.com

Signature: _____

Printed Name: _____

Date: _____

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 5, 2023

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Brittany Hart, Public Works Department Director

FROM: Dustin Everitt, Natural Resources Manager
Andy Palmer, Parks Planning & Strategic Initiatives Manager

SUBJECT: Award of RFQ-23-41: Design-Build Services for South Lake Howard Nature Park Expansion to Whitehead Construction (Winter Haven, FL)

BACKGROUND:

A Request for Qualifications (RFQ-23-41) was posted July 25, 2023 seeking proposals from qualified Design-Build firms interested in providing design and construction services for the City's South Lake Howard Nature Park Expansion Project with a submittal deadline of August 28, 2023. The City received two responses.

On October 5, 2023, the City's Professional Services Committee (PSC) met and reviewed the responding firms' submittals. The submittals were then ranked in order of preference after evaluating both firms' statements of qualifications and performance data on file. The Committee chose to forego presentations/interviewers and selected the top-rated firm for the Award of design-build services.

The following rankings resulted:

1 – Whitehead Construction, Winter Haven FL
2 – Collage Design and Construction Group, Inc., Lake Mary FL

A recommendation of award to the top firm was posted October 8, 2023, with a 3-day protest period ending October 11, 2023. No protest was received.

FINANCIAL IMPACT:

The City has approximately $1.3 million available for the project, with some of the funding covered by recreational and conservation grants.

RECOMMENDATION:

Staff recommends the City Commission approve the award of RFQ-23-41 Design-Build Services for the South Lake Howard Nature Park Expansion Project to Whitehead Construction and authorize the City Manager to negotiate Design-Build services. An agreement and design scope will be presented to the City Commission for consideration at an upcoming meeting.

ATTACHMENTS:

RFQ-23-41 Bid Tabulation Sheet
Recommendation of Award Shortlist
Whitehead Construction Proposal

RFQ-23-41
August 28, 2023
City of Winter Haven
Tabulation of Proposals

Design Build Services for
South Lake Howard Nature Park Exp

Firms submitting proposals:

Collage Design and Construction Group, Inc. - Lake Mary, FL
In association with:
GAI Consultants

Everett Whitehead & Son, Inc. dba Whitehead Construction - Winter Haven, FL
In association with:
The Lunz Group
CarterKaye Engineering
Catalyst Design Group

Prepared by: Bethany Owen

Date: October 8, 2023

WINTER HAVEN
THE CHAIN OF LAKES CITY

October 8, 2023

To: All firms submitting proposals

Subject: Recommendation of Award

Attention proposing firms:

The City of Winter Haven's Professional Services Committee for RFQ-23-41, Design Build Services – South Lake Howard Nature Park Expansion, has short-listed and ranked the responding firms in the following order, with the #1 ranked firm, Everett Whitehead & Son, Inc. dba Whitehead Construction, being recommended for award:

1 – Whitehead Construction – Winter Haven, FL
2 – Collage Design & Construction Group – Lake Mary, FL

The above rankings will be submitted to the City Commission for their consideration of award.

Thank you for your interest in working with the City of Winter Haven.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
Procurement Manager

P.O. Box 2277 ♦ 500 Third St., NW ♦ Winter Haven, FL 33883-2277
Telephone 863.298.5556 ♦ Fax: 863.297-3027 ♦ www.mywinterhaven.com
City of Winter Haven founded 1911.

DESIGN BUILD SERVICES FOR:

SOUTH LAKE HOWARD NATURE PARK EXPANSION

RFQ-23-41



WINTER HAVEN
The Chain of Lakes City

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

THE LUNZ GROUP

CARTER|KAYE ENGINEERING

Catalyst DESIGN GROUP

SUBMITTED BY:
WHITEHEAD CONSTRUCTION

RFQ-23-41 Submittal Cover Page

AUGUST 28, 2023
Date

EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION
Name of Company


Authorized Signature

E. RYAN WHITEHEAD — PRESIDENT
Printed Name — Title/Position

601 6th ST SW
Physical Address

WINTER HAVEN — FL — 33880
City — State — Zip

RYAN@WHITEHEADCONSTRUCTION.COM
Email address

(863) 293-6473 / (863) 299-2879
Telephone Number / Fax Number

Received Addenda #'s 0

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

THE LUNZ GROUP

CARTER/KAYE ENGINEERING

CATALYST DESIGN GROUP

Key Team members and addresses of principal office:

BRADLEY LUNZ, Principal Architect — 40 WEST CENTRAL AVENUE, #350, WINTER HAVEN, FL 33881

KIRSS KAY, Principal Engineer — 137 5TH ST NW, WINTER HAVEN, FL 33880

BRUCE HALL, Principal Landscape Architect — 941 W. MORSE BOULEVARD, #100, WINTER PARK, FL 32789

5.1.1

City of Winter Haven
Financial Services Department
551 3rd St. NW
Winter Haven, FL 33881

RE: RFQ-23-41: Design-Build Services for South Lake Howard Nature Park Expansion

Whitehead Construction has assembled a highly qualified team of Design and Construction Professionals with Community Parks and Facilities expertise to provide The City of Winter Haven with the **Design-Build Team** that has an unsurpassed knowledge of the area. Our team has been organized to provide the following KEY benefits:

- Whitehead Construction will contract directly with The City of Winter Haven and then hire and lead the Design-Build Team of industry experts.
- NO LEARNING CURVE – All team members have completed multiple City projects with remarkable success and previously partnered with one another on numerous projects in our community.

5.1.2 Team Overview/Florida Professionals:

Whitehead Construction (General Contractor)

General Contractor currently operating under 3rd generation leadership in Winter Haven with a focus on Design-Build Projects.
Key Personnel: Ryan Whitehead (***License #: CBC1251320***), Wayne Mullen (***License #: CGC1506376***), and Terry Pittman.

Carter & Kaye Engineering (Engineer)

A solution-oriented civil/environmental engineering firm with experience in hundreds of public infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than $500 million.
Key Personnel: Kriss Kaye (***License #: PE50607***), Carter David (***License #: PE31915***), Robert Dubois (Pennoni – *Principal Surveyor), and Michael Joyce (Pennoni – Senior Technical Specialist)*

Catalyst (Landscape Architect)

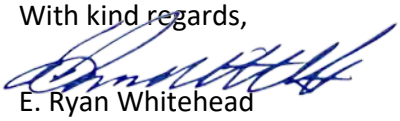
Catalyst Design Group is an innovative, multidisciplinary firm with combined expertise in planning, civil engineering, and landscape architecture. Our project approach equally blends these three disciplines, resulting in our ability to deliver creative solutions to complex development and construction challenges
Key Personnel: Bruce Hall, PLA, ASLA **(*License #: LA0001367*),** Jay Hood, PLA, ASLA **(*License #: LA0001277*)** and Bobby Ellis (*Ellis Turf Services – Field Specialist*)

The Lunz Group (Architect)

The Lunz Group is a full-service architectural firm with offices throughout the Central Florida region, providing professional services including architectural design, interior design, master planning, programming, and visualization. Edward Lunz established the firm in 1987 in Lakeland, Florida. Today, our firm continues to grow and innovate by creating a distinct, client-centered experience focused on delivering the best of our institution's talents, solutions, and processes. With Extensive Fire Station and Public Safety Experience, our team is composed of experts in all things Fire Station design, our team strives to deliver designs that achieve the highest levels of quality.
Key Personnel
Bradley T. Lunz, (**License #: AR94778**)

Our team of experts and professionals are truly and uniquely dedicated to working hand in hand with The City of Winter Haven to deliver a first-class design-build project. After all, we will work and live here long after the projects are complete! We look forward to the opportunity to further present our team's qualifications to be your Design-Builder for the South Lake Howard Nature Park Expansion project.

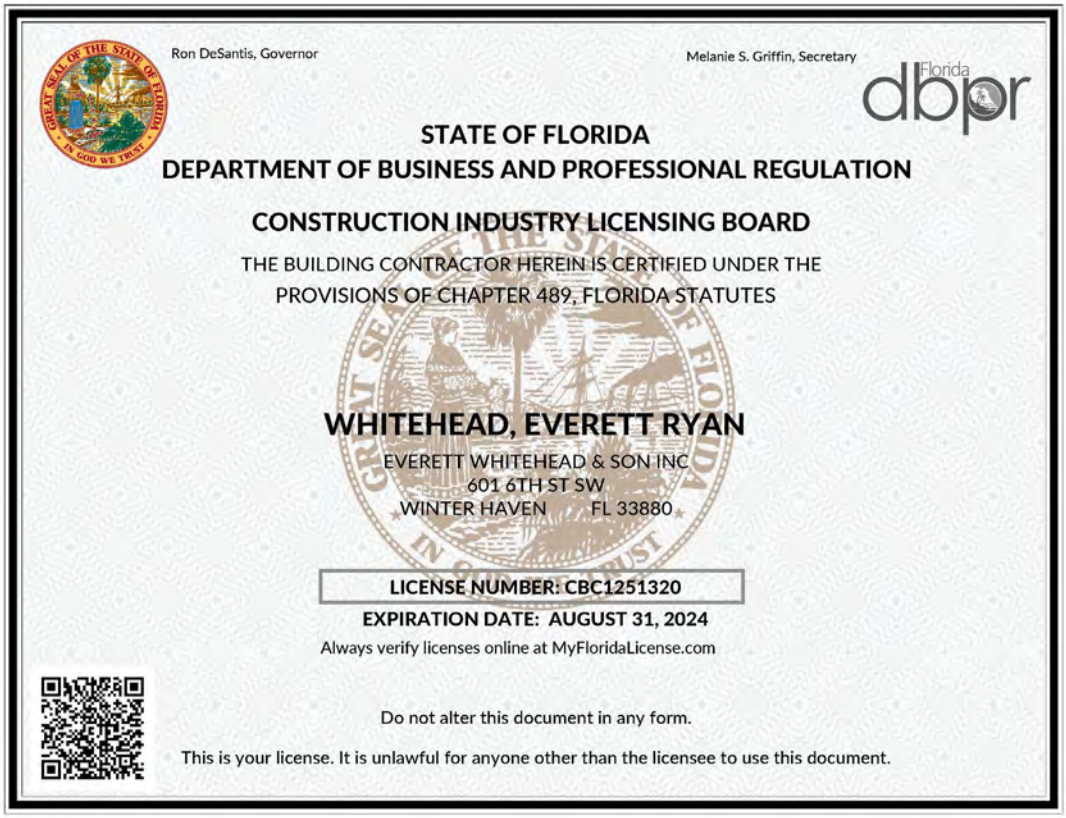
With kind regards,



E. Ryan Whitehead
President

5.1.2 Whitehead Construction Key Personnel Licenses

E. Ryan Whitehead, President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WHITEHEAD, EVERETT RYAN

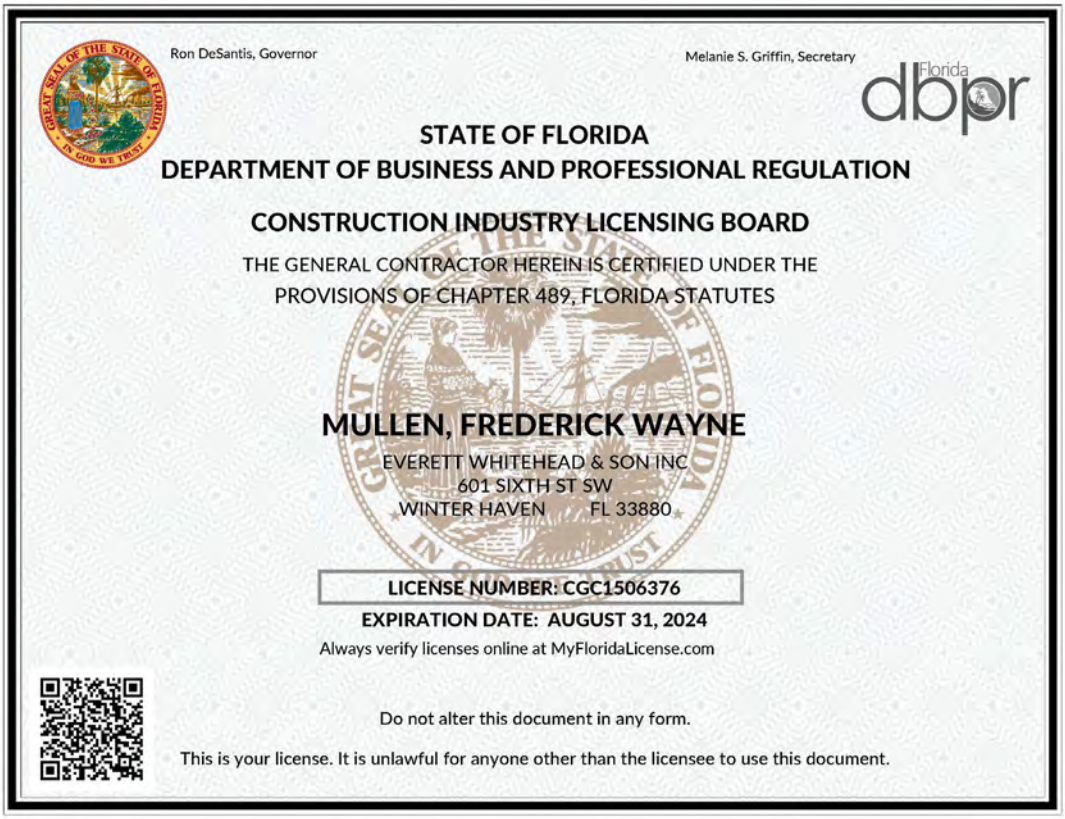
EVERETT WHITEHEAD & SON INC
601 6TH ST SW
WINTER HAVEN FL 33880

LICENSE NUMBER: CBC1251320
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Frederick Wayne Mullen, Project Manager



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MULLEN, FREDERICK WAYNE

EVERETT WHITEHEAD & SON INC
601 SIXTH ST SW
WINTER HAVEN FL 33880

LICENSE NUMBER: CGC1506376
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Note: See Appendix for additional *independent* licensure of key TEAM members.

5.2 EXPERIENCE AND QUALIFICATIONS



Project Owner
City of Winter Haven, FL
Reference Information
T. Michael Stavres CPM, CPRP
Deputy City Manager
(863) 291-5600
mstavres@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$3,177,000
Final Construction Cost
$3,200,000
Timeline | Completion Date
170 Days | 2012
Architect & Engineer
C&K Architects|Interiors, Inc.
Carter|Kaye Engineering

Description: Turnkey development of an entire city block, including demolition for a new 3-story, 267-space precast parking garage. The façade of the garage was designed to match the character of the surrounding downtown district.



Project Owner
City of Winter Haven, FL
Reference Information
T. Michael Stavres CPM, CPRP
Deputy City Manager
(863) 291-5600
mstavres@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$1,722,000
Final Construction Cost
$1,663,000
Timeline | Completion Date
160 days | 2020
Architect & Engineer
Team Pain
Pennoni

Description: Construction of a new 16,000sf skate park including both a street course and flow bowl, along with the demolition and renovation of the adjacent Lake Silver Amphitheater and parking lot.



Project Owner
City of Winter Haven, FL
Reference Information
T. Michael Stavres CPM, CPRP
Deputy City Manager
(863) 291-5600
mstavres@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$2,509,000
Final Construction Cost
$2,123,000
Timeline | Completion Date
200 days | 2018
Architect & Engineer
The Lunz Group
Pennoni

Description: Construction of a new tennis center for the City of Winter Haven including a new pro shop/clubhouse with second floor viewing area, (8ea) new clay tennis courts, (4) pickle ball courts, (1ea) 10 and under asphalt court and pre-engineered shade structure.

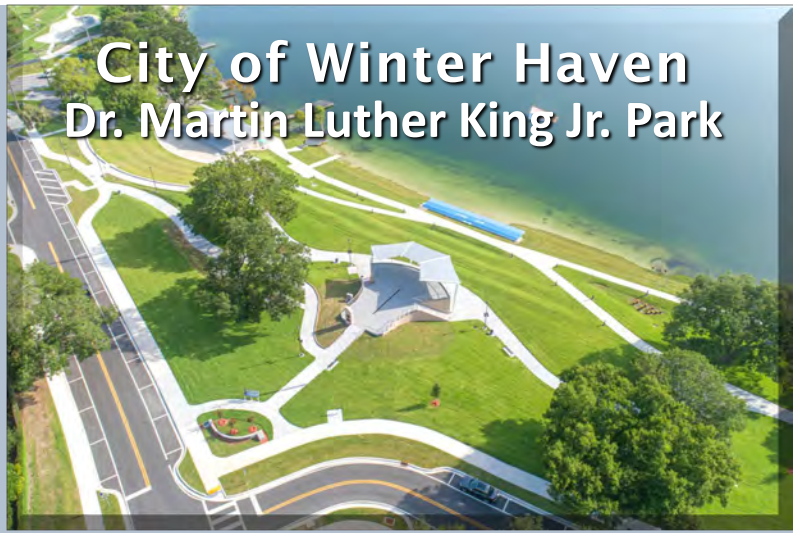
5.2 EXPERIENCE AND QUALIFICATIONS

Project Owner
City of Winter Haven
Reference Information
Andy Palmer, CPRE
Recreation Superintendent
(863) 291-5600
apalmer@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$410,000
Final Construction Cost
$705,000
Completion Date
2009 & 2011
Architect & Engineer & Dock Designer
City of Winter Haven Technical Services Division
Larry Gohn Marine Construction



Description: Lake Maude Nature Park features: a parking lot, two picnic pavilions, concrete walking paths throughout the park, restrooms, fishing piers/bridge, and other enhancements for the wetland area surrounding Lake Maude Nature Park.

Project Owner
City of Winter Haven, FL
Reference Information
Andy Palmer, CPRE
Recreation Superintendent
(863) 291-5600
apalmer@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$1,490,000
Final Construction Cost
$1,590,000 +/-
Completion Date
February 2022
Architect & Engineer
Straughn Trout Associates
Carter|Kaye Engineering



Description: A revitalization design-build that continues the work previously at the Skate Park and Amphitheater on Lake Silver. The community of Winter Haven will enjoy a monument to Dr. King, new landscaping, an overlook platform with concessions and restroom facilities, a shoreline stage for ski tournaments and shows.

Project Owner
City of Winter Haven, FL
Reference Information
Andy Palmer, CPRE
Recreation Superintendent
(863) 291-5600
apalmer@mywinterhaven.com
Role of Firm/Individual
General Contractor (D/B)
Original Construction Budget
$2,900,000
Final Construction Cost
$2,900,000 +/-
Completion Date
Spring 2022
Architect & Engineer
The Lunz Group - Architect
Carter|Kaye Engineering



Description: This design-build project renovated the 5 existing baseball fields in the 6-acre park. Improvements consisted of the replacement of all dugouts, bullpens, scoreboards, fencing, LED lighting, corrections regarding the stormwater and drainage issues of the complex, and a trail system that connects to Lake Shipp Park. This project will benefit the community, for many generations to come.



BVL Library Cyber Patio

KISSIMMEE, FL

PROJECT DESCRIPTION

Osceola County brought the our team onboard in 2021 to provide architectural design and engineering services for the BVL Library Cyber Patio. The Lunz Group designed a 250 square foot covered porch that included data and power sources for electronic devices.

During the COVID-19 pandemic, outdoor spaces were in high demand in multiple communities. The BVL Library saw the need for an outdoor space option, thus The BVL Cyber Patio came into existence. This area provides visitors a change of scenery at the library. Visitors have the opportunity to enjoy an outdoor seating option to work, study, and use electronic devices outside.

ROLE Architectural Design

SIZE 250 SF

COST $ 540,000.00

PROJECT REPRESENTATIVE
Conrad Ballance,
Facilities Management,
Osceola County Board
of Commissioners
1 Courthouse Square
Suite 2300, Kissimmee,
FL 34741
p. 407.742.0525
conrad.ballance@
osceola.org

COMPLETION
2022

FIRM RESPONSIBILITY
Prime Architect of
Record

CHANGE ORDERS/VALUE
N/A



Polk Nature Discovery Center

LAKELAND, FL

PROJECT DESCRIPTION

The new Environmental Education Center is a joint project of Southwest Florida Water Management District and the Polk County Natural resources Department. Composed of Four (4) buildings, the complex provides multiple activities for the public. The project was designed in the style of "Old Florida" and located in a pristine 1,200 acre nature preserve. Traffic flow, varied uses and multiple age groups are all accommodated in this accessible, natural setting.

ROLE Architectural Design

SIZE 12,000 SF

COST Withheld

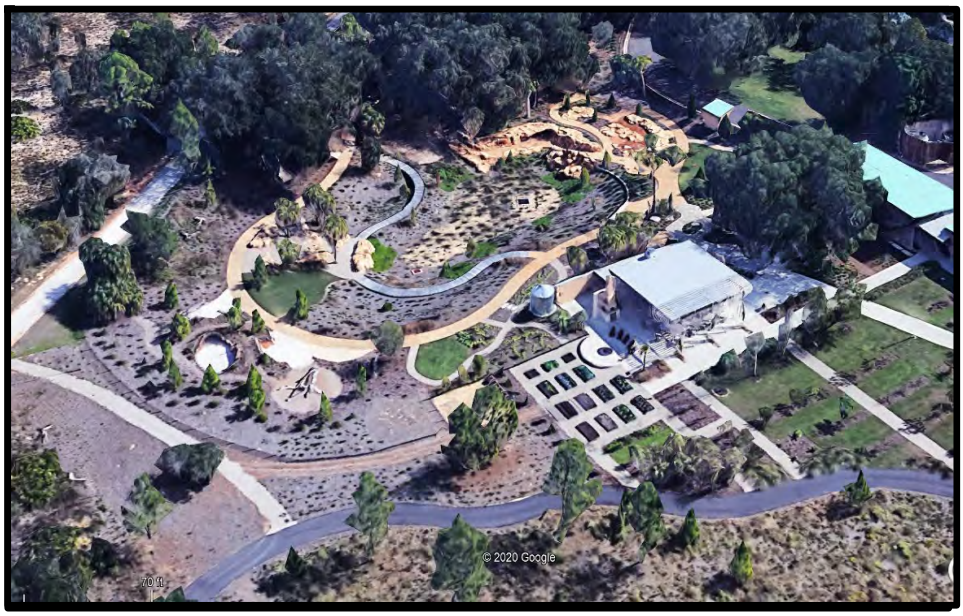
PROJECT REPRESENTATIVE
David Peach
Polk County Facilities Management
(p) 863.534.5523
(e) davidpeach@polk-county.net

COMPLETION
2008

FIRM RESPONSIBILITY
Prime Architect of Record

CHANGE ORDERS/VALUE
N/A

Bok Tower Gardens Artificial Wetland/Manmade Lake



Project Owner:
Bok Tower Foundation, Inc.
Reference Information:
Mr. Christopher Lutton
(863) 632-2487 (mobile)
former Dir. Facilities

Role of Firm/Individual(s):
Kriss Kaye, PE, Engineer of Record
Original Construction Budget
$9 million
Final Construction Cost:
$15 million
Completion Date: 2017

Description:
Bok Tower Gardens (a National Historic Landmark originally designed by Frederick Law Olmstead Jr.) conducted its largest expansion in 90 years over a 40+/- acres area. The EOR's engineering work included The new wetland, lake and bog area provides visitors with an immersive natural learning experience. The lake was lined with an EPDM liner to provide 400,000 gallons of surface water habitat and ecosystem.

Awards:
-ACEC/FES Engineering Excellence Grand Award
-ASCE Engineering Project of the Year
-American Planning Association Outstanding Contribution Award

Winter Lake Stormwater Treatment Train Design



Project Owner
Kemp Properties, Inc.
Reference Information
Mr. Adam Kemp –
(863) 291-5600 (office)
Role of Firm/Individual
Kriss Kaye, PE, Engineer of Record

Original Construction Budget
$9 million
Final Construction Cost
$9+/- million
Completion Date: 2023

Description:
This system design was required to reduce pollutants to pre-development conditions, reducing the pollutant loads by 98 percent. This design included a treatment train approach consisting of reducing the DCIA, a development outfall to a pretreatment system of retention, which cascades into a permanent pool design. The permanent pool provides residence time using a wet detention system which outfalls to a side-bank filtration system prior to discharging from the site to the Lake Howard Drainage Basin.

Lake Conine Wetland Nature Park



Project Owner:
City of Winter Haven
Reference Information:
Mr. Andy Palmer
(863) 327-5931

Role of Firm/Individual(s):
Kriss Kaye, PE, Engineer of Record
Original Construction Budget
$900k (Phase 1 surcharge only)
Final Construction Cost:
$900k (Phase 1 surcharge only)
Completion Date: 2024

Description:
Engineer of Record for Winter Haven's 34-acre park. The new park stormwater system was designed with a pollutant reduction system which reduced the phosphorus concentrations by an estimated 80 percent. The site elements include: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area. During the design it was realized there were mucky soils under the area of the proposed park improvements. As a result, the team devised a plan to surcharge the site to consolidate the underlying soft soil it stabilize the material and create a more solid foundation for the final park improvements.

Lake Maude Recreational Complex



Project Owner
City of Winter Haven
Reference Information
Mr. Travis Edwards –
Leisure Services' Director
(863) 291-5600 (office)
Role of Firm/Individual
Kriss Kaye, PE, Engineer of Record

Original Construction Budget
$3 million
Final Construction Cost
$3.5+/- million
Completion Date: 2019

Description:
26-acre recreational improvement project included game fields, concession, restrooms, fields/facilities for local football practice and games, picnic areas, and a trail system that interconnects with the adjacent Lake Maude Nature Park Trail. To confirm the community's desires and determine what additional facilities should be incorporated, a publicly vetted programming and master planning process was conducted. Engineering assistance included permitting and various designs, i.e. layouts, lighting, entrances, parking, potable water distribution, sanitary sewer collection and transmission/lift station, site stormwater management, irrigation, landscaping and erosion control.

COMPARABLE PROJECTS | COMPLETED BY PROPOSED TEAM



LAKE CONINE STORMWATER PARK
Winter Haven, Florida
A 34-acre passive and interpretive park designed around a proposed stormwater treatment facility for the City of Winter Haven. Through a design charrette process, the team integrated various elements into the site (which included open water and wooded areas) to deliver a recreational and educational amenity for the surrounding neighborhoods. Elements included: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area.

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating)
Construction Cost (Original/Final) | $1.9 million / N/A
Construction Completion Date | February 2021
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com



CITY OF WINTER HAVEN - DR. MARTIN LUTHER KING, JR. PARK
Winter Haven, Florida
Located on the shore of Lake Silver, this renovation project was designed to improve the existing interpretive features for Dr. King and enhance the park's facilities. Project features a new monument sign, interpretive panels, "quote spots" throughout the park, ADA accessibility and a new restroom/ concession building with an overlook deck for guests to watch water skiing tournaments.

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating, Construction Documents, Construction Phase Services)
Construction Cost (Original/Final) | N/A / $1.6 million
Construction Completion Date | January 2022* (est)
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com



CHAIN OF LAKES PARK MASTER PLAN
Winter Haven, Florida
Provided the 2016-2017 initial master planning for the City of Winter Haven's Chain of Lakes Park. The project features the addition of a 60,000-square-foot fieldhouse, an upgraded theater and recreation building, aquatics center renovation, and an overall new design for the existing open space areas of this lakefront park. The new open space facilities include four collegiate baseball fields; a large "commons;" two multipurpose fields; two multipurpose/ event parking fields; and a waterfront promenade that features a restaurant, amphitheater, playground and docks for visiting boats and seaplanes. *Catalyst is currently updating the master plan with the City in order to accommodate changes to the site due to the construction of the fieldhouse and surrounding parking.*

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating)
Construction Cost (Original/Final) | $40 million / N/A
Construction Completion Date | N/A (MP update complete Dec. 2021)
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com

Projects completed by proposed Catalyst staff while under previous employment

COMPARABLE PROJECTS | CONTINUED



CITY OF WINTER HAVEN - LAKE HOWARD STORMWATER PARK
Winter Haven, Florida
Expansion to the existing stormwater park, encompassing 28 acres. The project, as part of the overall master plan, included a backup/secondary stormwater treatment system and expansion to the trail system. Master plan included: 1,000+ feet of boardwalks; the creation of a wetland marsh; settlement ponds and diverter structures; indoor/outdoor classrooms; a bat house; expanded parking; a roundabout; lake overlook picnic pavilions; exercise stations; and a dock on Lake Howard for lake maintenance staff.

Role | Landscape Architect (Master Planning, Public Involvement)
Construction Cost (Original/Final) | $2.8 million / N/A
Construction Completion Date | N/A
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com



CITY OF MIAMI - BRITTANY BAY PARK
Miami, Florida
The park, situated along 1,000 feet of the Biscayne Bay waterway, was designed to meet the City of Miami Beach's desire to address sea level rise and a failing seawall. Project included a waterside promenade and "living shoreline" environment between the existing seawall and the new seawall. A floating deck also spans the created environment. Park design improves pedestrian circulation, and includes 10 exercise stations along the walkway, flexible open spaces, and landscape enhancements.

Role | Landscape Architect (Master Planning, Construction Documents)
Construction Cost (Original/Final) | N/A / $1.8 million
Construction Completion Date | 2021
Owner | City of Miami Beach



CITY OF AUBURNDALE - PILAKLAKAHA (PK) AVENUE STREETSCAPE
Auburndale, Florida
The five-block streetscape project fundamentally changed the corridor from a flood-prone, high-speed arterial into a safe, sustainable, multimodal street. Design included a lane reduction from four lanes to two lanes, a multipurpose trail, on-street parking, enhanced pedestrian safety measures, and rain gardens along this 3,300-foot section of roadway (the roadway links residential neighborhoods to the City's historic downtown core). *Grand Award, American Council of Engineering Companies of Florida, 2019; Design Award, American Society of Landscape Architects, 2019.*

Role | Landscape Architect (Master Planning, Public Involvement, Cost Estimating, Construction Documents, Construction Phase Services)
Construction Cost (Original/Final) | $55,000 CDs (LA only) / $2.8 million
Construction Completion Date | June 2019
Owner | Jeff Tillman, City of Auburndale, FL, 863.965.5530, jtillman@auburndalefl.com

Projects completed by proposed Catalyst staff while under previous employment

COMPARABLE PROJECTS | CONTINUED



CITY OF LAKELAND PARKS AND RECREATION - SE7EN WETLANDS TRAILS
Lakeland, Florida
Se7en Wetlands is a 1,600 acre reclaimed phosphate mine which serves as a wetland treatment system that provides additional and final treatment of the City's wastewater. Filled with a diversity of wildlife, interpretive stations and boardwalks, the park and trail system have seen over 25,000 visitors in three years since its opening with only a few miles of trails available and has become a frequent destination for school groups. Project has won numerous awards from 2018-2020, with TBAEP, NAEP, FWEA, WWD, and FSAWWA.

Role | Landscape Architect (Master Planning, Public Involvement, Construction Documents, Cost Estimating)
Construction Cost (Original/Final) | $1.5 million / TBD
Construction Completion Date | Ongoing (Phase 4)
Owner | Pamela Page, City of Lakeland Dept. of Parks and Recreation, 863.834.6088, pamela.page@lakelandgov.net



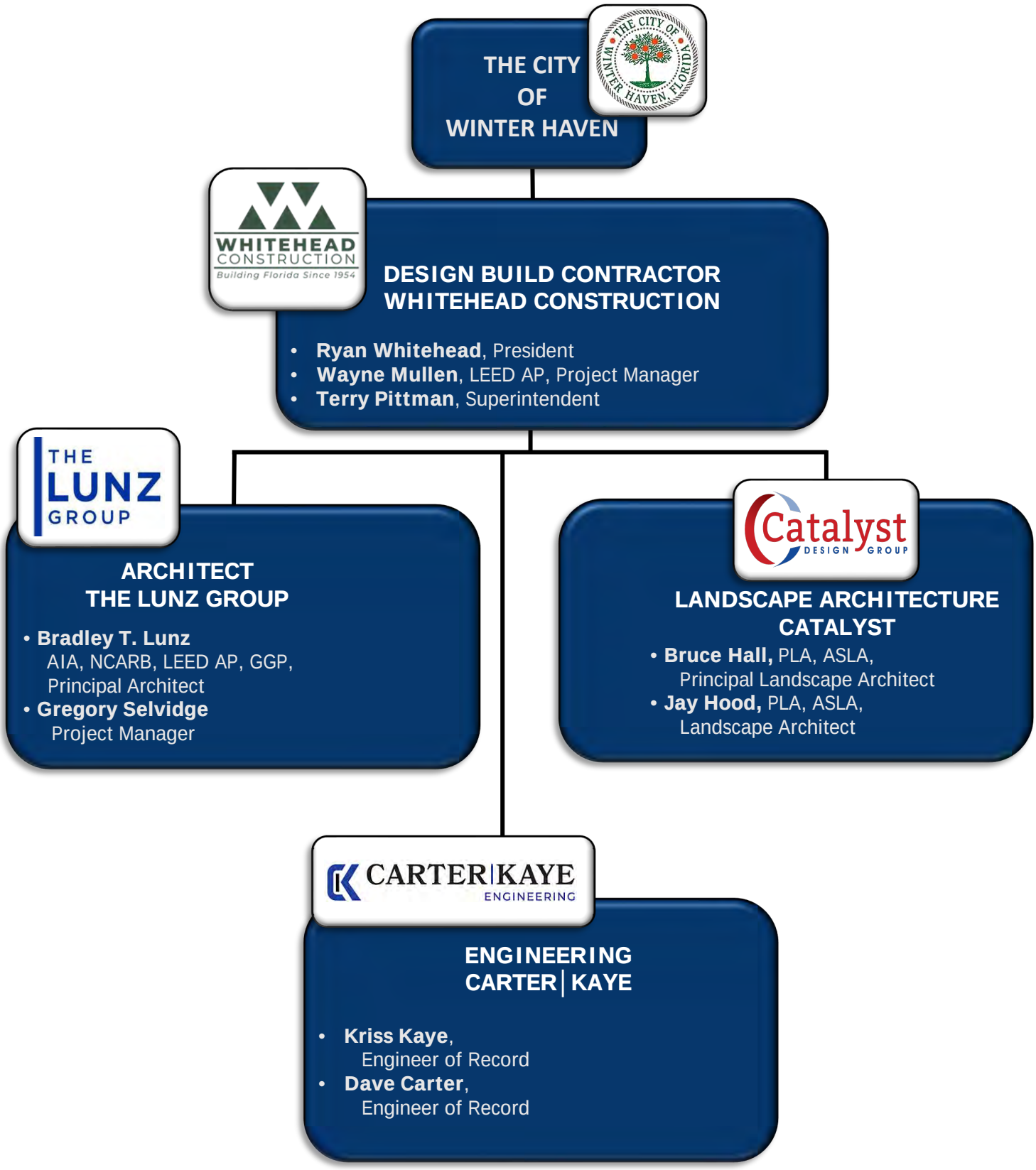
SOUTH CENTRAL PARK, STREETSCAPE AND TRAIL
Winter Haven, Florida
Located in downtown Winter Haven, the project encompassed a full city block and included two flexible plaza areas. These plaza areas were designed to serve as parking during the day and venues for concerts and events during the evenings and weekends. The project also included an extension of the Chain of Lakes Trail into the downtown environment which provided links to the multiple parks on the north end of downtown. *Project of the Year Award, Florida Engineering Society (FES), Ridge Chapter, 2019.*

Role | Landscape Architect (Master Planning, Construction Documents, Construction Phase Services)
Construction Cost (Original/Final) | N/A / $4.4 million
Construction Completion Date | Oct. 2018
Owner | T. Michael Stavres, City of Winter Haven, 863.291.5600, mstavres@mywinterhaven.com

Projects completed by proposed Catalyst staff while under previous employment

5.3.1

Organizational Chart



See Appendix for Resumes

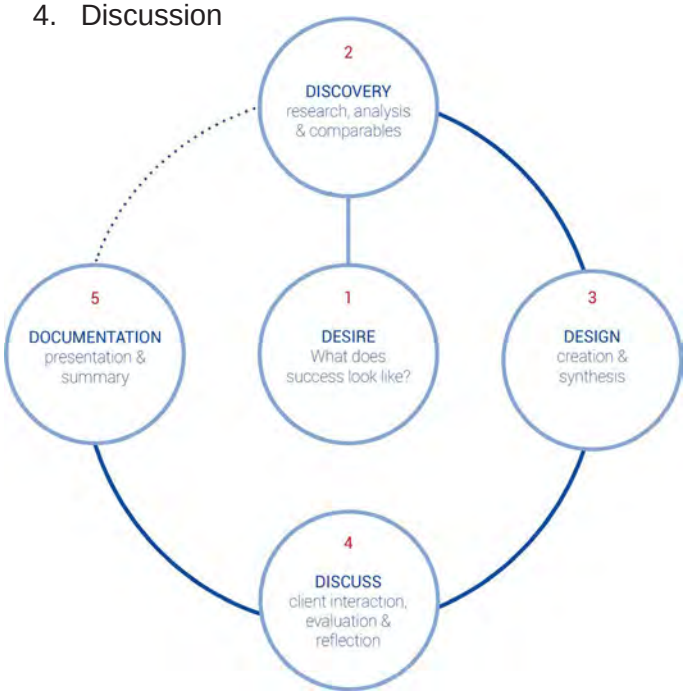
5.4.1

Our assembled team of professionals for this project share many years of working with one another and the successful planning, design, and construction of multiple active and passive recreational parks and civic facilities in the community. Our Whitehead Construction team members have worked together on Martin Luther King, Jr. Park, Lake Maude Park, and Fire Stations No. 3, 4, and 5. We have also individually have worked on additional projects within the Winter Haven community. As with other projects, our design team utilizes a proven project approach for delivering active and passive recreational facilities which facilitates the desires of City staff and key stakeholders through a collaborative "concept to construction" method; together, we will work to develop and implement a shared vision.

Known as the "5 Ds," the inclusive design process allows for thoughtful, creative design solutions grounded in community needs and context.

<u>The basic steps of our 5D Approach include:</u>

1. Desire
2. Discovery
3. Design
4. Discussion



I. DESIRE | CLIENT & USER NEEDS

During this first phase of the process, DESIRE, we "listen first" to fully understand your desires. We will ask the important question, "What does success look like for this project?" We will conduct a kickoff meeting with City staff and key stakeholders as we have on our previous projects to establish expectations and ideas for the project.

Our review topics will include:

- Project Overview
- Scope of Work
- Schedule
- Project Programming
- Phases of Implementation

From the RFQ, we understand that at a minimum, we address the following:

- Environmental Improvements
- Recreational Improvements
- Architectural Improvements
- Additional Connections & Offsite Improvements
- Public Involvement
- Surveying
- Infrastructure Improvements
- Fishing Pier
- Trailhead/Parking
- Accessible Playground & Theming
- Accessible Kayak Launching & Boating Facilities
- Expansion of the Existing Exercise Trail
- Disc Golf
- Nature Trail
- Site Amenities
- Low Maintenance/Florida Friendly Landscape

Following the kickoff meeting, the Whitehead Construction team will visit the project site with City staff and key stakeholders to expand on the discussions. During the site visit, opportunities and constraints observed will be discussed along with needs for any additional information.

2. DISCOVERY | RESEARCH, ANALYSIS & COMPARABLES

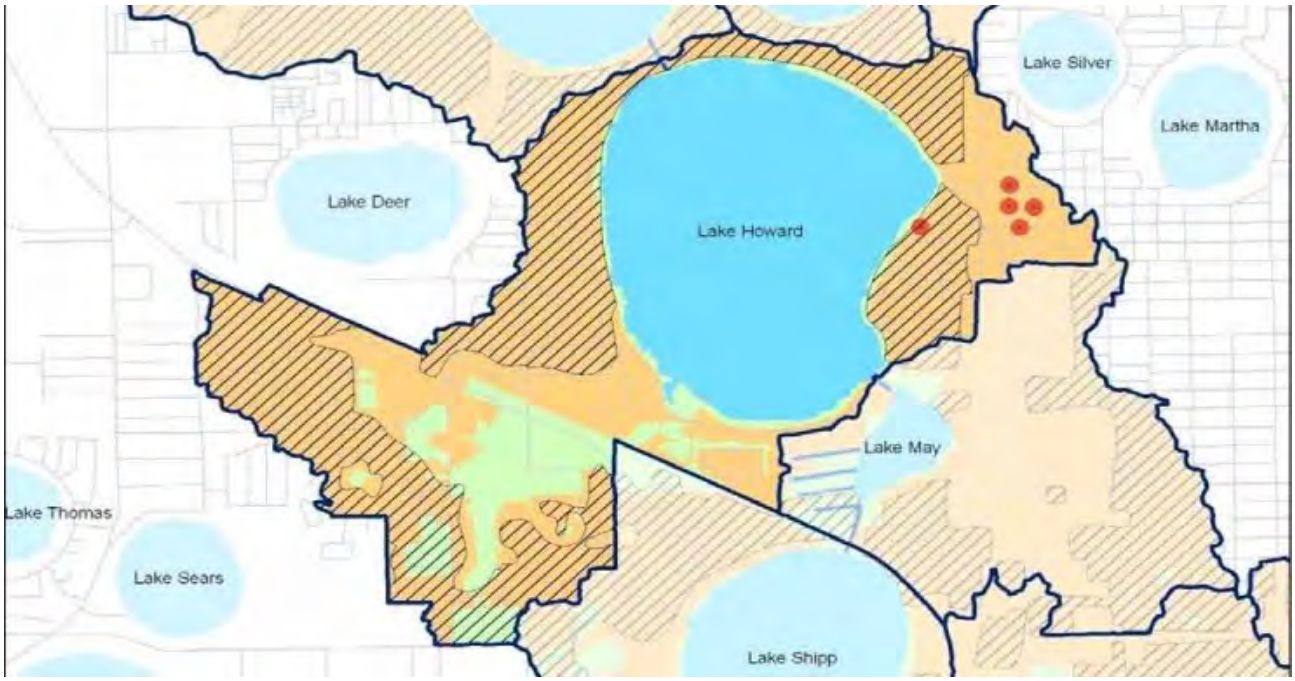
During the DISCOVERY phase, the project team will become more familiar with the site opportunities and constraints. We will reviewthe existing City permits and grant funding obligations, SWFWMD, FDEP and other agencies as applicable. We will also review available previously prepared construction drawings, drainage studies and reports, and any as-built documents. We will also review similar projects for opportunities to create a cost effective and unique experience for the users. Considering this is not only a park enhancement project but also a stormwater treatment improvement project, it will be important to utilize pollutant removal mechanisms, such as sedimentation, precipitation, sorption and biological. uptake

During this phase, it will be necessary to complete the project surveying as soon as possible in order to use it to prepare the base drawings for the 30% Construction Document Phase.







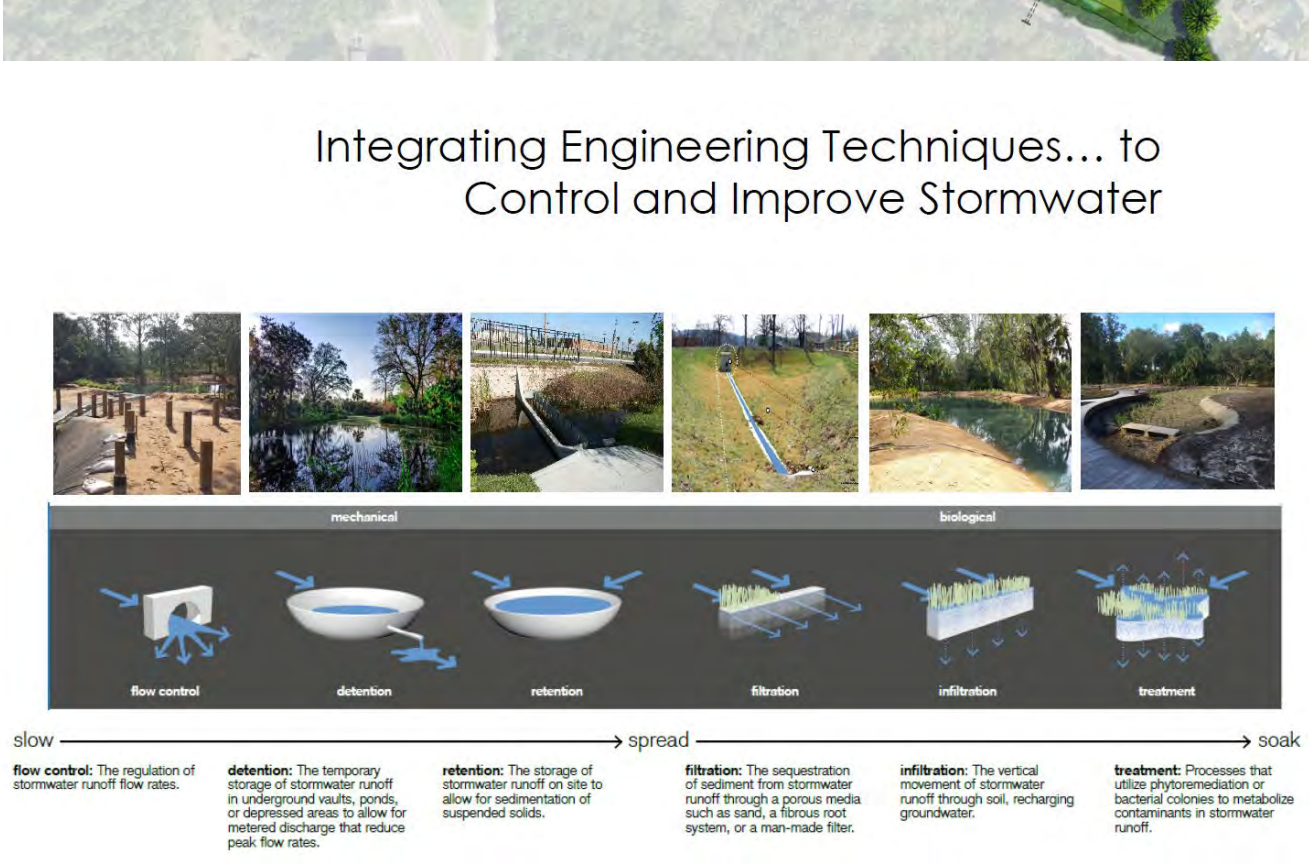


Source: PBSJ Water Quality Management Plan, Final December 2010

3. DESIGN | CREATION & SYNTHESIS

The DESIGN phase is informed by the findings from the Desire and Discovery phases, and this is the point where we will review the plan previously developed by Catalyst staff and we will bring the plan up to date with the present programming and design requirements. We will look to participate in a ½ day design charrette with City staff and design team members to quickly develop a conceptual design and achieve a design consensus. Following the charrette, we'll look to advance the design in preparation of the public involvement exercise.





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4. DISCUSSION INTERACTION & EVALUATION



The purpose of the DISCUSSION phase is to confirm the decisions made up to this point and continue to build consensus regarding the final conceptual design. During this phase, we will consolidate what we have heard from the City and review the project with the public to inform them about the project and to receive their input on the design and programming preferences.

Following the first public meeting, we will return to the design phase and update the design to reflect the input received and to develop estimates of probable construction costs. With the updated information in hand, and following review with City staff, we will participate in another presentation with the public to confirm with them that we "heard" them and that the final design is reflective of their desires.

5. DOCUMENTATION | SUMMARY, DELIVERABLES, & RECORDING

During DOCUMENTATION, we will develop the construction documents and project specifications based on public input and the approved conceptual design. We will begin with 30% construction documents and at the completion of the 60% construction documents, Whitehead Construction team will submit documents to the SWFWMD to begin the permitting phase. At the completion of the 90% construction document phase, we will begin City permitting in order to meet the City's schedule of construction beginning in the Spring of 2024.

The Whitehead Construction team's proven approach and experience will allow the City of Winter Haven to further enhance Lake Howard Park, the surrounding parkland, and facilities as a community asset. The proposed team has been fortunate to have been involved in the planning, design, permitting, and construction of stormwater passive parks and we understand the requirements of a successful park project.

We know from our experience "what works" and what doesn't, and that the keys to successful projects include:

- Clearly stated expectations
- Accessible local staff and team members for frequent communication and coordination
- Creative and timeless design
- Principled Design that includes function followed by form
- Recognition of maintenance and operations requirements
- Stakeholder and public support
- Collaborative design process
- Detailed scheduling and milestones
- Regular interim reviews and approvals
- Frequent review of estimated construction costs
- Clearly defined review and approval processes
- Thorough understanding of permitting requirements/processes
- Frequent construction review and coordination
- Commitment to quality, service, schedule and budget

General - With the above referenced 5 "D"s representing the basis of our design approach, our team will proactively look for opportunities to accomplish the following:

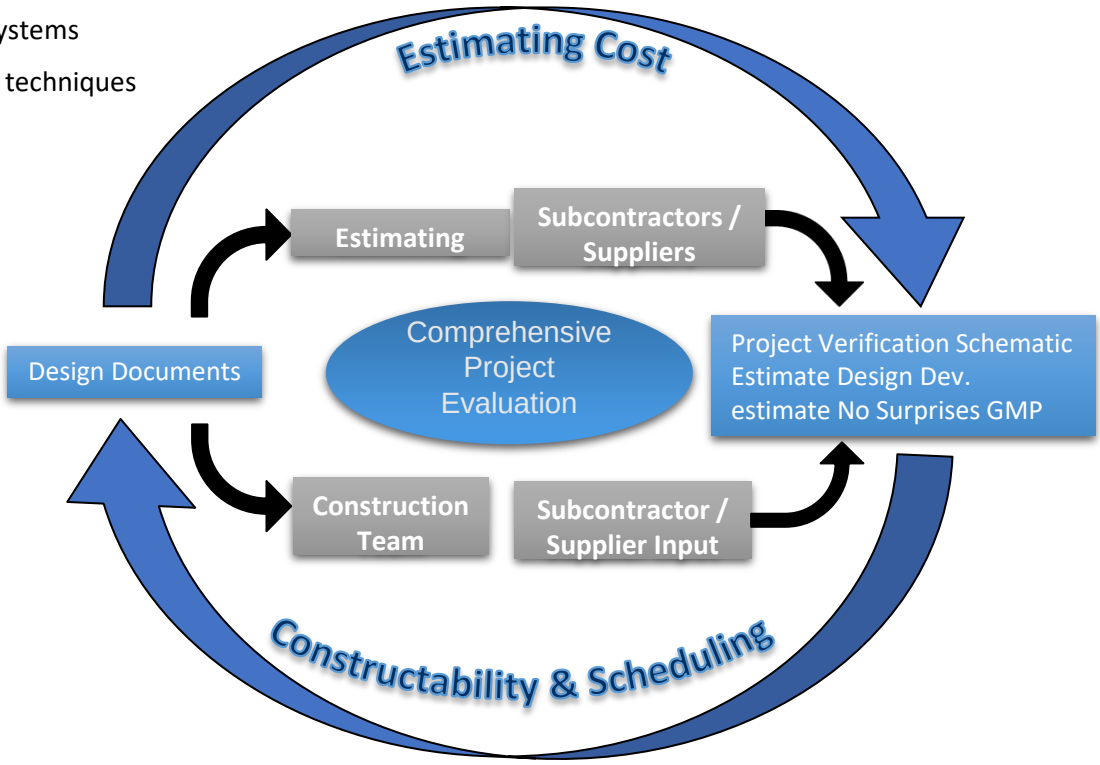
- Reduce the cost, shorten the schedule and improve the design of the facility.
- Ensure continuity of design intent and adherence to sustainable goals.
- Incorporate proven techniques and methodologies.
- Ensure the project meets all program requirements and the Owner's goals.
- Provide a facility that minimizes maintenance for the end-user.

Estimating – Whitehead Construction's approach to estimating will begin in the early preconstruction phase. This is the time for optimizing value while meeting the design requirements and staying within budget constraints. This Design-Build team has extensive knowledge and experience in successfully accomplishing the objective of cost control from design through construction.

At various stages of the design, estimates will be prepared to determine if costs are in line with budget. Potential cost issues will be identified as early as possible and the team will work to mitigate the impact through the use of alternate design solutions, value engineering, etc.

Pre-Construction Phase

- Detailed estimate at every stage of design
- Evaluation building systems
- Analyze construction techniques
- Project analysis
- Value engineering
- Optimize budget
- Cost comparison
- No Surprise GMP



Scheduling – All schedules are prepared "in-house" by Whitehead Construction's own project staff. Outside consultants are never required or used for scheduling. Whitehead Construction uses and provides computer-generated schedules on all of its projects. These schedules include all phases of the project from preconstruction and design through construction, project closeout, and warranty phases. The latest version of Primavera Sure Trak Project Manager is utilized to develop, maintain, and update project schedules at all stages of construction. Sure Trak Software is used to schedule and track progress in the field on a daily basis.

Whitehead Construction utilizes subcontractor input throughout the project to ensure the accuracy of scheduled durations and logic for various components of the work. During the bidding and pre-construction phase, pre-bid meetings are held to determine project durations, particularly on items that may be long-lead procurement.

Management - Assigning a knowledgeable operations team to manage this project is important. Various software programs will be implemented to assist the staff in managing the project, including Procore, which is a document control software used to track submittals, shop drawings, and RFI's, aid with cost control, and prepare meeting minutes. Several other tools are also used by our operations team such as material expediting and submittal schedules, which track material submittals, approval, fabrication, and delivery to ensure critical items are delivered when they are needed and don't impact the construction schedule. Purchasing schedules are also used to track the buy-out of the project and ensure the critical subcontractors such as site, civil, and MEP are contracted in a timely manner.

Dispute resolution – Our team will work together to create a simple method for dispute resolution. Essentially, problems are to be solved following a "chain of command" with a time frame for resolving the problem. Emphasis is placed on empowering employees at the working level to make decisions, resolve problems, and settle disputes. For example, first, the foreman will work with the electrician to solve a problem. If the problem is not resolved in 24 hours, it is escalated to the next level. At the second level, if the project superintendent and the electrician's supervisor cannot resolve the issue within the set time frame, then it moves up to the next level, and so on. This process continues, if necessary, up to the principals. Disputes are to be resolved by the most economical means available, keeping in mind the integrity of the project and the requirements of the contract documents. Time, money, and changes are all subject to the strict interpretations of the appropriate contract clauses.

Safety - On every project, Safety is of paramount importance. Whitehead has an excellent safety record and is committed to safety on our projects from beginning through completion and Owner occupancy. Along with our safety concerns for clients and staff, we are committed to providing the best possible working conditions for our employees. Our safety program will address safety issues for construction personnel, as well as the staff and the general public in proximity to the project. All subcontractors will be responsible for the administration and implementation of the Safety Program as it applies to their scope of work. Each subcontractor performing work on the project will be required to designate a safety & and health representative for the duration of their participation. Whitehead's Safety Program requires that all supervisors attend weekly safety meetings that address the current and future work activities. The Safety Manager will be responsible for conducting employee safety meetings. It is our position that safety is everyone's responsibility.

The Whitehead Construction Team is comprised of professionals with more than 67 years of experience in the planning, design, and construction of passive recreational and interpretive facilities in and around environmental lands such as the Lake Conine Nature Park's stormwater treatment wetland. Our team members have worked together on several recent Winter Haven and Polk County projects including Martin Luther King, Jr. Park, Lake Maude Park, Chain of Lakes Master Plan, Fire Station No. 3 Neighborhood Park, Sertoma Park, and each phase of Lakeland's Se7en Wetlands project. Our proven process for delivering active and passive recreational facilities will facilitate the desires of City Staff and Key Stakeholders through a collaborative "concept to construction" approach in which we will work together to develop and implement a shared project vision as we have in our previous projects with Winter Haven.

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Quality Control – Whitehead Construction quality control policy is built on over 67 years of experience in the construction industry. Our approach to quality control begins during the development of the design and specifications at which time we establish a proactive, job-specific Quality Control Program intended to catch problems with non-conforming work before they begin.

The key elements of this program are as follows:

- Careful review of the shop drawings & submittals to ensure full compliance with plans & specs.
- Review of the project specifications, codes and standards, instructions to bidders, and the Quality Control Program with the subcontractor's key personnel before starting work. This allows the project team to discuss the critical elements of construction, review the required codes and standards, and to clarify the requirements and expectations for quality, safety & schedule.
- Early procurement and installation of mock-ups and samples to ensure compliance with specifications and design intent and to allow modifications if required.
- Quality control testing of materials conducted and monitored to ensure compliance with the design specification requirements.
- Daily field inspections by our project superintendent to ensure the work is being performed in accordance with the specifications. The project manager also walks the project daily to review the progress and observe the quality of the work and make corrections as needed.
- Weekly safety meetings and composite jobsite cleanup crews contribute to a safe and clean site which results in a higher overall quality.
- Establish weekly quality meetings and tours of the project with key participants to review and approve the first installed samples of work or mock-ups.
- Inspection and acceptance testing of key systems for compliance with the specified codes and standards.
- Notation, correction and sign-off on conditions that do not meet established standards before the next inspection and while the subcontractor is still on site.
- Start-up and commissioning of all equipment and systems conducted by qualified firms or individuals in the presence of the Owner, users, designers, and construction manager.

Preliminary Design & Schedule

SCHEDULE

The RFQ has identified a very aggressive schedule which requires construction to begin during the spring of 2024. Our team's preliminary schedule is as follows:

Award of Contract	Fall 2023
Concept Plan & Public Involvement	Winter 2023
Final Plans	Spring 2024
Commencement of Construction	Spring 2024

Integrated into the RFQ's schedule, our preliminary schedule for the project is a 26 week schedule to get from Kickoff to Final Construction Documents. This is subject to refinement based on the public involvement desired and will be reviewed at the kickoff meeting.

Preliminary Design & Schedule (continued)

CONCEPTUAL PLAN (Fall & Winter 2023)

Project Kickoff Meeting & Site Visit	Week 1
Conceptual Design Update Charrette & Refinement	Weeks 1- 3
In Person or Virtual Review Meeting	Week 3 (end of week)
Public Involvement Meeting	Week 5
Draft Final Conceptual Master Plan	Week 6 - 8
Final In Person or Virtual Review Meeting	Week 9
Surveying	Weeks 1 - 6

Input received during the final review meeting will become the basis of the 30% Design Documents.

PLANS, SPECIFICATIONS AND CONSTRUCTION ESTIMATES (Winter 2024 – Spring 2024)

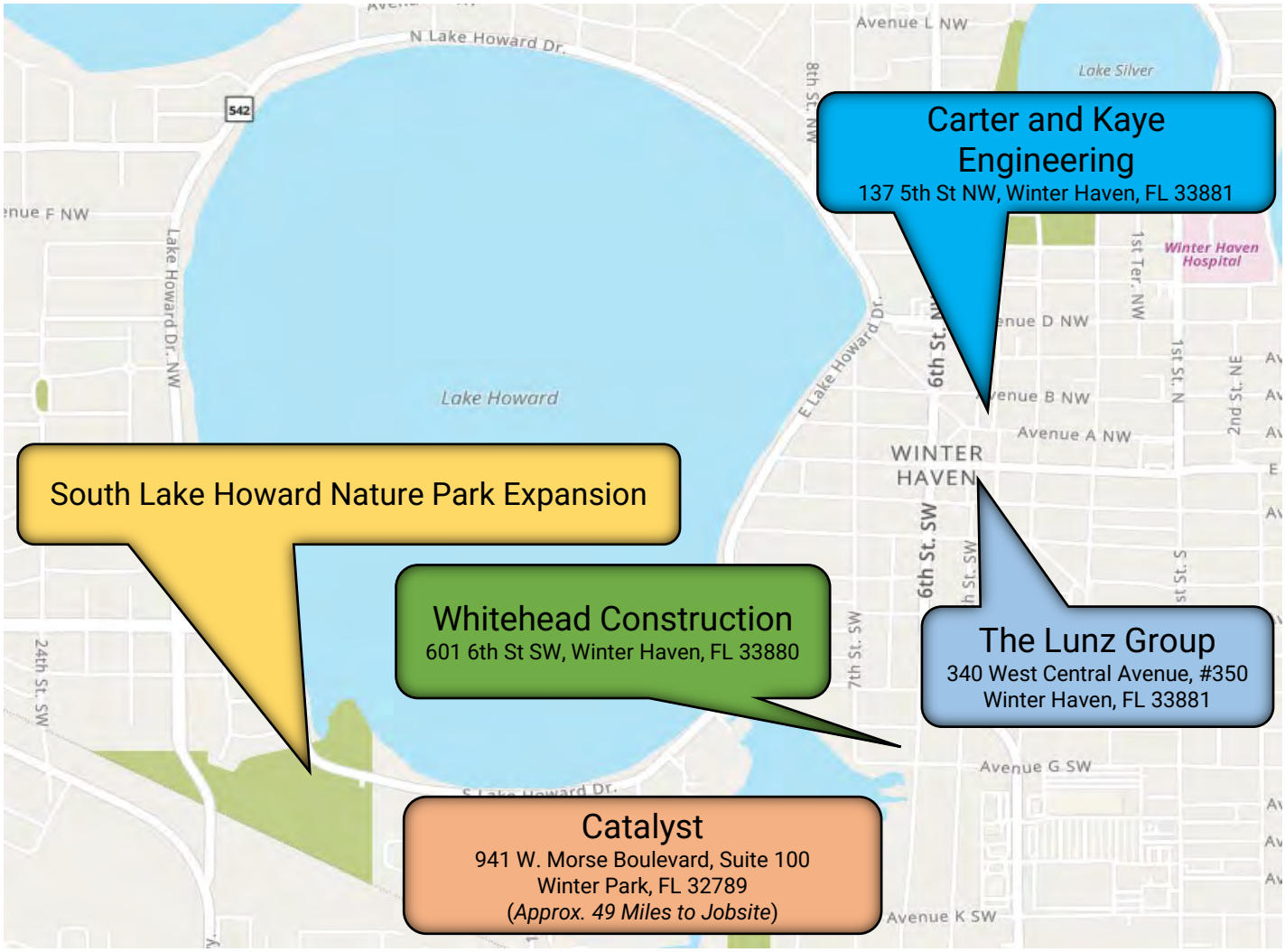
30% Construction Documents & Initial Estimate of Probable Construction Costs	Weeks 1– 8
City Review	Week 9
Page Turn Review with City	End of Week 9
60% Construction Documents • Engineering, Architectural, MEP & Landscape Architecture • Specifications Outline • Preliminary Estimate of Probable Construction Costs	Weeks 10 – 14
City Review	Week 15
Page Turn Review with City	End of Week 15
SFWMD Permitting	Weeks 16 – 27
90% Construction Documents • Engineering, Architectural, MEP & Landscape Architecture • Specifications • Estimate of Probable Construction Costs Revised • Bid Documents & Line Item Bid Form	Weeks 21 - 24
City Review & Permitting Submittal	Week 16 -25
Page Turn Review with City	End of Week 18
100% Construction Documents	Weeks 25 – 26
Preconstruction Meeting	June 2024

5.5 LOCAL PARTICIPATION AND STAFFING

5.5.1

Whitehead Construction proactively seeks local trade participation in every project, with more than 67 years of construction in Winter Haven, we can proudly boast that we have built a strong alliance among local subcontractors and suppliers that we rely on to deliver our projects. Each employee of Whitehead Construction resides in Winter Haven/Polk County. Over the past 5 years, Whitehead Construction can proudly say that approximately 95% of the work we've completed was performed by local subcontractors, suppliers, and vendors. We will promote the use of local, minority, and small business firms in a proactive manner. This practice helps support both local businesses and allocate funds back into the community of Winter Haven. We expect to meet or exceed our 95% utilization rate of local resources on the proposed project.

5.5.2



As demonstrated above, Whitehead Construction has assembled a team of truly local businesses to provide the City of Winter Haven Design-Build services for the South Lake Howard Nature Park Expansion project.

Location of our Team's principal office:

Whitehead Construction	General Contractor	Local
The Lunz Group	Architect	Local
Carter Kaye Engineering	Engineer	Local
Catalyst	Landscape Architect	Central Florida

5.6.1 Whitehead Construction Insurance Overview:

General Liability	-	$1,000,000/$2,000,000
Professional Liability	-	$2,000,000/$2,000,000
Excess/Umbrella	-	$5,000,000/$5,000,000
Worker's Comp	-	$1,000,000/$1,000,000

Whitehead Construction is bonded by Berkley Insurance Company, an "A+XV" rated surety in the AM Best Guide with bonding limits of $15,000,000/$25,000,000.

EMR Rating: .74

SouthState

August 24, 2023

Please accept this letter regarding Whitehead Construction. It has been my pleasure to provide banking services to this company and the owner for over 15 years. During that time an excellent banking relationship has been established and maintained.

I can confirm that the company maintains all loan and deposit accounts in a most satisfactory manner. Whitehead Construction has earned an outstanding reputation for their financial stability while providing top quality construction at competitive prices. Whitehead Construction has completed several successful projects for the Bank over the years.

I consider the company and owner to be among my very best customers. If I can be of further assistance, please contact me directly.

Sincerely,

Alex Jordan
Vice President / Commercial Banker
(863) 577-6804
AJordan@southstatebank.com

5.6.2

Whitehead Construction has never failed to perform any Contract, had any Contract canceled, or been involved in litigation with regards to contractual performance.

"Building Florida Since 1954"

RYAN WHITEHEAD



PROJECT ROLE
Principal

LICENSE NUMBER
CBC 1251320

LOCATION
601 6th Street SW, Winter Haven, FL 33880

YEARS OF EXPERIENCE
25 years

CONTACT

PHONE:
863-293-6473

WEBSITE:
whiteheadconstruction.com

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

WORK EXPERIENCE & QUALIFICATIONS

- Managed projects in excess of 100 million dollars
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, development and maintenance of project schedule, submittal review & submission, cost control and billing, change order preparation and management, project supervision, coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.), Procore, Primavera Scheduling Software, Prolog and Expedition.

PRIMARY PROJECT FUNCTION

- Leads the Pre-construction team
- Oversight and approval of estimating at each stage of design
- Supervises all Project Managers
- Executes all Contract Documents
- Approves all purchase trade subcontracts and purchase orders
- Oversight and control of accounting









"Building Florida Since 1954"



WAYNE MULLEN

PROJECT ROLE
LEED AP Senior Project Manager

LICENSE NUMBER
CGC 1506376

EDUCATION
Bachelor of Science in Building Construction, University of Florida

LOCATION
601 6th Street SW, Winter Haven, FL 33880

YEARS OF EXPERIENCE
30 years

CONTACT

PHONE:
863-293-6473

WEBSITE:
whiteheadconstruction.com

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

WORK EXPERIENCE & QUALIFICATIONS

- Ten years of extensive K-12 experience with occupied campuses.
- Managed individual projects in excess of 30 million dollars.
- Experienced in all aspects of the construction process including but not limited to: estimating, value engineering, contract administration, development and maintenance of project schedule, submittal review & submission, cost control and billing, change order preparation and management, project supervision, coordination of Owner, Architect and local Municipalities and project closeout.
- Experienced with owner direct purchase tax savings programs.
- Familiar with different project delivery methods including Construction Management, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.), Procore, Primavera Scheduling Software, Prolog and Expedition.

PRIMARY PROJECT FUNCTION

- Pre-construction support
- Assists with estimating at each stage of design
- Purchase trade subcontracts and purchase orders
- Full-time on-site management
- Develop and maintain progress schedule
- Generate procurement/ purchasing schedules
- On site control of accounting
- Cost control and change order mitigation
- Reporting/ project management information system
- Prepare subcontracts and issue purchase orders
- Review submittals and shop drawings
- Prepare close out documents









"Building Florida Since 1954"

Terry Pittman



PROJECT ROLE
Superintendent

LOCATION
601 6th Street SW, Winter Haven, FL 33880

YEARS OF EXPERIENCE
38 years

CONTACT

PHONE:
863-293-6473

WEBSITE:
whiteheadconstruction.com

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

WORK EXPERIENCE & QUALIFICATIONS

- Construction supervisory experience equally divided between the private and public sectors.
- Familiar with different project delivery methods including Construction Management, Cost Plus, Construction Management at Risk, Guaranteed Maximum Price, Design Build and Hard Bid.
- Proficient with Microsoft Office (Word, Excel, etc.) and Primavera Scheduling Software

PRIMARY PROJECT FUNCTION

- Day to day on site supervision
- Schedule subcontractors, consultants, and vendors in critical path to ensure timely completion
- Perform quality control duties and responsibilities regarding the work being performed
- Communicate with project team regarding ASI's, RFI's, and Material Submittals
- Ensure that subcontractor is fully executing and complying with his contracted scope of work
- Coordinate required inspections with local jurisdictions
- Identify subcontractor non-compliance with safety, health, and environmental quality standards
- Identify conflicts in construction progress and communicate them to project team for resolution
- Maintain daily log (written) of activities on the jobsite
- Ensure subcontractor has corrected all deficiencies identified by project team
- Walk project daily to monitor activities and assist in future planning
- Conduct weekly subcontractor meetings designed to coordinate the work
- Ensure that the job site is always kept in a clean and organized manner
- Perform job progress and completion punch list identification and completion









BRADLEY T. LUNZ

AIA / NCARB / LEED AP / GGP

Principal In Charge



- Master of Architecture, Savannah College of Art & Design
- Bachelor of Architecture, Savannah College of Art & Design
- Registered Architect in the State of Florida
- LEED and Green Globes Professional
- 15 Years with The Lunz Group
- 21 Years of Total Experience

Mr. Lunz has worked on a variety of building typologies including fire stations, county and state government buildings, and educational buildings. He brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations. He also strives to engage local manufacturers and suppliers by locally sourcing materials.

RELATED EXPERIENCE

Austin-Tindall Regional Park Expansion

Client: Chastain-Skillman
Role: Principal In Charge
Status: Completed 2016

Mr. Lunz led the expansion and renovation of Austin-Tindall Regional Park, located just ten miles from Orlando International Airport. The expansion included two multi purpose buildings for storage, concessions, restrooms and a pavilion. The project also included five new fields, additional parking, press box, scoreboard and stadium seating to accommodate 3,000 spectators.

Bonnet Springs Park

Client: Sasaki
Role: Principal In Charge
Status: Completed 2022

The Lunz Group is serving as local architectural consultant on the Bonnet Springs Park project, aiding in the design of several structures throughout the park including a greenhouse, tea house, treehouse and entry gate pavilion. Mr. Lunz's team is also providing visualization services for the park.

Additional Select Experience:

- Polk County Park Prototypes
- Barnett Athletic Complex
- St. Leo University NCAA Stadium
- St. Leo University Softball Stadium
- Dunedin Blue Jays Stadium Renovation
- Dunedin Blue Jays PDC
- Polk County Nature Discovery Center
- Lake Myrtle Sports Complex
- World Equestrian Center
- Sumter County Fairgrounds
- Polk County Northeast Regional Park
- Auburndale Community Center
- Campbell City Community Center
- Plant City Community Center

THE LUNZ GROUP

GREGORY SELVIDGE

Project Manager



- Georgia Institute of Technology
- University of Tennessee School of Architecture
- Registered Residential Contractor in Florida
- 23 Years with The Lunz Group
- 28 Years of Total Experience

Mr. Greg Selvidge has a strong background in construction, architectural and product design. As a current and past owner and decision maker of several construction design firms, he is well aware of all facets of construction administration and project management. Mr. Selvidge is also a Registered Contractor in the state of Florida, which further demonstrates his knowledge and ability to oversee construction and the entire project team.

RELATED EXPERIENCE

Lake Myrtle Sports Complex

Client: City of Auburndale
Role: Project Manager
Status: Completed 2016

The Lunz Group provided services for the development of Lake Myrtle, a 30+ acre site that provides varied recreational activites and houses several organizations. Championship soccer and baseball stadiums were developed in addition to concession stands and maintenance buildings. Areas were sized to accommodate tents, vendors and team gathering areas. The stadium includes grandstands, a press box and a score board. Multiple concessions buildings are located throughout the complex surrounding various fields to conveniently service visitors.

Additional Select Experience:

- Saint Leo Univeristy NCAA Stadium
- Polk County Sports Marketing HQ
- Florida Youth Soccer Association HQ
- Barnett Athletic Complex
- World Equestrian Center
- Sumter County Fairgrounds
- Polk County Northeast Regional Park
- Auburndale Community Center
- Polk County Park Prototype Concession Stands
- Carter Road Park Concession Stand
- Lake Ariana Park Ph 1 Community Center
- East Central Park Storage Building
- East Central Park Concession Stand

THE LUNZ GROUP

State of Florida
Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of January, 2023

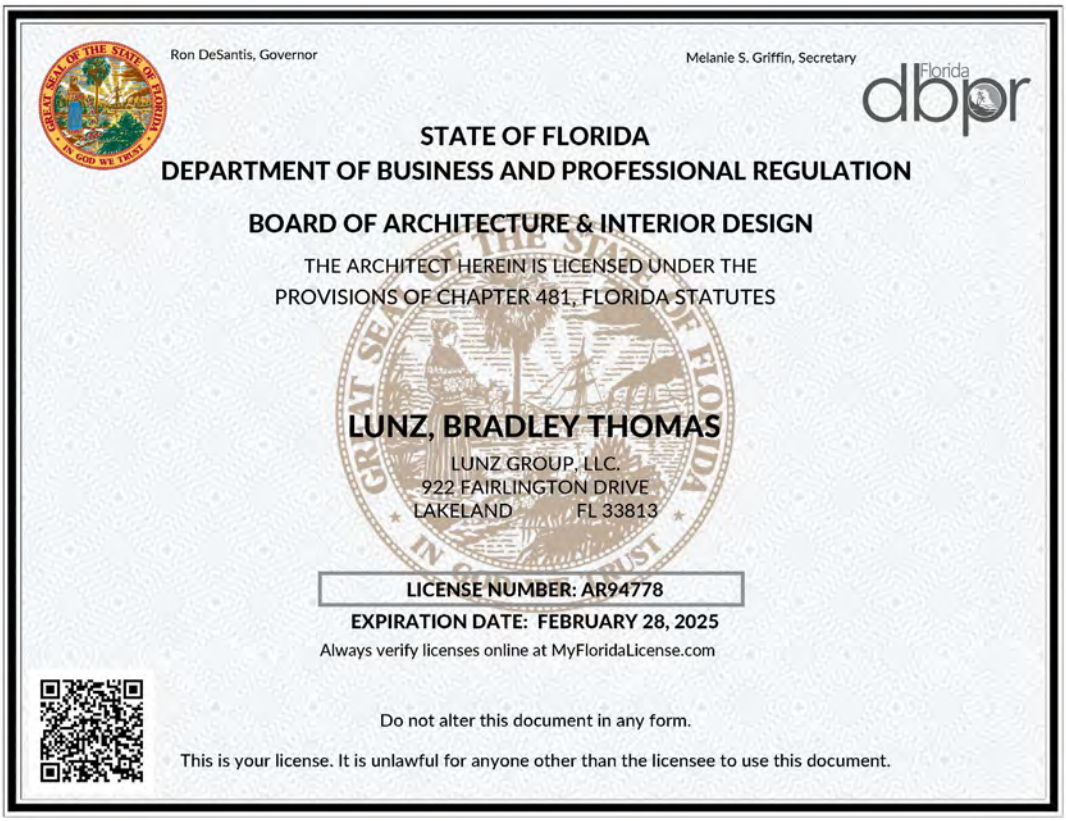
Secretary of State

Tracking Number: 9610411637CC

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

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

The Lunz Group Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

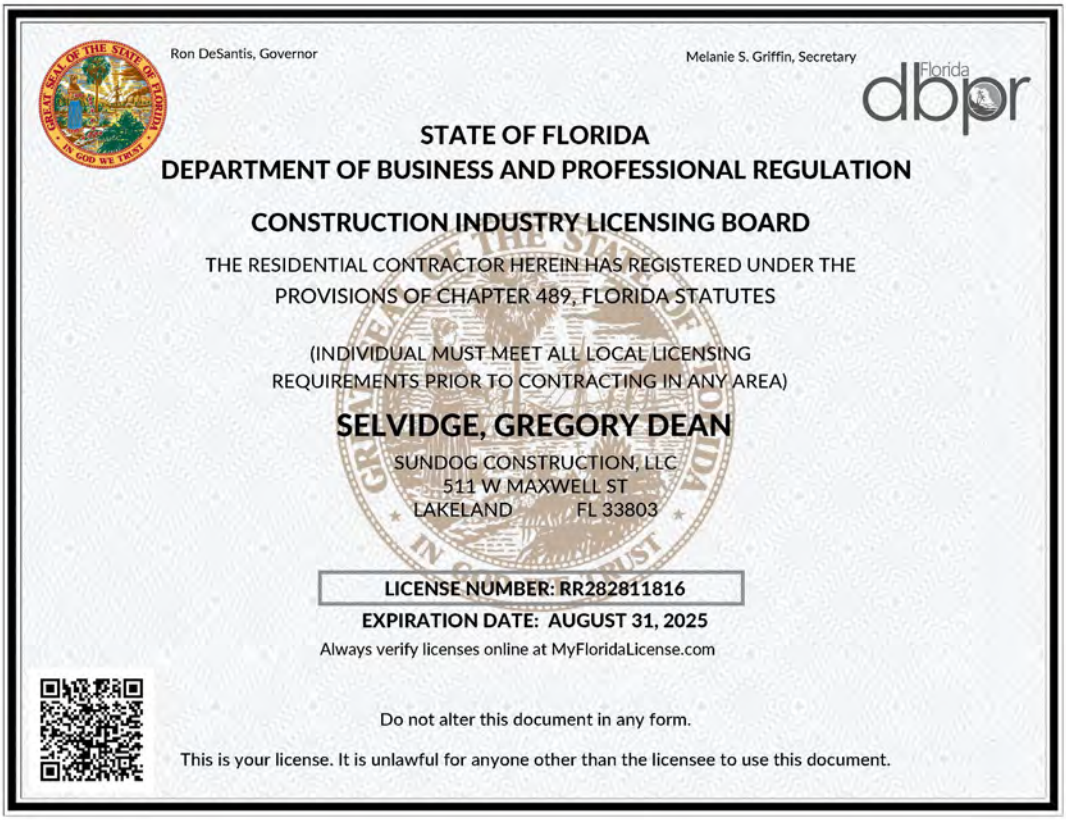
LUNZ, BRADLEY THOMAS

LUNZ GROUP, LLC.
922 FAIRLINGTON DRIVE
LAKELAND FL 33813

LICENSE NUMBER: AR94778
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE RESIDENTIAL CONTRACTOR HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

SELVIDGE, GREGORY DEAN

SUNDOG CONSTRUCTION, LLC
511 W MAXWELL ST
LAKELAND FL 33803

LICENSE NUMBER: RR282811816
EXPIRATION DATE: AUGUST 31, 2025
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CARTER|KAYE ENGINEERING

DAVID C. CARTER, PE



EDUCATION
Penn State University, University Park, PA - B.S. Civil Engineering

PROFESSIONAL REGISTRATIONS
Professional Engineer: FL (31915, exp. 2-28-2023)

CONTINUING EDUCATION
- SWFWMD, FEMA drainage analysis
- Wetlands delineation
- Financial management
- Utility design, and engineering ethics
- Low Impact Design for residential sites
- FDOT drainage & MOT
- Lake dredging methods
- Rain Garden Design
- HEC-2/FEMA Analysis
- Tailwater Determinations
- Erosion Control

PROFESSIONAL AFFILIATIONS
- Polk County Stormwater Technical Advisory Com.- Chairman
- Florida Home Builders Association – Past President
- Florida Home Builders Association Government Affairs - Past Chairman
- Florida Home Builders Association Impact Fee Task Force –Past Chairman
- Florida FDEP Stormwater Technical Advisory Committee
- Florida Impact Fee Review Task Force - Past Member

EXPERIENCE SUMMARY

Mr. David Carter has served on a number of both statewide and local technical committees that have helped to shape public water policy. He served on the Florida DEP Statewide Stormwater TAC, which coordinated revamping of the state drainage rules. He served and chaired for many years the Department of Health's Research Review and Advisory Committee, which reviews ongoing significant septic tank studies. He served as president of the Florida Home Builders Association, and in that role had the privilege of lobbying the state legislature on issues affecting the industry, and federal agencies on drainage, floodplain and wetlands issues. Many of those issues required public outreach with stakeholders involved in the process. He served on the Florida Impact Fee Review Task Force, which deliberated on ways to equably pay for new infrastructure construction.

Locally Carter serves as chair of the Polk County Stormwater TAC, which evaluates both existing and new techniques for implementing the county's NPDES permit requirements. He has served and chaired a committed involved with writing and refining Polk County's Land Development Code. He currently serves as the Consulting Engineer for the Lakes Region Lakes Management District and has extensive knowledge of the design and operation of the many canals and boat ramps throughout the district. He has personally developed residential property and represents a large number of developers in the local area, giving him knowledge of how water resource challenges are handled by the private sector.

2020 to Present: Carter and Kaye Engineering, LLC – Principal in Charge
1992 to 2019: David C. Carter Consulting Engineers, Inc. - Owner

Responsible for various administrative, marketing and technical responsibilities at Carter and Kaye Engineering, LLC (CarterKaye). Provides consulting assistance to clients regarding site selection, development cost estimates, zoning, comprehensive plans, and permitting decisions. Very familiar with local and state regulations and government staff policies and preferences. Experienced in both negotiations with staff and presentations to elected officials on above subjects. Project experience includes resolution of difficult and complex development issues. Technically proficient, and extensive experience in engineering design of municipal potable water, sanitary sewer, roadway, stormwater management, wetland mitigation, and traffic facilities.

1983 to 1992: Pickett and Associates, Inc.- President, Director (1986 - 1992) - Coordinated and oversaw all aspects of the Engineering Department. Administratively responsible for company finances, personnel policies, accounting, computer software and hardware purchases and implementation, for 50+ employee firm.

PROJECT EXPERIENCE

City of Winter Haven Fire Station No. 3 Neighborhood Pocket Park – Project Manager – Retained by the City to act as a Project Coordinator and liaison for Fire Station No. 3 located along Eloise Loop Road and W. Lake Ruby Drive. The project scope consisted of the design and permitting 11,500+/- sq. ft. of building and apparatus bay. The project has a dog park with a parking area, walking path and a dog park with wash station.

CARTER|KAYE ENGINEERING

KRISS Y. KAYE, PE, Env SP

Recipient of the 2018 ACEC-FL Engineering Excellence Award



EDUCATION

MS, Environmental Engineering; University of Central Florida (1993)

BS, Environmental Engineering; University of Central Florida (1991)

MBA Studies Univ. Lincoln Nebraska

PROFESSIONAL REGISTRATIONS

PE - Professional Engineer: FL (50607, exp. 2-28-25)

CERTIFICATIONS/TRAINING

ENV SP - Envision Environmental Sustainability Professional (exp. 11/2024)

CFM - Certified Floodplain Manager, FL (#US0401320, exp. 1-31-24)

ICPR 4 Modeling Training, Streamlining Technologies, Inc. (2021, no exp.)

FDOT Work Groups 3.1, 3.2, 10.1)

BMPTRAINS Model Training, ERD (2017, no exp.)

Complete Streets for All-One Block at a Time (2016, no exp.)

Project Management, Pennoni (2015, no exp.); 1st Place Team Competition

Hazardous Communication, ERCS (2014, no exp.)

Stormwater Management Inspector, FL (#1983, no exp.)

EXPERIENCE SUMMARY

Mr. Kaye, Managing Partner at Carter and Kaye Engineering, LLC, has more than 25 years of experience as the lead civil/environmental professional engineer of record for hundreds of public and private land development infrastructure improvement projects and engineering studies throughout central Florida with project budgets totaling more than $330 million.

Mr. Kaye's facility experience includes: Stormwater treatment systems, stormwater master planning; parks/recreation facilities; rain gardens; pollutant load reduction designs; shoreline restoration; baseball and multi-purpose fields; amphitheaters; concession buildings; corridors/trails and plazas; tourism-sport complexes; banks; emergency operation centers; bike/pedestrian automobile dealerships; churches; distribution facilities, FDOT LAP transportation improvements; financial institutions; government facilities (e.g. operations/offices, fire stations, libraries, town and city hall; elections facilities, transit facilities); hotels; independent/assisted leaving facilities; landfill facility closures; institutional and educational facilities (K-12 public schools & charter schools); manufacturing and industrial facilities; medical facilities (clinics\hospital building expansions); minor highway entrances, turn lanes and road widening; mixed-use commercial/shopping centers; national historic area improvements; outdoor cafés; restaurants; retail facilities; single/multi-family multi-story residential developments; streetscaping/road corridor design; watershed/drainage studies and warehouse facilities.

Mr. Kaye's supporting infrastructure systems experience includes: low impact strategies, BMPs techniques (sorption media, volume controls, bio-swales, nutrient controls); master grading and drainage systems; stormwater retention/detention and pumping systems; watershed retrofits; subsurface exfiltration systems; storm sewers; master gravity sanitary sewer collection and transmission systems; master lift stations/force mains; potable water distribution systems; directional and jack & bores; artificial wetland and lake designs; decentralized wastewater treatment and low-pressure dosing drain fields; fire system designs; flood compensation/wetland mitigation systems; groundwater remediation systems; irrigation & landscape design; traffic control and detour systems; reclaimed water systems; and utility relocation designs.

Mr. Kaye's permitting experience includes: CDBG Grant/HMGP FEMA Grant Assistance; FEMA flood map amendments; NPDES Construction/MS4 permitting; OSTDS permitting; USFWS ecological mitigation/impact avoidance; DHR clearances; ACOE approvals; FDEP/Health Department permitting; landfill operating and closures; domestic wastewater treatment; potable line permitting; SWFWMD/SJRWMD/SFWMD/FDEP Environmental Resource Permitting (180+ ERPs); and FDOT Drainage/Driveway Connection Permits.

PROJECT EXPERIENCE

Winter Lake Stormwater Treatment Train Design Engineer of Record – Responsible for the reduction of pollutant load stormwater master system design. This system design was required to reduce pollutants to pre-development conditions, reducing the pollutant loads by 98 percent. The system attenuates runoff to an FDOT conveyance system. More than 36 storm events were simulated. This design included a treatment train approach consisting of reducing the DCIA, a development outfall to a pretreatment system of retention, which cascades into a permanent pool design. The permanent pool provides residence time using a wet detention system which outfalls to a side-bank filtration system prior to discharging from the site. The system was permitted through the Southwest Florida Water Management District and Florida Department of Transportation.

Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

CARTER|KAYE ENGINEERING

KRISS Y. KAYE, PE, Env SP

Recipient of the 2018 ASCE Project of the Year Award

PROFESSIONAL AFFILIATIONS

FES/ACEC Stormwater State-Wide Rule Subcommittee

Polk County Stormwater Technical Advisory Committee, Vice Chair

FES/FDOH Technical Advisory Comm & FES Conservation Env Quality Comm

PCBA FDOH RRAC and Govt Affairs Committees

ASCE Ridge Chapter, Secretary

Florida Eng. Society, Ridge Chapter, Vice President

Leadership Winter Haven Class '36

American Soc. of Floodplain Managers

HONORS/AWARDS

Statewide Engineering Excellence Grand Award, FICE/ACEC-FL

Young Engineer of the Year Award, FES

Outstanding Contribution Project, Heart of Florida Am. Planning Assoc

Project of the Year, ASCE

Grand Marketer, CSI

PUBLICATIONS/PRESENTATIONS

Kaye, K.Y., "Florida's Emerging TMDL Program", Journal of Stormwater, May/June 2001.

Yousef, A, Yousef, L'Yu Lin, K. Y. Kaye, and J. Sloat, "Maintenance Guidelines for Runoff", FDOT WPI 0510381, May 1991

Kaye, K.Y. "Modeling of Phosphorus Accumulation in Bottom Sediments of Retention/Detention Ponds"

3rd Biennial Stormwater Research Conference, Oct 1993

Bok Tower Gardens Foundation, Inc. – Wild Garden Artificial Wetland and Lake Water Quality Treatment System, Lake Wales, FL Engineer of Record – Performed all the planning, engineering, construction oversite, and permitting of the redesign of a 50-year old lake and a new artificial manmade wetland with a 170-foot boardwalk. The new wetland, lake and bog area provides visitors with an immersive natural learning experience. The lake was lined with an EPDM liner to provide 400,000 gallons of surface water habitat and ecosystem. The original lake declined over the years via nutrient enrichment/eutrophication and was redesigned for a deeper and larger filtered water body to improve the habitat and storage of water and planted with a rich variety of Florida natives to attract birds and wildlife. A new state-of-the-art artificial wetland was designed to accommodate the new lake with a water recirculation and filtration system to convey water from the new lake to hydrate the wetland while filtering the water to reduce the potential eutrophication in the lake. Water-loving plants and a special fired-clay media were used to sorb nutrients and fecal coliform bacteria that contribute to algae growth and a contaminated waterbody. The water from the reconstructed lake circulates through the wetland system via a pumping and micro-filtration system. The surface water in the wetland is then gravity-fed back to the pond via gravity and overland flow. The wetland system consists of a 3-ft deep geo-fabric lined depression planted with wetland plants in a patented Bold and Gold media developed by Dr. Marty Wanielista, P.E., at the University of Central Florida. The main hydrologic regime for hydrating the wetland system is with a subsurface up-flow and horizontal flow design. By utilizing the upland flow wetland system, the suite of locally adapted plant species and sorption media retains pollutants in the wetland system, resulting in improved lake water quality.

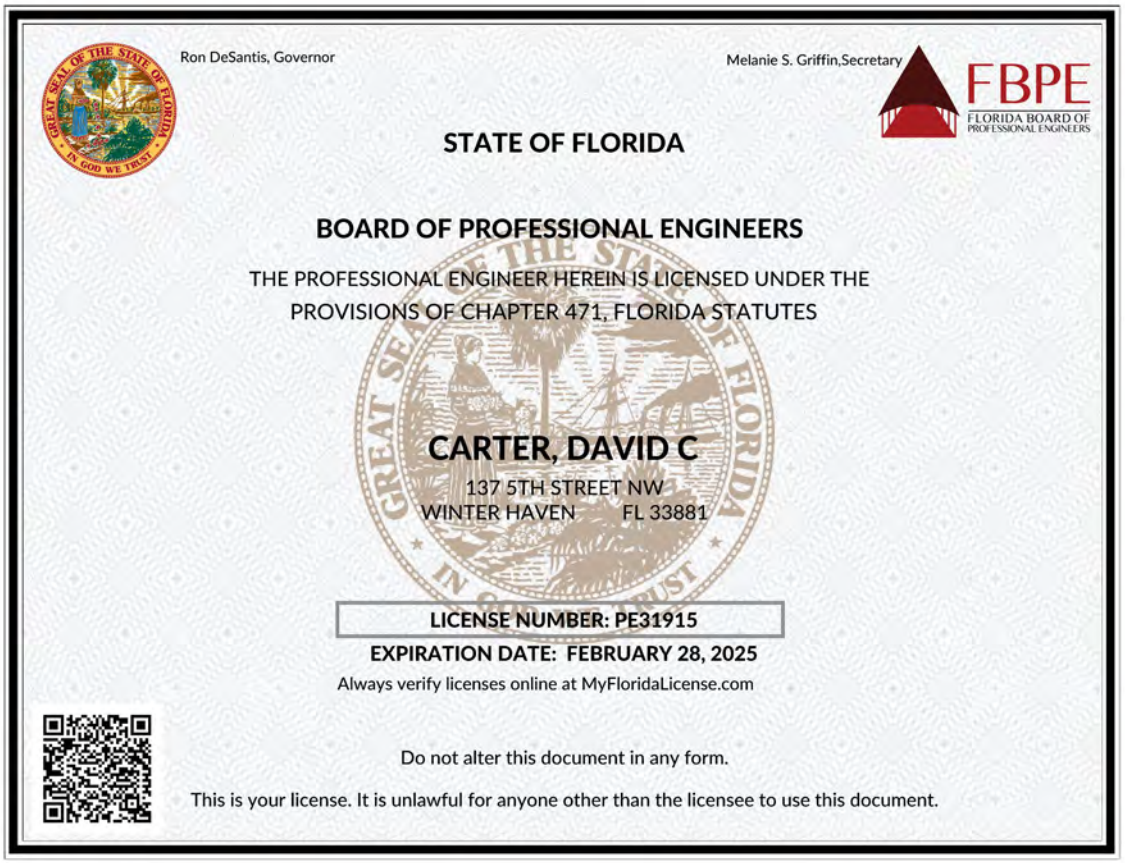
Bok Tower Gardens Foundation, Inc. - Bok Towers Gardens Expansion, Lake Wales, FL - Engineer of Record – Managed, designed and oversaw the engineering, permitting and construction administration efforts Bok Tower Gardens', a National Historic Landmark, largest expansion (over the main gardens of 40+/- acres) in 90 years. This project, originally designed by the legendary landscape architect Frederick Law Olmsted, Jr., was redesigned to enhance the visitors' experience of the entire garden area with new visitor activity areas such as the Children's' Garden, accessible pathways, a shuttle route, a spectacular new oval lawn and special event lawn and new trails. The improvements included a new entrance gateway near the Visitors Center to the Singing Tower, an expanded and improved Wild Garden and Window by the Pond, the Pinewood Center Estate entrance, creation of an artificial lake and wetland, the edible outdoor kitchen, patron leisure ellipse, and the new Children's Garden. Supporting infrastructure includes more than 8,000 lineal feet of new handicap accessible trails, the largest onsite disposal and treatment system in Polk County (with approximately 9,000 square feet of low pressure drainfield and expandable space), new potable water lines, sanitary sewer lines, stormwater management retention/detention facilities, potable water mains, paved trails, ADA compliance. Obtained multiple permit approvals and assisted with construction administration activities and served as the client interface and coordinator among multiple contractors and designers.

City of Winter Haven – Lake Conine Stormwater Park, Winter Haven, FL
Engineer of Record for Winter Haven's 34-acre stormwater treatment facility park. The new park was designed with a pollutant reduction system which reduced the phosphorus concentrations by an estimated 80 percent. The site elements included: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area.

Recipient of the 2017 APA Outstanding Contribution Award

Mr Kaye has enabled private developers and municipalities to proceed with improvements, while protecting the state's waters, the environment, public safety, health and welfare.

Carter|Kaye Licenses



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

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PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CARTER, DAVID C

137 5TH STREET NW
WINTER HAVEN FL 33881

LICENSE NUMBER: PE31915
EXPIRATION DATE: FEBRUARY 28, 2025
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KAYE, KRISS Y.

215 MORNINGSIDE DRIVE
LAKELAND FL 33803

LICENSE NUMBER: PE50607
EXPIRATION DATE: FEBRUARY 28, 2025
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BRUCE HALL, PLA, ASLA
Principal Landscape Architect

Bruce has over 34 years of experience with site design and landscape architecture. Areas of specialty include active and passive recreation; streetscape design; residential and mixed-use master planning and design; and multipurpose pedestrian and bicycle facilities.

EXPERIENCE
34 years

EDUCATION
Bachelor of Landscape Architecture
University of Florida, 1988

REGISTRATIONS
Registered Landscape Architect: FL

CERTIFICATIONS
American Society of Landscape Architects; Florida Recreation and Park Association

Lake Howard Nature Park, Winter Haven, FL
Bruce served as Principal Landscape Architect for the master planning of the 28-acre stormwater treatment nature park on Lake Howard's south shore. The project combines the existing site, including: 1,000 feet of boardwalks on the 600-acre lake (and over stormwater treatment basins); a walking path; interpretive exhibits; and a restroom building with newly acquired property. The additional land enabled the master plan to add a wetland marsh stormwater treatment basin to provide flexibility in the overall system through the use of additional settlements ponds and diverter structures. The plan also includes additional walking paths, improved public access parking areas, renovation of an existing building into an indoor and outdoor classroom, additional street network, traffic calming through the use of on-street parking and a roundabout, a bat house, exercise stations, a lake maintenance dock for City staff and improved boardwalks with picnic pavilions on the southern shore.

Lake Conine Stormwater Park, Winter Haven, FL
Bruce served as the Principal Landscape Architect for Winter Haven's 34-acre stormwater treatment facility. Through a design charrette process, the team integrated various elements into the site (which included open water and wooded areas) to deliver a recreational and educational amenity for the surrounding neighborhoods. Elements included: paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks and a parking area. The design was vetted through a public workshop and was ranked for grant funding.

Lake Maude Park, Winter Haven, FL
Bruce served as the Senior Landscape Architect and Project Manager for the master planning of Lake Maude Park. The design team led the public involvement and master planning phase of the project, which included: two lighted multipurpose baseball and softball fields; one stadium field accommodating up to 2,000 spectators; a consolidated restroom/concession/team equipment storage building; an amphitheater stage building with two covered sport courts; and a lake access boardwalk and dock on the 25.5-acre site. Bruce and the design team also provided landscape, hardscape and site furnishings construction documents.

Lake Howard Trail – Phase 3A, Winter Haven, FL
Bruce served as Project Manager and Senior Landscape Architect for the 2,800-linear foot extension of Winter Haven's Lake Howard Trail. The third segment of this five-phase tail system is eight-foot-wide, and features two passive parks with amenities designed for adjacent homeowners and trail users. A key feature of two parks is the dry pretreatment ponds, which intercept and treat stormwater from Lake Howard Drive and intersecting streets, prior to discharge into Lake Howard.

Resume includes Bruce's individual experience

BRUCE HALL, PLA, ASLA

Winter Haven Recreation Center, Winter Haven, FL
Bruce served as Principal Landscape Architect for the renovation of the City's Recreational and Cultural Center. Design elements include hardscape, site furnishings, pool deck surfacing and grading, a playground, sports courts, rain garden, and landscape.

Lake Ariana Lakefront Park and Community Center, Auburndale, FL
Bruce served as Principal Landscape Architect for the master planning of the renovation of the existing eight-acre park and community center. The design process (including a design charrette and public involvement) resulted in a new, two-story, 20,000-SF civic center; an event lawn; a wedding/small event garden; new boat ramp and docks; a picnic pavilion; waterfront concession/restroom building; a canoe/kayak launch; shoreline restoration and rain gardens. The project also introduced a roundabout and created a complete street along the park's frontage.

Se7en Wetlands Park & Trail Master Plan, Lakeland, FL
Bruce served as Project Manager and Principal Landscape Architect for the original master planning and three phases of master plan implementation. The 1,600-acre wastewater treatment facility features seven basins to treat wastewater prior to its outflow to the Alafia River or to TECO's powerplant. On the wetland's levees, three perimeter trailheads access the 22-miles of trails, interpretive facilities, restroom buildings, shade structures, boardwalks and wayfinding system have been positioned to take advantage of the wetlands, open waters and views of the abundant wildlife.

Brittany Bay Park, Miami Beach, FL
Bruce served as Principal Project Manager for the master plan and landscape architectural construction documents for the City's Brittany Bay Park. The park, situated along 1,000 feet of the Biscayne Bay waterway, was designed to meet the City of Miami Beach's desire to address sea level rise and a failing seawall. Project included a waterside promenade and "living shoreline" environment between the existing seawall and the new seawall; the new seawall is four feet higher in elevation and also serves as a seat wall for users to enjoy the views across the shoreline. A floating deck also spans the created environment. Park design improves pedestrian circulation, and includes 10 exercise stations along the walkway, flexible open spaces, and landscape enhancements.

Boynton Beach Boundless Playground & Park, Boynton Beach, FL
Bruce served as Project Manager and Landscape Architect for the City's Boundless Playground, a universally accessible play environment for kids of all abilities. The 10.5-acre first phase of the park includes three play areas, a splash pad, restroom building picnic pavilions, native landscaping and a central bioswale creek bed themed as a Florida swamp.

Lake Hiawatha Preserve Master Plan, Clermont, FL
Bruce served as Project Manager and Senior Designer for the City's new 219-acre lakefront park. The park master plan takes advantage of a narrow, linear wooded shoreline along Lake Minneola and a larger tract to the west which features wooded, pasture and wetland environments. On the waterfront, a themed lakefront house with playground, beach, parking and a portion of the South Lake Trail accommodate boat traffic and trail users. On the western site, the South Lake Trail travels along the perimeter of the site and center to the site a farm homestead themed restroom building, playground, pavilions, dog park and parking area anchor the site. Tree canopy walks, zipline courses, disc golf, unpaved trails, a multipurpose field and a north entrance are included.

Hernando's Landing at Lake Parker Park, Lakeland, FL
Bruce served as Senior Landscape Architect and Project Manager for the City of Lakeland's second destination playground, themed for Hernando de Soto's travels through the Lakeland area of Florida. The playground features de Soto's ship as the central feature element and includes natural themed play equipment, a treehouse, zip lines and Florida wildlife in a wooded setting.

Denton Johnson Waterfront Park, Eatonville, FL
As Principal Landscape Architect, Bruce led the master planning effort for the City's new waterfront park. Through a design charrette and public involvement process, the completed master plan features a community building with wedding garden, splash pad, multipurpose field stadium, restroom/concession building, multipurpose/event lawn, a lake overlook tower, wetland and waterfront boardwalks, walking paths, rain gardens, on-street parking and a launch for small boats.

Tranquility Shores Stormwater Linear Park Disc Golf Course Titusville, FL
Bruce served as Principal Landscape Architect for the design of an approximately 17-acre stormwater linear park as part of the project design for separate single-family and multifamily developments. The park features an 18-hole regulation disc golf course through an existing scrub pine area, 5 acres of stormwater ponds and bioswale systems for connectivity between ponds, open play lawns, bridges, pathways, playmounds, fishing piers and exercise stations for the community.

Resume includes Bruce's individual experience



JAY HOOD, PLA, ASLA
Principal Landscape Architect

With 35 years of experience, Jay's experience includes a focus on site design and landscape architecture for streetscapes and public spaces. Jay has worked on a wide range of projects from regional network and corridor master plans to detailed streetscape design plans. He often presents at conferences and various universities, sharing his knowledge of Complete Street design, low impact development, and the benefits of strategic infrastructure investment.

EXPERIENCE
35 years

EDUCATION
Bachelor of Science in Landscape Architecture
Purdue University, 1987

REGISTRATIONS
Registered Landscape Architect: FL, CO, OH

CERTIFICATIONS
Council of Landscape Architectural Registration Boards (CLARB); American Society of Landscape Architects; Florida Recreation and Park Association; Purdue Landscape Architecture Professional Advisory Council, Board Member

Lake Howard Nature Park, Winter Haven, FL
Jay served as Principal Landscape Architect for the master planning of the 28-acre stormwater treatment nature park on Lake Howard's south shore. The project combines the existing site containing 1,000 ft of boardwalks on the 600-acre lake and over stormwater treatment basins, a walking path, interpretive exhibits, and a restroom building. Additional land enabled the master plan to add a wetland marsh stormwater treatment basin to provide flexibility in the overall system through the use of additional settlements ponds and diverter structures. The plan also includes additional walking paths, improved public access parking areas, renovation of an existing building into an indoor and outdoor classroom, additional street network, traffic calming through the use of on-street parking and a roundabout, a bat house, exercise stations, a lake maintenance dock for City staff, and improved boardwalks with picnic pavilions on Lake Howard's southern shore.

Lake Conine Stormwater Park, Winter Haven, FL
Jay served as the Technical Principal for Winter Haven's 34-acre stormwater treatment facility. Through a design charrette process, the team integrated various elements into the site (which included open water and wooded areas) to deliver a recreational and educational amenity for the surrounding neighborhoods. Elements included paved and unpaved trails, interpretive facilities, restrooms, a playground, canoe/kayak landings, boardwalks, and parking. The design was vetted through a public workshop and ranked for grant funding.

Martin Luther King, Jr. Park Renovation, Winter Haven, FL
Jay served as Principal Landscape Architect for the renovation of Dr. Martin Luther King, Jr. Park, located on the shore of Lake Silver. The park was designed to improve the existing interpretative features for Dr. King and the facilities of the 2.3-acre park, including a new monument sign, interpretative panels, "quote spots" throughout the park, ADA accessibility, and a new restroom/concessions building with an overlook deck for observing and judging water ski tournaments.

South Central Park, Streetscape and Trail, Winter Haven, FL
Jay served as the Principal Designer for the downtown, multi-purpose civic park, adjacent streetscape, and trail. The project encompassed a full city block and included two flexible plaza areas, designed to serve as both parking and venues for concerts and events. The project also included an extension of the Chain of Lakes Trail into the downtown environment which provided links to the multiple parks on the north end of downtown. *Project of the Year Award, Florida Engineering Society, Ridge Chapter, 2019.*

Resume includes work completed prior to joining Catalyst

JAY HOOD, PLA, ASLA

Chain of Lakes Park Master Plan, Winter Haven, FL
Jay served as Principal Designer for the Park's master planning. The project features the addition of a 60,000-SF fieldhouse, an upgraded theater and recreation building, aquatics center renovation, and an overall new design for the existing open space areas of this lakefront park. The new open space facilities include four collegiate baseball fields; a large "commons;" two multipurpose fields; two multipurpose/ event parking fields; and a waterfront promenade featuring a restaurant, amphitheater, playground and docks for visiting boats and seaplanes.

Lake Howard Trail – Phase 3A, Winter Haven, FL
Jay served as Principal Landscape Architect for the 2,800-linear foot extension of Winter Haven's Lake Howard Trail. The third segment of this five-phase tail system is eight-foot-wide, and features two passive parks with amenities designed for adjacent homeowners and trail users. A key feature of two parks is the dry pretreatment ponds, which intercept and treat stormwater from Lake Howard Drive and intersecting streets, prior to discharge into Lake Howard.

Holland Park Playground and Splash Pad, Palm Coast, FL
Jay served as Principal Designer for Palm Coast's $2.3M playground and splash pad at Holland Park. The playground and splash pad include five themed zones that incorporate interpretive play elements, features and landscaping.

Brittany Bay Park, Miami Beach, FL
Jay served as Principal Landscape Architect for the master plan and landscape architectural construction documents for the City's Brittany Bay Park. The park, situated along 1,000 feet of the Biscayne Bay waterway, was designed to meet the City of Miami Beach's desire to address sea level rise and a failing seawall. Project included a waterside promenade and "living shoreline" environment between the existing seawall and the new seawall; the new seawall is four feet higher in elevation and also serves as a seat wall for users to enjoy the views across the shoreline. A floating deck also spans the created environment. Park design improves pedestrian circulation, and includes 10 exercise stations along the walkway, flexible open spaces, and landscape enhancements.

Lincoln Yard Park, Gainesville, FL
Jay served as Principal Landscape Architect for this neighborhood park project in East Gainesville. The park was historically used by the City for stormwater, including both a wet and dry pond. Under a Continuing Services Agreement for the 'Wild Spaces Public Places' program, the design team was engaged to develop a conceptual Master Plan for the Phase One portion of the Park. Park improvements included pond reconfiguration, a walking path loop, picnic shelters, a playground area, a gateway element, site furnishings and other amenities. The design team also facilitated public participation by leading stakeholder meetings, a public workshop and a final public meeting to present the conceptual Master Plan.

Barnett Family Park, Lakeland, FL
Jay served as Principal Designer for Lakeland's Barnett Family Park. The design is themed as the "discovery" of the natural wonders found within and surrounding the City. Guests can climb on child-sized insects: giant frogs, spiders, bees, inchworms, ants and dragonflies were integrated with playground equipment that resemble a spider's web, a beehive and an inchworm's body. The interactive water fountain is surrounded by tile mosaic murals displaying native flora and fauna. Barnett Family Park also has a labyrinth, a great open lawn and a new community building.

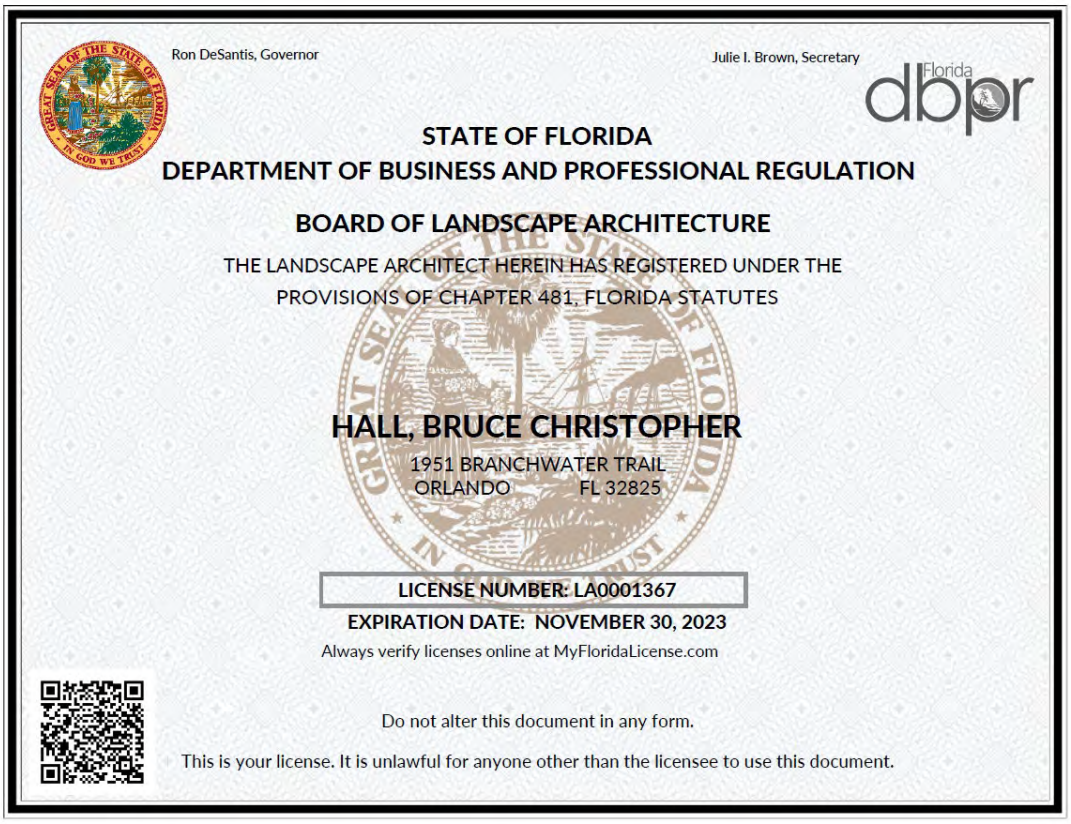
Boynton Beach Boundless Playground, Boynton Beach, FL
Jay served as Principal Designer for the City of Boynton Beach's Boundless Playground, which provides a universally-accessible play environment for kids of all abilities. The 10.5-acre first phase of the park includes three play areas, a splash pad, restroom building picnic pavilions, native landscaping and a central bioswale creek bed themed as a Florida swamp.

Miami Circle, Miami, FL
Jay served as the Principal Designer for this State of Florida and HistoryMiami project designed to preserve and tell the story of the Miami Circle: a 2,000-year-old archaeological site, located at the mouth of the Miami River on Biscayne Bay. The project extended the Miami Riverwalk, and included park amenities, overlooks, and wayfinding to share the area's history. Listed on the NPS National Register of Historic Places, coordination required with the NPS, the United States Coast Guard, the FDOT, the Florida Inland Navigation District and the Florida Division of Historic Resources.

Harry P. Leu Ravine Garden, Orlando, FL
Jay served as Principal Landscape Architect responsible for creating a picturesque walk that would address the Harry P. Leu Gardens staff's desire to showcase their tropical plantings. The concept of the ravine garden was "Experience the Tropics." Water flows through a series of pools to provide a varied guest experience, and a meandering path offers several lookouts along the ravine. The lush plantings at the ravine edge continue toward Lake Rowena where the plantings transition to native aquatic and shoreline plants.

Resume includes Jay's individual experience

Catalyst Design Group Licenses



Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HALL, BRUCE CHRISTOPHER

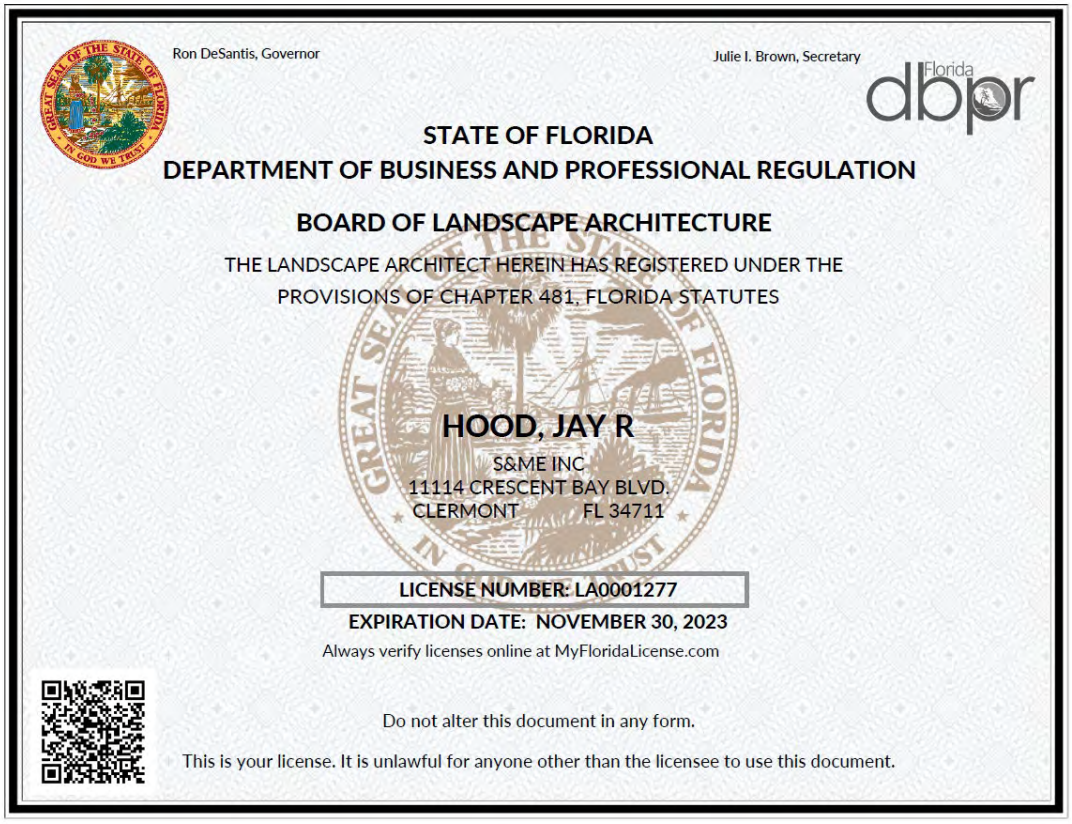
1951 BRANCHWATER TRAIL
ORLANDO FL 32825

LICENSE NUMBER: LA0001367
EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Julie I. Brown, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HOOD, JAY R

S&ME INC
11114 CRESCENT BAY BLVD.
CLERMONT FL 34711

LICENSE NUMBER: LA0001277
EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Everett Whitehead & Son, Inc

2 Business name/disregarded entity name, if different from above

dba Whitehead Construction

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

601 6th Street SW

Requester's name and address (optional)

6 City, state, and ZIP code

Winter Haven, FL 33880

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	1	3	9	4	7	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ 8-1-23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT A
PROPOSER INFORMATION / CERTIFICATION

1. Legal Name of Proposer. Indicate is the Proposer is a Corporation, Joint Venture, Partnership, etc.: EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION
2. Name/Title of contact person for the Proposer: E. RYAN WHITEHEAD
3. Local business and mailing address: 601 6th ST SW, WINTER HAVEN, FL 33880
4. Primary business and mailing address: SAME AS ABOVE
5. Telephone Number: (863) 293-6473 Fax: (863) 299-2879

The above-named Proposer affirms and declares:

A. That the Proposer understands all requirements for the RFQ and states that as a serious Proposer they will comply with all the stipulations included in the RFQ package.

B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below.

C. That this qualification proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below.

D. That no officer or employee or person whose salary is payable in whole or in part from the City's Treasure is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal; in the performance of this Contract; in the supplies, materials, equipment and work or labor to which they relate; or in any portion of the profits thereof.

E. That the Proposer has received and carefully examined all Addenda issued prior to Opening.

F. All statements made by the Proposer in the Proposal are true and accurate as of the Proposal submittal date.

IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

Witness

Witness

CORPORATE SEAL
(Where Appropriate)

PROPOSER:

BY: (SEAL)
(Authorized Signature in Ink)

E. RYAN WHITEHEAD
(Printed Name of Signer)

PRESIDENT
(Printed Title of Signer)

08/28/2023
(Date)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 28TH day of AUGUST, 2023, by E. RYAN WHITEHEAD, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as PRESIDENT of EVERETT WHITEHEAD & SON, INC. DBA: WHITEHEAD CONSTRUCTION, a FLORIDA corporation, and who severally and duly acknowledged the execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Directors or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgment)

Natasha Michele Parker (Name of Acknowledger Typed, Printed and Stamped)

NOTARY (Title or Rank)

HH398947 (Serial Number if Any)

NOTARY PUBLIC STATE OF FLORIDA
NATASHA MICHELE PARKER
MY COMMISSION # HH 398947
EXPIRES: June 21, 2027

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm _____ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal the date aforesaid.

_____ (Signature of the Person taking Acknowledgment)

_____ (Name of Acknowledger Typed, Printed and Stamped)

_____ (Title or Rank)

_____ (Serial Number if Any)

Affidavit of Prime Bidder

Non-Collusion The contractor/vendor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws City of Winter Haven will not intentionally award City contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

(Signed) _____
Name

E. RYAN WHITEHEAD, PRESIDENT
Title

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23. 2023

DATE: October 9, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Hiep Nguyen, Smart City Officer
Katrina Hill, Director of Public Affairs and Communications

SUBJECT: Purchase of Additional Modules of ZenCity Software Subscription (Tel Aviv, Israel)

BACKGROUND:

The City of Winter Haven has been utilizing the ZenCity platform since 2020 as a data-driven tool to analyze community sentiment through social media, especially for emergency and crisis management and response.

ZenCity is a cloud-based software platform for cities to incorporate data into decision making. ZenCity does this by collecting millions of data points from resident interactions and then transforms this data into real-time and ongoing insights using Artificial Intelligence. Local governments use ZenCity to prioritize resources, track performance and connect with their community.

Staff requests to add ZenCity 360 Essentials and Engage to the City's current subscription. The additional software modules will add the following capabilities:

- Community Surveys will provide statistically representative measures of performance and community satisfaction.
- Engage is a digital collaboration hub that provides the ability to gather input and share projects and policies with the community.
- Experience surveys are ad-hoc online surveys that can be used to measure and improve specific services.

The software purchase meets the City's procurement requirements.

FINANCIAL IMPACT:

The total cost of the addition of the ZenCity 360 Essentials and Engage software modules for a two-year term is $34,000.00. The annual cost is $17,000.00 and is funded in the Internal Services Fund in the Fiscal Year 2024 budget.

RECOMMENDATION:

Staff recommends the City Commission approve the purchase of ZenCity software subscription addendum for a two-year term for $34,000.00 and authorize the City Manager to execute all documents and take all other necessary actions related to the ZenCity software approved herein.

ATTACHMENT:

ZenCity License Agreement Addendum

License Agreement Addendum

This Addendum (the "**Addendum**") to License Agreement by and between Winter Haven, FL ("**Customer**") and Zencity Technologies US Inc. ("**Zencity**"), dated as of March 27, 2020 (the "**License Agreement"**) is entered into as of September 30, 2023 (the "**Addendum Date**").

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the License Agreement.

Whereas, the Parties wish to amend certain terms of the License Agreement as set forth herein;

Now, therefore, the Parties hereto agree to amend the terms of the License Agreement as set forth below.

1. **Term**. The Term of the License Agreement is hereby extended for a 24-month period commencing as of September 30th 2023 and ending on September 30th 2025 (the "**Renewal Term**"), after which the License Agreement shall automatically renew for successive periods of 12 months unless either Party provides notice of non-renewal at least 90 days prior to the end of such applicable term.

2. **Recurring Fees**. During the Renewal Term The Recurring Fees table included in the License Agreement shall be amended and replaced in its entirety as follows:

RECURRING FEES					
Name	**Product Description**	**Yearly List Price**	**Term**	**Discount**	**Discounted Yearly Price**
Zencity Subscription Renewal	Zencity Essentials 360 and Engage Pro	$22,000	2 years	23%	$17,000
				Total Fees	**$34,000**
				Total Billed Yearly	**$17,000**

3. **General**. This Addendum shall form an integral part of the License Agreement. Unless expressly specified herein, all other provisions, terms and conditions in the License Agreement shall apply and shall remain in full force and effect. In case of any contradiction or discrepancy between the terms of this Addendum to those of the License Agreement, with respect to matters described herein, the terms of this Addendum shall prevail.

In witness whereof, the parties have executed this Addendum, effective as of the Addendum Date.

Zencity	**Customer**

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 10, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Charles Bird, Assistant City Manager

SUBJECT: Winter Haven Fire Station No. 4 / Public Safety Facilities Guaranteed Maximum Price Amendment associated with the Design-Build Contract with Whitehead Construction, Inc., (Winter Haven)

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 (Winter Haven) to provide design and construction services for the City's new Fire Station No. 4 and 5 / Public Safety Facilities.

The Design-Build Contract Terms specified Whitehead will perform all tasks necessary to design, construct, and furnish Fire Station No. 4 / Public Safety Facility, as follows:

- Under this Construction Phase, all required building and site construction will be performed, and all furnishings will be installed.
- Whitehead will deliver the project ready and suitable for occupation for its intended uses by the City for a not-to-exceed amount to be known as the Guaranteed Maximum Price (GMP), which is the amount to be charged by Whitehead and paid by the City for the completion of the Constructed Work.
- The Construction Work is more specifically described as follows:
  - All facilities will be located on the City-owned property located on the N.E. corner of Fairfax Ave. and Polk State College Access Rd., in northeast Winter Haven.
  - Construction of an approximately 12,117 square foot Fire Station / Public Safety Building, more specially described in RFQ 22-40.
  - Construction of an approximately 5,280 square foot maintenance building.
  - Construction of site improvements not limited to potable water, sanitary sewer, fiber optic, natural gas, parking, drainage and paving.

FINANCIAL IMPACT:

The Guaranteed Maximum Price for the Design and Construction of Fire Station No. 4 / Public Safety Facility and Maintenance Building is $6,835,006.

Based on the GMP Proposal from Whitehead, the Project expenditures are detailed below:

Fire Station & Maintenance Bldg.-Design	$ 312,941
Fire Station & Maintenance Bldg.-Constr.	$6,522,065
Total	**$6,835,006**

The FY24 and FY25 budgets reflect $8,840,000 for construction of Fire Stations No. 4 and No. 5 collectively. The cost for Fire Station No. 4 will be paid from this allocated funding and was anticipated to be more expensive than Fire Station No. 5 due to a larger footprint and site specific accommodation needs. Fire Station No. 5 is anticipated to begin design within the fiscal year and staff is aiming to have an estimate prior to FY24-25 so any necessary offset can be budgeted for. This will likely extend the anticipated timeline for Station No. 5 to be operational.

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:

Design-Build Contract Addendum between the City of Winter Haven and Whitehead Construction, Inc.
Guaranteed Maximum Price Proposal – Fire Station No. 4 / Public Safety Facility
Site Plan

Guaranteed Maximum Price Amendment to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Whitehead Construction, 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 **Whitehead Construction, Inc.**, a Florida corporation (hereafter "Whitehead" or "Design-Builder") is made and entered into this _____ day of _____, 2023.

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 "Fire Station No. 4 / Public Safety Facility"; 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 the Fire Station No. 4 / Public Safety Facility, and (b) establish the specific framework for construction of the Fire Station No. 4 / Public Safety Facility and including specifications, timelines, and other conditions; 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 No. 4 / Public Safety Facility;

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 No. 4 / Public Safety Facility in accordance with the Design for the Fire Station No. 4 / Public Safety Facility 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 No. 4 / Public Safety Facility 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 $6,522,065.00 plus any change orders issued in accordance with the Design-Build Agreement and less any Owner credits as described in the Design-Build Agreement.

§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.

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IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Maximum Price Amendment as of the date first above written.

WHITEHEAD CONSTRUCTION, 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

WHITEHEAD CONSTRUCTION
Building Florida Since 1954

October 10, 2023

T. Michael Stavres, CPM, CPRP
Assistant City Manager
City of Winter Haven
500 3rd St NW
Winter Haven, FL 33881

Re: **Winter Haven Fire Station No. 4 GMP Proposal – 100% Design/VE Included (WC# 6508)**

Dear Mr. Stavres,

Whitehead Construction is pleased to provide the following GMP Proposal associated with the construction of the new Winter Haven Fire Station Number 4 as detailed in drawings prepared by The Lunz Group dated September 6, 2023, Carter|Kaye Engineering dated September 7, 2023, and Catalyst Design Group dated September 15, 2023 as well as the Storage Maintenance Building drawings prepared by the Lunz Group dated September 6, 2023. Our GMP proposal is based on the above referenced drawings, the Value Engineering options discussed and accepted during our meeting earlier this morning and the following scope of work:

GENERAL CONDITIONS

- Supervision
- Project management
- Design team
- Construction administration
- Insurance
- Job trailer
- Temporary facilities
- Temporary fence
- Dumpsters
- Payment and performance bonds
- Building permit fee allowance for both buildings - $20,000.00
- Builders Risk Insurance

FENCING

- Install 615 L.F. of black vinyl-coated 6' chainlink fencing around the Maintenance and Storage Building
- (1) 6’ H x 20’ Wide roll gate
- Relocate 550 L.F. of existing chainlink fencing on the south and east sides of the water treatment facility

SITEWORK

- Mobilization
- Construction layout and as-builts
- Maintenance of traffic
- 2,482 LF type III silt fence
- Temporary construction entrance
- SWPPP Monitoring
- Earthwork
    - Import Clean Fill Dirt 1,515 CY
    - Cut Out and grade proposed areas using cut materials and import (1,564 CY) to be placed and compacted as needed, grade building pad, roadway and parking areas and final grade at these scopes completion
- Asphalt parking
    - 4,351 sy 12" stabilized subgrade (lbr 40) at Light Duty Asphalt and Grass Parking
    - 1,560 sy 12" stabilized subgrade (lbr 40) at Concrete Paving
    - 4,024 sy 6" lime rock base
    - 4,024 sy 1.5" SP 9.5 Light Duty Asphalt
- Pavement Markings and Signage
    - (54) Parking Spaces, (3) Handicap Spaces W/ Signage
    - (3) Concrete Wheel Stops
    - (30 LF) Of 6' Wide Crossing with Two 12" Thermoplastic White Stripes
    - (44 LF) Of 24" White Stop Bar with R1 Stop Sign
    - (1,999 LF) of D Curb
    - (316) of Valley Curb
- Storm
    - 646 LF 18" ADS HP Storm Pipe
    - 213 LF 15" ADS HP Storm Pipe
    - 593 LF 6" DR35 PVC Storm Pipe
    - (2) 18" HDPE MES w/ Splash Pad and Rip Rap
    - (6) Type C Bubble-Up Structure
    - (10) Type F Inlet
    - (11) 6" Downspout Adapter Lateral
    - (13) 6" PVC Cleanout Assembly
    - (6) Rip Rap Rubble Area at Inlet
    - (1) Clean and Video Proposed Pipe
- Sanitary
    - (1) 6" Core Connect to Existing Manhole
    - 365 LF 8" DR26 Pipe
    - 53 LF 6" DR26 Pipe
    - (3) 4' Sanitary Manhole
    - (2) 6" Cleanout Assembly
    - (2) 6" Sanitary Service lateral w/ Cleanout
    - TV And Air Testing - Gravity Line

  - Open Cut and Repair Asphalt for Sanitary Connection (8 SY), Repair W/2" SP12.5 Asphalt Over 12" Crushed Concrete Base and (20 LF) Of Miami Curb Repair
- Potable Water
  - (1) 14” x 8" Wet Tap W/Valve/Box/Tag
  - (1) 14” x 6" Wet Tap W/Valve/Box/Tag
  - 502 LF 8" DR18 Water Pipe
  - 241 LF 6" DR18 Water Pipe
  - 183 LF 2" DR9 Water Pipe W/Associated Fittings
  - 137 LF 1" DR9 Water Pipe W/Associated Fittings
  - (1) 8" MJ 45 Bend
  - (1) 8" MJ 22.5 Bend
  - (2) 8” x 6” MJ Tee
  - (1) 8" X 6" MJ Reducer
  - (2) 6" MJ Tee
  - (1) 6" MJ 90 Bend
  - (1) 6” x 2” MJ Reducer
  - (1) 4” x 2” MJ Tee
  - (2) 4” x 1” MJ Reducer
  - (2) 2" MJ - CAP
  - (5) Sample Point
  - (1) 6" RPZ Backflow Assembly
  - (1) 4" RPZ Backflow Assembly
  - (1) 1.5" RPZ Backflow Assembly - Water
  - (1) 1.5" RPZ Backflow Assembly - Irrigation
  - (3) Fire Hydrant Assembly
  - Testing and Bactees
- Fire
  - 115 LF 4" DR18 Water Pipe
  - (1) 14" X 6" Wet Tap w/ Valve, Box and Tag
  - (1) 6" MJ Gate Valve w/ Valve, Box and Tag
  - (1) 4" MJ 90 Bend
  - (1) 4" MJ Cap
  - (1) 4" DDC Backflow Assembly W/FDC Pressure Testing
- Clearing
  - Clear All Trees Necessary for New Construction (3EA), Wire Fence (1,453 LF), Fire Line Sign To Be Removed (1 EA), Building Demo (190S.F.), Remove Garbage Enclosure and Concrete Pad100 S.F.), Drive Base Material To Be Removed (1,484 SY), Water Appurtenances (4 EA), Concrete Bins To Be Removed (128 LF)
- Sod
  - Bahai pond slopes 7,642 SY

LANDSCAPE/ SOD/ IRRIGATION

- (3) Cabbage Palm 14-20' CT
- (2) American Sycamore 1.75"CAL 12'HT

- (26) Southern Live Oak 2.5"CAL 12'HT
- (29) Bald Cypress 3"CAL 12'HT
- (12) Southern Red Cedar 12'HT
- (8) Natchez Crape Myrtle 2.5"CAL 8'HT Multi
- (30) Wax Myrtle 10-12'HT Multi
- (151) Yew Podocarpus 7 GAL 48” HT
- (56) Dwf Walters Viburnum 7 GAL 36" HT
- (221) Sweet Viburnum 7 GAL 24" HT
- (174) Coontie Palm 3 GAL 24" HT
- (146) White African Lily 3 GAL 18" HT
- (196) Formosa Azalea 3 GAL 18" HT
- (576) Yellow Canna 3 GAL 24" HT
- (108) African Iris 3 GAL 18" HT
- (110) Thyrallis 3 GAL 18" HT
- (144) Dwf Firebush 3 GAL 24" HT
- (468) Dwf Yaupon Holly 3 GAL 12" HT
- (485) Emerald Goddess Liriope 1 GAL 12" HT
- (274) Pink Muhly Grass 3 GAL 24" HT
- (81) Blue Plumbago 3 GAL 18" HT
- (99) Sand Cordgrass 3 GAL 24" HT
- (700) Dwf Fakahatchee Grass 3 GAL 24" HT
- (140) Dwf Walters Viburnum 3 GAL 24" HT
- (429) Perennial Peanut/Sunshine Mimosa 1GAL 4"HT Split Lay
- (481) Bulbine 1 GAL 6" HT
- (419) Minima Asian Jasmine 1 GAL 6" HT
- (12,535 S.F.) St Augustine Sod
- (71,575 S.F.) Bahia Sod
- (8,597 S.F.) Bahia Sod in pond bottom at SW corner of site, remaining pond bottoms to be seeded.
- Soil Testing, Irrigation and Sleeving

CONCRETE

- Excavate footing pads and perimeter stem wall
- Place rebar and pour foundations
- Grade, prep, pour and finish 4" Building Pad and 8" apparatus bay slab per plan
- Grade, prep, pour and finish 6" thick storage building slab
- Form, prep and pour 8" thick apparatus bay driveway aprons, reinforced with 6x6x2.9 WWF, 4,000 psi fiber mesh concrete
- Form, prep and pour 8" thick driveway aprons as shown
- Set and fill (38) 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
- Form, prep and pour site sign wall

- Provide value engineered foundations, more in line with industry standard, at Storage & Maintenance Building in lieu of those currently shown

MASONRY

- 8" and 12" CMU walls per plans on the fire station, dumpster pad, material storage

BRICK

- Supply and install modular brick and mortar per plan, to include all angles and ties
- **Brick Material Allowance…$1.25/Brick**

ROUGH CARPENTRY

- Exterior Framing
  - Install wood trusses
  - Install sub fascia
  - Install roof decking
- Install Hardie siding, flashing and trim
- Metal apparatus bay ceiling
- Interior Framing
  - Metal frame interior walls
  - Furr CMU wall with 1 ½ Z 1 ½ rigid
  - Frame ceilings
- 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

MILLWORK

- Plastic Laminate knee wall with Solid Surface Top and sink cut-out at Dining/Kitchen 120
- Plastic Laminate ADA Vanities with Solid Surface Tops and sink cut-outs at Rooms 134, 135, 139 and 140
- Plastic Laminate knee wall with Solid Surface Top and Base Cabinets at Reception Area
- Plastic Laminate Tops with End Panels at Bunk Rooms 117-124
- Plastic Laminate Base Cabinets, Drawer Banks, Wall Cabinets, Solid Surface Countertop at Clean Room 128
- Stainless Steel Wrap with Brackets at Tool Room 124
- Plastic Laminate Countertop with Brackets at Hall 127
- All necessary standard Cabinet Hardware
- Plastic Laminate Base and Upper Cabinets with Plastic Laminate Countertop in Storage Building Breakroom

INSULATION

- 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

- Furnish and install R-30 closed cell spray foam at roof deck with 10 mils of intumescent spray.
- R-30 roof and R-19 wall VRR insulation at storage building

ROOFING

- Install Pac Clad Tite Loc Plus smooth striated 2" x 16" x 24 GA. galvalume standing seam metal roof with high temp peel and stick underlayment
- Install 24 GA. prefabricated counter flashings
- Install 12" flush non-vented soffit panels and matching metal fascia
- Install 6" K style 24 GA. galvalume gutters and 4" x 4" downspouts per plan
- Flashing around penetrations as needed

DOORS

- 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 plans

OVERHEAD DOORS

- Supply and install (6) 14’-0" x 14'-4" Raynor SteelForm white commercial sectional doors with 2 rows of full view impact rated glass lites
- Lift clearance tracks
- Includes (6) Raynor control hoist commercial operators with Traffic Light package
- Supply and install (4) Janus intl. mdl 3100 white 10' x 10' coiling doors with chain hoists at Maintenance and Storage building

WINDOWS/ STOREFRONTS

- PGT 7720A Series Bronze Aluminum Windows Insulated Solar Control Low e-2 (Impact Glass)
- PGT 740 Series Bronze Aluminum Windows Insulated Solar Control Low e-2 with Egress (Impact Glass)
- PGT 7620A Series Bronze Aluminum Windows Insulated Solar Control Low e-2 at Maintenance and Storage Building (Non-Impact Glass)
- Storefront lobby entry door 100A and Window W2 per elevation with impact-insulated glass

STUCCO

- Furnish and install 7/8" stucco on 2.5lb metal lath on CMU at roof connection between apparatus bay and main building
- Furnish and install 7/8" stucco on 2.5lb metal lath above (6) Overhead Doors
- Furnish and install 7/8" stucco on 2.5lb metal lath on north elevation of apparatus bay wall

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, bollards and dumpster enclosure

ACOUSTICAL

- Install new 2' x 2' white ceiling tiles in white grid
    - Ceiling Tile: Armstrong #1490 Canyon
    - Ceiling Grid: Armstrong #7300 Prelude XL

FLOORING

Fire Station

- Sealed concrete in rooms 104, 105, 125
- Furnish and Install Anti-Static VCT in Room 118. Furnish and Install Rubber Floor in Room 110
- Furnish and Install Floor and Wall Tile in Rooms 134, 135, 139, 140. Wall Tile in 101, 129, 130, Including Basic Floor Prep, Premium Thinset and Grout
- Waterproofing in showers
- Furnish and Install Carpet Tile In 102, 103, 104, 111, 112, 113, 115, 116, 117, 121, 133, 145.
- Furnish and Install 4" Cove Base as indicated

Maintenance and Storage Building

- Furnish and Install 4" Cove Base All Rooms
- Furnish and Install Ceramic Wall Tile in Room 103 80" AFF on Walls

POLISHED CONCRETE

Fire Station

- Grade 1 grind, Class 1 shine (low satin shine), apply densifier, stain guard, high speed burnish and Polyurea semi-rigid joint filler to the following rooms:
    - 100, 106, 107, 108, 109, 120, 122, 124, 126, 127, 128, 129, 130, 131, 132, 136, 137, 138, 141, 142, 143, 144

Maintenance and Storage Building

- Grade 1 grind, Class 1 shine (low satin shine), apply densifier, stain guard, high speed burnish and Polyurea semi-rigid joint filler to the following rooms:
    - 101, 102, 103, 104

WINDOW TREATMENTS

- Furnish and install window roller shades 3% and blackout as specified

SCREEN ENCLOSURE

- Install a 10' x 14' screen-enclosed patio with insulated roof panels
- Includes 6" gutter

BATH ACCESSORIES

- (5) 24" x 36" Angle Framed Mirror
- (1) 18" x 36" Angle Frame Mirror
- (6) Soap Dispenser, Wall Mounted, Vertical
- (5) Towel Dispenser, Surface Mounted
- (2) Hand Dryer: Recessed, White, 115V

- (6) Toilet Tissue Holder: Dbl Roll, Surface Mounted, Satin S/S
- (2) 36" Grab Bar: 1-1/2" dia, Concealed flange, Satin S/S-Peened Grip
- (2) 42" Grab Bar: 1-1/2" dia, Concealed flange, Satin S/S-Peened Grip
- (16) Coat hook: Satin Stainless Steel
- (4) Medium Corner Shower Caddy
- (6) Towel Ring: Satin Stainless Steel

FIRE EXTINGUISHERS

- (4) 5 LB, 2A-10B:C Multi-Purpose FE [Tagged]
- (4) Fire Rated Extinguisher Cabinet: Semi-recessed 2-1/2" Trim, White Enamel, Vertical Duo Clear Acrylic Door, Red Vertical Decal Lettering

SPECIALTIES

- (13) 4' high stainless steel corner guards
- (3) Creekview powder coated bike racks
- (1) Creekview 32-Gal square litter receptacle with IPE slats

FLAGPOLE

- (1) EC 30' tall, spun aluminum, Eder Brand flagpole with external halyard (wind speed 104 unflagged 85 flagged) install in concrete

SIGNAGE

- (46) assorted Vista ADA signs installed on walls per specs
- (6) assorted Vista ADA signs installed on wall per specs for Maintenance Storage Building
- 12" x ¼" computer routed aluminum plate Times Bold upper-case letters reading "WINTER HAVEN FIRE STATION FOUR" stud mounted installed on Hardee board siding, seal penetrations with construction adhesive
- 5' tall/wide, low voltage, LED lighted, Cross logo, stud mounted on wall below letters connect to existing 120-volt 30-amp power on wall
- (1) 4' x 2" x 1/8" deep aluminum WHFD logo print and laminate, install with aluminum studs mounted to Hardee board, seal penetrations
- (1) 8" x 8" white aluminum Maltese Cross with Red reflective background installed on wall by entry
- Exterior Monumental Sign - 8" Block Style Cast Aluminum and 9" logo on Flat Aluminum. To be stud mounted to wall on 2" Stand-offs secured with construction adhesive

PEMB

- Provide and erect a 60’ x 88’ x 15’-3” pre-engineered metal building
- 26 Ga. 36" PBR exposed fastener wall sheets
- 26 Ga. “R" panel screw down roof in lieu of standing seam roof currently indicated
- 5' canopies, full length on both sides
- Gutters and downspouts
- PBR soffit panels
- R-30 roof and R-19 wall insulation

FFE

- Furniture, Kitchen, Lockers, Gear Racks, Laundry, Extractor and Dryer Equipment
    - Allowance $155,000.00
        - (6) recliners
        - (7) XL Twin Bed Frames
        - (7) XL Twin Box Springs
        - (7) XL Twin Mattresses
        - (7) Desk Chairs
        - (10) Lobby/Side Chairs
        - (1) Dining Table
        - (8) Dining Chairs
        - (1) Air Compressor
        - (1) Pressure Washer
        - (1) 30" Icemaker
        - (6) Bar Stools
        - (17) Ready Rack Gear Lockers
        - (12) Wood Lockers With Combination Locks
        - (1) Extractor
        - (2) Dryer Racks
        - (1) Range
        - (1) Coffee Brewer With (2) Decanters
        - (1) Dishwasher
        - (1) Refrigerator
        - (1) Freezer
        - (2) Drop Sinks
        - (1) Pot Rack

FIRE SUPPRESSION

- Design and install a complete automatic wet type fire protection system per NFPA-13 and local fire dept
- Provide 1-4" fire riser complete with control valve, water flow and tamper switch
- All interior piping shall be black steel sch 40 and sch 10
- Attic protection is included
- All fire sprinkler heads in finished ceilings shall be white semi-recessed
- All fire sprinkler heads in attic area shall be brass upright located within 12" of roof deck
- No fire sprinkler system required/provided at Storage and Maintenance Building.

PLUMBING

<u>Fire Station</u>

- Install complete plumbing system
    - CPVC Water Underground and PVC sewer drainage
- Provide all plumbing for sanitary, condensate, water and gas
- Drains to be Sch. 40 PVC
- Provide and install Schier GB-75 grease trap in lieu of SV10 sample port and Schier Solid interceptor SI-50 grease trap currently indicated.

- Provide and install galvanized airlines
- All plumbing to be stubbed 5' out of building

Maintenance and Storage Building

- Provide the following for the Maintenance and Storage Building
    - (1) Toilet
    - (1) Lavatory sink and faucet
    - (1) Urinal
    - (1) Shower valve and trim
    - (1) mop sink
    - (2) water heaters
    - (1) water cooler
    - (1ea) standard stainless utility sink & faucet in lieu of foot pedal-operated sink
    - (1) safety shower
    - (3) hose bibs
    - (1) floor drain
    - Provide and install (1ea) tank-style water heater, in lieu of (2ea) tankless water heaters currently indicated

HVAC

- Install a complete system per M pages
    - Carrier air conditioning and OSA
    - Duct at Fire Station for AC supply, return and outside air mains will be galvanized G90, metal, with external R6.5 fiberglass insulation
    - Provide fiberboard ductwork at Storage & Maintenance Building in lieu of metal ductwork currently indicated.
    - Duct for exhaust will be galvanized G90, made to SMACNA standards.
    - Eliminate ducted exhaust at Storage area of Maintenance Building, exhaust fan & louvers to remain
    - Greenheck Fire Dampers, Louvers, Exhaust and supply fans
    - Metalaire Grills & Diffusers
    - T&B by independent NEBB/ABBC certified firm
    - Provide and install 1, Denlar D1036D 36" kitchen exhaust hood, pre-piped with fire suppression, inline fan, NFPA101 with clock box, MKP manual pull station, testing and or certification included
    - Provide and install (1ea) 12' Green Heck HLVS fans at Fire Station.
    - Provide and install (1ea) 12' Green Heck HLVS fans at Storage & Maintenance Building.

ELECTRICAL

- Fixtures
    - (1) CF1, (8) CF2, (40) LA, (8) LAE, (13) LB, (9) LBE, (8) LC, (48) LD, (16) LDE, (5) LF, (4) LG, (13) LH, (6) LHE, (8) LJ, (3) LL, (9) LLE, (6) LR, (5) LRE, (15) X1
    - Provide (6ea) highbay LED light fixtures at Storage area of Maintenance Building in lieu of (20ea) round LED wet location pendant fixtures currently indicated.

  - Provide standard LED wall packs at exterior of Storage & Maintenance Building in lieu of cast aluminum wall sconces currently indicated.
  - Provide standard LED flat panel lay-in fixtures at office and breakroom of Maintenance & Storage Building in lieu of the LED recessed troffer style fixtures currently indicated.
- Site Lighting
  - (3) S3, (5) S4, (8) Direct burial pole, (8) Pull box with traffic cover
- Devices
  - (20) Ceiling mount occupancy sensor
  - (12) Momentary switch
  - (21) Wall mount occupancy switch
  - (11) Single pole switch
  - (14) Three-way switch
  - (3) Four-way switch
  - (14) Fan switch
  - (20) 0-10V Dimmer switch
  - (1) Floor box
  - (6) Cord reel
  - (106) Duplex receptacle
  - (34) GFCI receptacle
  - (10) GFCI W/P receptacle
  - (2) Quad receptacle
  - (3) N10-30R receptacle
  - (2) N15-50R receptacle
  - (3) N6-20R receptacle
  - (1) Hand dryer connection
  - (12) Overhead door red/green light connections
    - Overhead door red/green traffic lights, all boxes and conduit are included
- Communication
  - (6) In-ground communication handhole
  - (2) 4" PVC conduit with innerduct from Demarc to IT room
  - (3) 3" PVC conduit with innerduct from IT room to handholes as shown
  - (2) 4" PVC conduit to Antenna tower
  - (1) Antenna tower triad grounding
  - (8) Card reader box with conduit stub up (52) Data box with 1" conduit stub up
  - (13) TV FSR Backbox with 1" conduit stub up
  - (8) Volume control box with conduit stub up
    - Note 1; TV & speaker wiring by others
    - Note 2: Plywood Backboard by others
    - Note 3: Intercom and CCTV excluded, not shown on the above referenced drawings
    - Note 4: Fiber distribution panels by others
    - Note 5: Data wiring and terminations by others
    - Note 6: Innerduct included in quotation is Maxcell Edge 3.00", no spec for innerduct provided.
    - Note 7: Cable tray by others

- Equipment Circuits
  - (6) Overhead door
  - (2) HVLS fan
  - (1) EWH-1
  - (1) Compressor
  - (1) Ice machine
  - (1) Extractor
  - (8) Future door mag-lock power stub
  - (1) Future EV charger stub out of building
- Mechanical Circuits
  - (1) AHU-1,2,3,4,5
  - (1) CU-1,2,3,4,5
  - (1) OAH-1, OACU-1
  - (1) SF-1 & 2
  - (1) EF1-7
  - (1) MS-1 & 2
  - (2) Air dryer
  - (1) KEF, KSF hood fans
    - Note: Quotation includes all exterior disconnects as Nema3R in lieu of Nema4X
- Distribution Equipment
  - (1) CT Meter
  - (1) Main Service disconnect
  - (1) MDP 600A
  - (1) Panel MP1
  - (1) Panel LP1
  - (1) Panel PP1A
  - (1) Panel PP1B
  - Provide 200 amp MDP at Maintenance & Storage Building in lieu of 400amp panel currently indicated.
- Generator
  - (1) KOHLER Model 180REOZJG , EPA Certified Diesel Generator Set180kW, @ 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
- Site Utilities
  - (2) 3" conduit from utility transformer to main service disconnect each with 4-#350CU
  - (2) 3" conduit from generator to automatic transfer switch each with 4-#350CU
  - **$15,000 Utility Connection Fee Allowance has been included**
- Complete lightning protection system at Fire Station, no lightning protection provided at Storage & Maintenance Building.

FIRE ALARM

- This proposal is based on providing Notifier addressable Fire Alarm Equipment.
- This proposal includes Horn/ Strobes as shown on the contract drawings.
- This proposal includes all fire alarm devices as shown on the above-referenced drawings.
- No fire alarm system required/provided at Storage & Maintenance Building.

The total amount of this GMP proposal based on 100% drawings is **$6,522,065.00**

The total estimated time for construction is **(365)** calendar days from issuance of all applicable permits.

Items specifically NOT included:

- Impact fees, generator fuel, phone/data/computer wiring, TV's, gas grill for patio/ patio furniture, all kitchenware's, pots, pans, plates, cups and utensils, small hand tools, aluminum roll gate at the Maintenance and Storage Building.

It has been our pleasure to provide you with the above GMP proposal. If you have any questions, please feel free to contact our office at (863) 293-6473.

With Kind Regards,

E. Ryan Whitehead
President

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 4, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Resolution R-23-54:** The establishment of sidewalk café application fees as permitted in Section 21-104 of the Winter Haven Code of Ordinances

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BACKGROUND:

Chapter 21, Article II, Division 6, Section 21-104 establishes the requirements for sidewalk cafes located in the public right-of-way within the City. This section was originally established in October 2007, and was amended in August 2022 in preparation of the City's plans to create sidewalk cafés in the Commercial- Downtown (C-1) zoning district.

Section 21-104(1)c allows for sidewalk café application fees for the initial application and subsequent renewals to be set by a Resolution of the City Commission. Resolution R-23-54 seeks to set a fee schedule for sidewalk cafés which correlates with if infrastructure is existing or being created; uses utilizing the sidewalk café; and the square footage of the sidewalk cafe.

The proposed sidewalk café application fee schedule is shown in the table below.

SIDEWALK CAFÉ APPLICATION		**Fee**
FIRST APPLICATION	Sidewalk cafés using existing infrastructure in the public right-of-way/sidewalk	$150.00
	Sidewalk cafés creating infrastructure in the public right-of-way/sidewalk	$300.00
ANNUAL RENEWAL	Sidewalk cafés for uses other than restaurants, food sales/service, or alcoholic drinking establishments	$100.00
	Sidewalk cafés 200 square feet or less in area for restaurants, food sales/service, or alcoholic drinking establishments	$200.00
	Sidewalk cafés greater than 200 square feet in area for restaurants, food sales/service, or alcoholic drinking establishments	$300.00

Staff's review and analysis has determined the request is not restricted by the provisions of Section 14, Chapter 2023-304, Laws of Florida.

FINANCIAL IMPACT:

Resolution R-23-54 will establish fees for the review of sidewalk café applications, and establishing such fees will permit the City to recover some of the actual costs and expenses incurred by the City.

RECOMMENDATION:

Staff recommends the City Commission approve Resolution R-23-54.

ATTACHMENT:

Resolution R-23-54

RESOLUTION R-23-54

A RESOLUTION ESTABLISHING FEES FOR SIDEWALK CAFÉ APPLICATIONS AS PERMITTED BY THE WINTER HAVEN UNIFIED LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL RESOLUTIONS IN CONFLICT HEREIWTH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the Winter Haven Unified Land Development Code allows applications to be presented to the City for review to establish and renew sidewalk cafes; and

Whereas, the City of Winter Haven finds it necessary to recover costs associated with the review of sidewalk café applications; and

Whereas, Section 21-104 of the Winter Haven Land Development Code provides for the establishment of fees for sidewalk café applications by Resolution; and

Whereas, establishing such fees will permit the City to recover some of the actual costs and expenses incurred by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. Sidewalk Café Application fees are hereby established as set forth in Exhibit "A" attached hereto and made a part hereof.

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

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

4. The correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected copy of same with the City Clerk.

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 this 23rd day of October, 2023.

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit “A”
Page 1 of 1

SIDEWALK CAFÉ APPLICATION		Fee
FIRST APPLICATION	Sidewalk cafés using existing infrastructure in the public right-of-way/sidewalk	$150.00
	Sidewalk cafés creating infrastructure in the public right-of-way/sidewalk	$300.00
ANNUAL RENEWAL	Sidewalk cafés for uses other than restaurants, food sales/service, or alcoholic drinking establishments	$100.00
	Sidewalk cafés 200 square feet or less in area for restaurants, food sales/service, or alcoholic drinking establishments	$200.00
	Sidewalk cafés greater than 200 square feet in area for restaurants, food sales/service, or alcoholic drinking establishments	$300.00

CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 5, 2023

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-23-39:** Request by Latigo Winter Haven, LLC to amend Planned Unit Development Ordinance O-22-11. **General Location:** South of Coon Lake Road and lying between Lake Hart and Lake Reeves. The area covered by this request is 66.83± acres.

BACKGROUND:

Latigo Winter Haven, LLC, petitioner, requests the City amend Planned Unit Development Ordinance O-22-11. The property covered by this request is located south of Coon Lake Road lying between Lake Hart and Lake Reeves. The property contains approximately 66.83± acres and consists of woodlands, wetlands, and former citrus groves. PD-22-11 was adopted by the City Commission March 14, 2022, and allows 270 multi-family units, 180 townhouse/villa units, and 33 single-family lots.

The petitioner is requesting to revise PUD Ordinance O-22-11 as follows:

- Increase the number of multi-family units from 270 to 324;
- Decrease the number of townhouse/villa units from 180 to 168;
- Eliminate the 33 single-family lots; and
- Revise the concept plan to provide for open space on the eastern portion of the property and to move the northwestern multi-family building further to the east.

With the requested changes, the total number of potential residential units will be increased from 483 to 492. The petitioner indicated further environmental study of the property found the proposed single-family lots intended to be located on the eastern portion of the property are no longer viable. This area will now be open space. The increase in the number of multi-family units is due to the proposed building model, which now contains 36 units per building as opposed to 30 units per building.

In addition to the requested changes from the petitioner, staff has added two additional conditions addressing electrical vehicle charging infrastructure and installation of a landscape buffer along Coon Lake Road adjacent to the Verandahs at Traditions. No other changes to conditions adopted in 2022 are proposed.

SURROUNDING USES:

Surrounding uses include Lake Reeves, single-family residential (Savannah Pointe), an individual single-family residence, and townhouses (Traditions) to the north; single-family residential (Lake Ashton) to the east and south; and Lake Hart and single-family residential (Hart Lake Hills) to the west.

COMPREHENSIVE PLAN:

The current adopted 2035 Future Land Use on the property is Residential-Suburban. The requested amendment will result in a residential density of approximately 7.4 units per acre, which is consistent with this Future Land Use designation.

PUBLIC INFRASTRUCTURE:

This request increases the overall permitted development intensity of the subject property by 9 units; however, when combined with the elimination of 33 single-family lots, which typically results in higher service demands, there will likely be an overall decrease of demands on public infrastructure. At this time, sufficient utility and roadway capacity is available to support development on the subject property as requested.

Public school availability is highly variable due to frequent changes in school enrollments over the course of a year; therefore, available capacity is determined by the Polk County School Board at the time of final platting for subdivisions or upon final site plan approval for multi-family developments. Availability can be met by having capacity at the zoned schools or an adjacent zoned school as permitted under State Statute. Based on the maximum potential for up to 492 multi-family units (also includes townhouses and villas), up to 96 elementary, 23 middle, and 34 high school seats may be required. Additionally, a final concurrency determination is required to be made at the time of final development approval.

NOTIFICATION:

All public notification requirements for this request were met.

CHAPTER 2023-304 COMPLIANCE:

Section 14 of Chapter 2023-304, Laws of Florida, prohibits local governments situated within 100 miles of landfall of 2022 Hurricanes Ian and Nicole from proposing or adopting any moratorium on construction, reconstruction or redevelopment of parcels damaged or destroyed by either hurricane; any amendment to its comprehensive plan that is more restrictive or burdensome than the plan in effect on September 27, 2022; any amendment to its land development regulations that is more restrictive or burdensome than the regulations in effect on September 27, 2022; or any procedure concerning review, approval or issuance of a site plan, development permit or development order that is more restrictive or burdensome than the procedures in effect on September 27, 2022, unless both: (a) the proposal or adoption is initiated by a private party applicant; and (b) the subject of the proposal or adoption is property owned by the private party applicant.

The City of Winter Haven lies approximately 97 miles from Cayo Costa, Florida, which is the point of landfall of Hurricane Ian on the Florida peninsula, and approximately 92 miles from North Hutchinson Island, Florida, which is the point of landfall of Hurricane Nicole on the Florida peninsula.

Staff has reviewed the proposed Planned Unit Development Amendment and determined it to fall within the limited exception to Section 14 of Chapter 2023-304, Laws of Florida. According to materials on file with the City and with the Polk County Property Appraiser, the application for the proposed Planned Unit Development Amendment was filed by Latigo Winter Haven, LLC, a private party, and the parcel subject to the proposed Planned Unit Development Amendment is privately owned by Latigo Winter Haven, LLC. For compliance purposes, Staff recommends that the City Commission make formal findings of fact, pursuant to motion or resolution, that the City Commission is authorized to introduce and act on the proposed Planned Unit Development Amendment pursuant to Section 14(2) of Chapter 2023-304, Laws of Florida.

CONCLUSION:

Staff's review of the petitioner's request yields the following conclusions:

- The elimination of the proposed single-family lots and the slight increase in multi-family units will result in an increased amount of open/green space on the property, particularly on the easternmost portion of the property;

- The revised concept plan will provide for a greater setback of the multi-family buildings from the Hart Lake Hills Subdivision while preserving the previously approved setback from the Savannah Pointe Subdivision;

- At this time, there is sufficient water, wastewater, and roadway capacity to serve the petitioner's proposed residential development. With the upcoming opening of the new elementary school on County Road 653 and Old Bartow/Lake Wales Road public school capacity should be available at all grade levels;

- The proposed development intensity is consistent with the adopted Residential-Suburban Future Land Use; and

- The proposed residential uses will provide additional housing options to the southeastern portion of the City.

FINANCIAL IMPACT:

There is no direct financial impact to the City with this request. Future Ad-valorem Tax, Utility Tax, and utility sales revenues can be expected upon development of the property.

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

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, at their October 3, 2023 regular meeting, voted to recommend approval of this request. There were three (3) public comments relating to compatibility with surrounding single-family neighborhoods and additional traffic on local roads. With regards to these comments, funded improvements to Thompson Nursery Road will address roadway

capacity in this area; and, immediately adjacent to the subject property to the north, there are two residential communities containing attached units.

RECOMMENDATION:

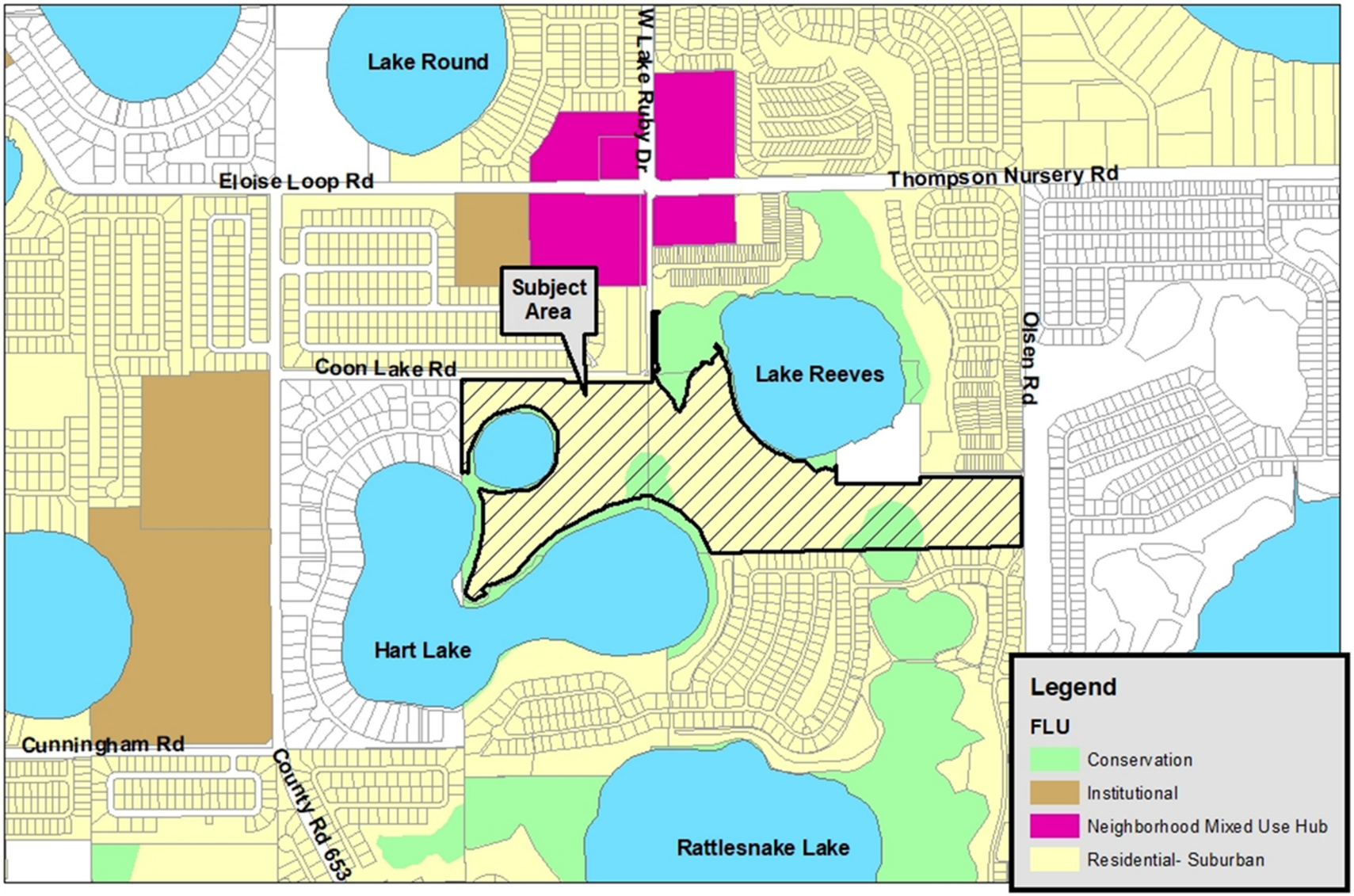
Staff recommends the City Commission approve Ordinance O-23-39.

ATTACHMENTS:

2035 Future Land Use Map
Zoning Map
Aerial Map
Ordinance O-23-39

WINTER HAVEN
The Chain of Lakes City

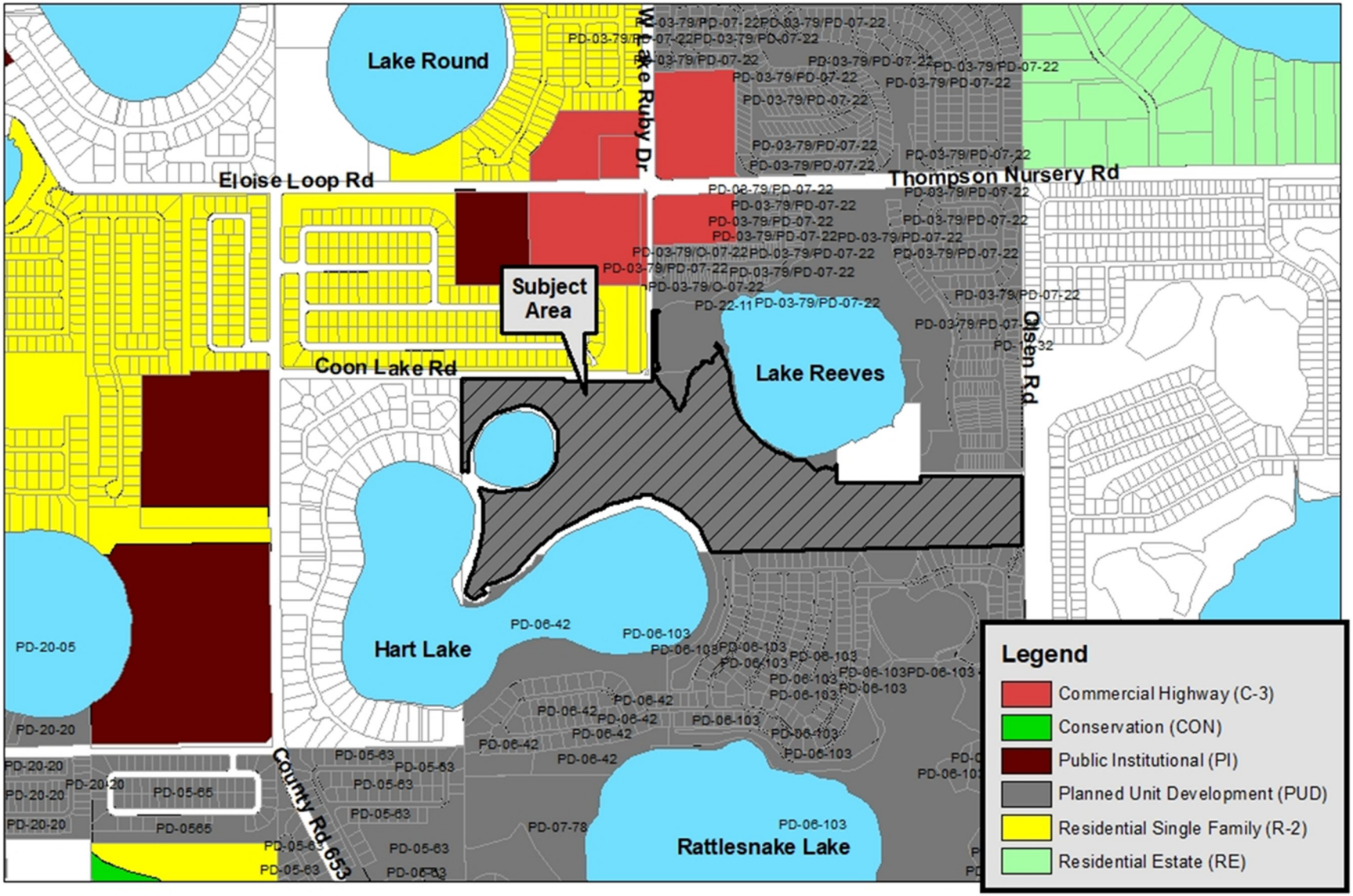
2035 Future Land Use Map
O-23-39



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

WINTER HAVEN
The Chain of Lakes City

Zoning Map
O-23-39



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WINTER HAVEN
The Chain of Lakes City

Aerial Map
O-23-39



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ORDINANCE NO. O-23-39

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY AMENDING PLANNED UNIT DEVELOPMENT ORDINANCE O-22-11; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The vacant parcel generally located south of Coon Lake Road and lying between Lake Hart and Lake Reeves. The area covered by this request is 66.8± acres.)

WHEREAS, there has been a request to amend an existing Planned Unit Development (PUD), and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2025 Winter Haven Comprehensive Plan, and;

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend Planned Unit Development Ordinance O-22-11 as further described in Exhibit "A" attached hereto and made a part of this ordinance.

2. The amendment to Planned Unit Development Ordinance O-22-11 shall be subject to the following conditions:

New language is underlined and deleted language is ~~stricken through~~.

A. Permitted uses shall be limited to the following:

- Up to ~~270~~ 324 multi-family units;
- Up to ~~180~~ 168 townhouse/villa units;
- ~~Up to 33 single-family lots~~
- Detached carports or garages; and
- Ancillary recreational amenities including clubhouses, swimming pools, recreational trails, public squares, and sports courts.

B. Lot and building requirements. Lot and building requirements shall be as indicated in the table below.

Lot and Building Requirement			Standard
Lot Width	~~Single-family Lot~~		~~Minimum 40 feet~~
	Townhouse/Villa Lot		Minimum 20 feet
Lot Area	~~Single-family Lot~~		~~Minimum 4,000 square feet~~
	Townhouse/Villa Lot		Minimum 1,800 square feet
Setbacks	~~Single-family~~	~~Front~~	~~Minimum 20 feet~~
		~~Side~~	~~Minimum 5 feet~~
		~~Street Side~~	~~Minimum 15 feet~~
		~~Rear~~	~~Minimum 5 feet~~
	Townhouse/ Villas	Front	Minimum 25 feet
		Side	Minimum 0 feet
		Street Side	Minimum 15 feet
		Rear	Minimum 0 feet
		Project Perimeter	Minimum 15 feet
		Building Separation	Minimum 15 feet
		Lake Hart	Minimum 40 feet from highwater elevation of 124.50 feet
	Multi-family Buildings	Lake Hart	Minimum 40 feet from highwater elevation of 124.50 feet
		Building Separation	Minimum 25 feet
		Hart Lake Hills Subdivision	Minimum 260 feet
		Savanna Pointe Subdivision	Minimum 200 feet

C. Villa/townhouse units located on the south property line, adjacent to the Lake Ashton subdivision, shall be limited to single-story units. Villa/townhouse units not located on the south property line, adjacent to the Lake Ashton subdivision shall have a maximum building height of 35 feet. Maximum building height at the ridgeline for up to six (6), 4-story multi-family buildings (total of ~~210~~ 252 units), as depicted on the attached concept plan, shall be 50 feet and, for up to three (3), 3-story multi-family buildings (total ~~60~~ 72 units), as depicted on the attached concept plan shall be a maximum of 40-feet at the ridgeline.

D. Multi-family buildings shall meet the following architectural design standards:

- All buildings shall utilize a pitched roof design.
- Individual buildings shall utilize projections on the front and rear elevations to give a varied appearance. The front and rear elevations shall be similar in appearance.
- The use of unscreened porches/balconies is required.

- All external lighting on the buildings shall be designed to direct light away from Hart Lake and towards the buildings. Complete illumination of the building's exterior shall not be permitted.

- Parking areas shall be screened with an opaque fence, wall, or landscape hedge to prevent headlights from glaring onto adjoining properties or Hart Lake.

E. Transportation

1. All internal rights-of-way shall be a minimum of 40 feet in width. Pavement of all roadways shall be a minimum of 20 feet in width and shall have curbs and gutters. All internal streets shall be privately owned and maintained by the development's homeowners' association or similar entity.

2. The main entrance road, off of Coon Lake Road, into the development shall contain a minimum 12-foot wide median from Coon Lake Road to the first internal roadway/driveway. Within the median a minimum of two (2) rain gardens shall be created with a minimum width of 4 feet and length of 15 feet. The median shall utilize a Type "F" curb and gutter; however, the design shall include openings diverting stormwater runoff into the required rain gardens. Additionally, within the median, one (1) overstory or two (2) understory tree(s) shall be planted every 100 linear feet. A minimum of fifty percent (50%) of the medians' groundcover must be of a living groundcover other than grass.

3. The developer shall dedicate additional rights-of-way along the development's frontage for Coon Lake Road so as to provide 30 feet of rights-of-way to the centerline. The developer shall pave Coon Lake Road, to current Polk County standards, from Thompson Nursery Road/Eloise Loop Road to the main entrance roadway. A minimum 8-foot, paved multi-use path shall be installed from the main entrance roadway west to County Road 653.

4. Sidewalks measuring a minimum of five (5) feet in width shall be installed on both sides of internal streets/driveways. The developer shall install, prior to platting, sidewalks measuring a minimum of six (6) feet in width on both sides of Coon Lake Road from Thompson Nursery Road/Eloise Loop Road to the main entrance roadway.

5. Street lighting designed to focus light downward shall be installed along all streets, including Coon Lake Road, at a ratio of no less than one (1) light per 300 linear feet of roadway. A street lighting plan shall be submitted to the City for review prior to submittal of the final subdivision plat. Street lighting shall be maintained at the expense of the developer, homeowners' association or similar entity, except for Coon Lake Road.

6. An updated traffic study, following methodology established by the Polk Transportation Planning Organization (TPO), shall be submitted at the time of site plan review. The traffic study shall be reviewed and approved by the Polk TPO. Should

this traffic study identify roadway or capacity deficiencies, the developer shall work with Polk County on developing mitigation strategies.

7. To facilitate installation of future electric vehicle charging infrastructure, electrical conduit shall be installed within the multi-family areas. At a minimum, conduit shall be installed to 10 percent of the required vehicle parking spaces, and a minimum of two Level 2 electric vehicle charging connections shall be installed.

F. Landscaping and buffering.

1. Yard trees. Yard trees shall be planted in the front and rear yard of each townhouse or multi-family building group at a ratio of one (1) tree per 25 linear feet of building frontage. Maintenance of the trees shall be the responsibility of the homeowners' association or similar entity.

a. Trees shall measure a minimum of 1 ¼ inches in caliper (DBH) at planting and no one species shall be used for more than 33 percent of the required trees.

b. Front yard trees shall be planted no further than 18 feet from the curb line; however, in no case shall a tree be planted closer than 3 feet from the sidewalk.

c. Rear yard trees within townhouse areas may be planted within a common lot.

d. Trees shall be selected from the table below.

Permitted Tree		**Permitted Yard (Residential Lots Only)**
Common Name	**Botanical Name**	
Live oak	Quercus virginiana	Rear yard only
Shumard oak	Quercus shumardii	Front or rear yard
Sand live oak	Quercus geminata	Front or rear yard
Red maple	Acer rubrum	Front or rear yard
Sycamore	Plantanus occidentalis	Rear yard only
Sweetgum	Liquidambar styraciflua	Rear yard only
Pignut hickory	Carya glabra	Rear yard only
Scrub hickory	Carya floridana	Rear yard only
Florida elm	Ulmus americana var. floridana	Front or rear yard
Winged elm	Ulmas alata	Front or rear yard
Chinese elm	Ulmas parvifolia	Front or rear yard
Crape myrtle	Lagerstroemia indica	Front yard only
Tabebuia	Tabebuia chrysotricha Tabebuia heptaphylla Tabebuia impetiginosa	Front or rear yard
Sand pine	Pinus clausa	Front or rear yard
East Palatka holly	Ilex attenuate	Front or rear yard
Chichasaw plum	Prunus angustifolia	Front or rear yard
Ligustrum tree	Ligustrum recurvifolium	Front yard only

e. Trees shall be installed by the homebuilder prior to issuance of a Certificate of Occupancy.

2. Parking lot canopy trees. The developer shall install and maintain tree canopy coverage equal to 40 percent of impervious driveway and parking areas on site. Tree canopy coverage shall be achieved through the use of a variety of at least 4 different species of trees selected from the table below.

Permitted Tree		Canopy Credit
Common Name	**Botanical Name**	
Shumard oak	Quercus shumardii	1,250 square feet
Sand live oak	Quercus geminata	500 square feet
Red maple	Acer rubrum	700 square feet
Sweetgum	Liquidambar styraciflua	700 square feet
Florida elm	Ulmus americana var. floridana	700 square feet
Winged elm	Ulmas alata	700 square feet
Crape myrtle	Lagerstroemia indica	125 square feet
Tabebuia	Tabebuia chrysotricha Tabebuia heptaphylla Tabebuia impetiginosa	500 square feet
Longleaf pine	Pinus palustris	500 square feet
Slash pine	Pinus elliottii	500 square feet
Sand pine	Pinus clausa	500 square feet
Bald cypress	Taxodium distichum	500 square feet

3. Landscape buffers shall be as provided in the table below.

Buffer	Buffer Width	Required Overstory Trees	Required Understory Trees	Required Large Shrubs	Fence/Wall Requirement
Coon Lake Road	Minimum 15 feet	2	3	7	Optional 6-foot opaque
Hart Lake Hills Subdivision	Minimum 20 feet	4	5	18	Optional 6-foot Opaque

4. A buffer shall be installed along that portion of Coon Lake Road abutting the improved portion of the Verandahs neighborhood in Traditions as depicted by Exhibit "C", attached hereto and made a part hereof. At a minimum, this buffer shall consist of four (4) understory trees per 100 linear feet and a minimum 6-foot opaque fence.

G. No clearing or burning of the development site shall occur until the Southwest Florida Water Management District permits have been received. No burning of vegetation shall occur without a permit from the City. When permitted, burning shall occur during weather conditions that allow for the vertical evacuation of smoke from the site.

H. All development activities shall remain outside of all designated wetland areas unless authorized by a State or Federal agency.

I. Marine structures. All marine structures shall follow the requirements contained in Section 21-103(b) of the Winter Haven Code of Ordinances with the exception of the following requirements:

1. The total number of docks/piers permitted on Hart Lake shall not exceed three (3).

2. A maximum of one (1) dock shall be permitted on Lake Reeves.

3. Docks/piers shall be limited to a length not to exceed 100 feet from the highwater elevation of 124.50 feet.
4. The surface area for each individual dock shall not exceed 1,000 square feet including the main access walkway, platforms, and roof area as measured along a horizontal plane. Further, total roof area for each dock shall not exceed 500 square feet.

5. Individual villa/townhouse lots shall not be permitted docks.

J. Public school concurrency shall be reviewed at the time of site plan submittal. Should school capacity at any level (elementary, middle, or high) not be available at the time of site plan review, the site plan shall not be approved unless the developer reaches a mitigation agreement with the Polk County School Board. Mitigation strategies shall be geared towards providing sufficient student stations to accommodate the number of students generated by the development within three (3) years of a signed agreement.

K. All development shall be consistent with the attached conceptual plan as depicted in Exhibit “B”; however, deviation from the conceptual site plan, including changes which may impact specific interior lot configuration, to address safety, design, technical, wetland, or permitting issues identified during formal site plan review may be permitted. The shown layout of residential lots and infrastructure is for illustrative purposes.

L. Where not specifically addressed in this Planning Unit Development, standards and regulations for the R-3 zoning district shall be followed

M. All other code requirements not mentioned herein shall apply.

3. This ordinance shall not be codified, but the City Clerk shall retain this ordinance as a permanent record of action taken by the City Commission of the City of Winter Haven.

4. The correction of typographical and/or scrivener’s errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

5. All ordinances in conflict herewith are hereby repealed.

6. This Ordinance shall be effective immediately upon passage at second reading; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 23rd day of October, 2023.

PASSED on second reading this 13th day of November, 2023.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit “A”

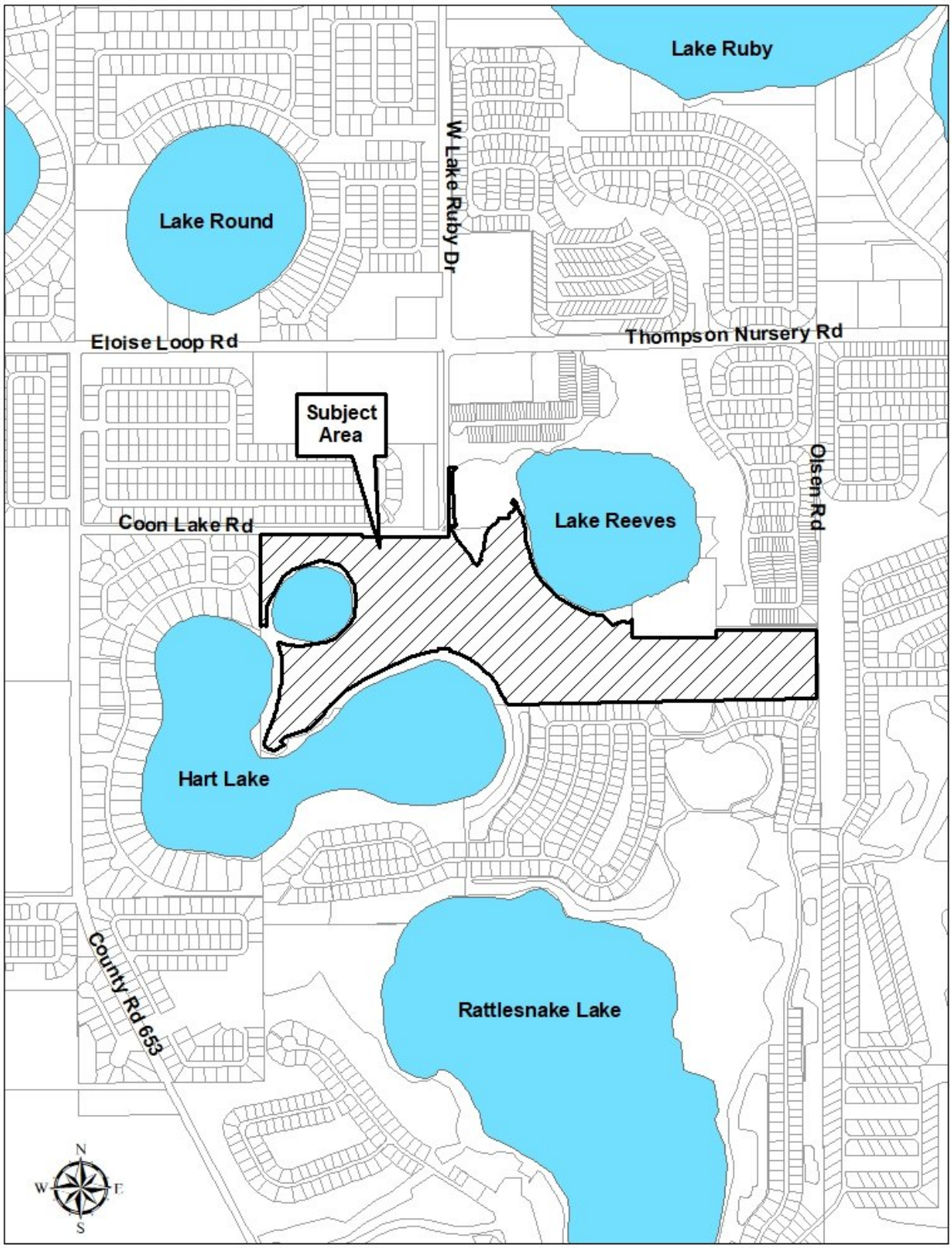

Lake Ruby
Lake Round
W Lake Ruby Dr
Eloise Loop Rd
Thompson Nursery Rd
Subject Area
Olsen Rd
Coon Lake Rd
Lake Reeves
Hart Lake
County Rd 653
Rattlesnake Lake
N
W
E
S

Exhibit “B”
Conceptual Site Plan



Exhibit “C”
Coon Lake Road Buffer Adjacent to Verandahs Neighborhood



CITY OF WINTER HAVEN FACT SHEET
CITY COMMISSION MEETING
October 23, 2023

DATE: October 9, 2023

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
Mark W. Bombard, Water Department Assistant Director

SUBJECT: Authorization to negotiate contract for Public-Private Partnership (P3) for the East Winter Haven Aquifer Recharge and Wetland Restoration Project.

BACKGROUND:

On August 17, 2023, the City issued a Public Notice identifying the receipt of an Unsolicited Proposal for a Public-Private Partnership UP-23-38, Unsolicited-Opportunity for ecological and hydrological wetland restoration with aquifer recharge project, based on a proposal received on March 31, 2023 for the East Winter Haven Aquifer Recharge and Wetland Restoration Project. The Public Notice required additional qualified proposals to be submitted on or before October 9, 2023. No additional proposals were received.
The unsolicited proposal submitted by Resource Environmental Solutions, LLC (RES) is for a turnkey, public private partnership project that provides aquifer recharge and wetland restoration consistent with the City of Winter Haven's goals and intent for the One Water Winter Haven "Sapphire Necklace" initiative to be located at the East Winter Haven Aquifer Recharge and Wetland Restoration at Bradco Farms.

FINANCIAL IMPACT:

There are no financial impacts associated with the negotiation of a contact. If an acceptable agreement is negotiated, staff will present the agreement and contract at a future Commission Meeting for review and acceptance.

RECOMMENDATION:

Staff recommends the City Commission authorize the City Manager, or his designee, to negotiate a contract for East Winter Haven Aquifer Recharge and Wetland Restoration Project with Resource Environmental Solutions, LLC (res) and take any and all actions necessary thereto.

ATTACHMENTS:

Public Notice - Public Private Parnership
Unsolicited Proposal from Resource Environmental Solutions, LLC (RES)

CITY OF WINTER HAVEN, FLORIDA

NOTICE OF UNSOLICITED PROPOSAL FOR PUBLIC-PRIVATE PARTNERSHIP

OPPORTUNITY FOR ECOLOGICAL AND HYDROLOGICAL RESTORATION

City of Winter Haven
Procurement Office
500 Third Street NW
Winter Haven, FL 33881
Office: (863) 298-5556
Hours of Operation:
Monday - Friday 8:00 am - 5:00 pm.

LEGAL ADVERTISEMENT

NOTICE OF UNSOLICITED PROPOSAL FOR PUBLIC-PRIVATE PARTNERSHIP

OPPORTUNITY FOR ECOLOGICAL AND HYDROLOGICAL RESTORATION and WATER SUPPLY PROJECT

The City of Winter Haven, Florida ("the City"), has received an unsolicited proposal submitted in accordance with the provisions of Section 255.065, Florida Statutes, Florida's Public-Private Partnership Act, for a regionally significant water supply, aquifer recharge, wetland restoration and treatment recreation area project ("the Project") located in the City. In addition to funds that may be made available by the City at its sole discretion, the entity which has submitted the unsolicited Project proposal shall secure any and all remaining Project financing through publicly available funding sources and/or funding sources available to local governments in the state of Florida for the design, construction, operation, and maintenance of an approximate 600-acre wetland restoration and water supply and recharge project that may span public and private lands controlled by the entity making the proposal. The fee simple interest in the underlying real property, and ownership of the Project, shall be conveyed to the City upon the successful implementation and establishment of the proposed Project, following expiration of the proposed maintenance period.

The Project shall capture excess surface and reclaimed water, which shall be treated prior to being recharged to improve future water supply availability, reduce flooding in the region, improve water quality of surface water discharges from the project area, improve hydrologic connectivity and management in the region as well as restoration and enhancement of specified wetland functions and values including, but not limited to, wildlife habitat, and floodplain restoration. The Project shall be publicly accessible and provide recreational and scenic amenities. As a premier water resource conservation, treatment, and management feature within the City, the project shall demonstrate the level of performance and standards by which future projects will be evaluated for their ability to provide a multi-benefit solution for the water resource and ecological challenges in the region.

Under Florida's Public-Private Partnership Statute 255.065, the City is required to publish notice of the acceptance of an unsolicited proposal and a willingness to accept other proposals. In this *Notice of Unsolicited Proposal for Public-Private Partnership* and notice of *Opportunity for Ecological and Hydrological Restoration and Water Supply Project*, the City hereby seeks qualified Respondents to prepare and submit proposals for multi-benefit solutions that address present and future water supply, aquifer recharge, wetland function and water resource enhancement/restoration objectives within the City and region. Responsive proposals shall be required to address financing, land ownership and/or acquisition, site location(s), design, construction, operation, and maintenance of an equivalent project, and project objectives, in terms of project size, water supply and aquifer recharge benefits, water quality benefits, wetland restoration and enhancement benefits and floodplain restoration benefits on publicly accessible and/or private lands for which the qualified Respondent can gain and maintain control within 30 days of proposals being submitted to the City for consideration. Proposals must provide reasonable assurances that the proposed project shall achieve the benefits proposed within the submittal.

To be considered a qualified Respondent, the entity submitting a project proposal must have experience and a demonstrated track record in the financing, design, construction, operation, and maintenance of regionally significant multi-benefit public water resource and ecological infrastructure projects, along with the capacity to bond the entire contract value through the end of the contract term and acquire and finance any necessary land the respondent believes is necessary to fully execute the project. The City reserves the right to determine, in its sole discretion, whether the entity submitting a project proposal is qualified based on the information and data submitted in support of the entity's experience and track record.

To be responsive, a project proposal must accommodate future City facility planning on the identified site location(s) for a public Class A office space campus. No proposal will be entertained by the City that: (1) limits or restricts the type(s) and kind(s) of land use(s) that can be assigned to the identified site location(s); or (2) imposes restrictive covenants on the identified site location(s) that will have the practical effect of limiting or restricting the City's or the entity submitting a project proposal's eligibility for any reasonably available public or private funding opportunity.

The entity submitting a project proposal must be willing to convey the property, and all improvements thereon, to the City upon the end of the proposed project agreement term.

Pursuant to Section 287.05701, Florida Statutes, the City shall not request documentation of or consider any entity's social, political, or ideological interests when determining if the entity is responsible or qualified and the City shall not give preference to any entity based on the entity's social, political, or ideological interests.

Information about this Public-Private Partnership opportunity may be requested via the City of Winter Haven's website at https://www.mywinterhaven.com > "See Bids"

Any entity that has an interest in submitting a competing proposal under the provisions of Section 255.065, Florida Statutes, is hereby invited to submit a proposal in compliance with the provisions of Section 255.065, Florida Statutes. Proposals that do not fully address each of the items

required in this notice, and proposals that do not comply with the provisions of Section 255.065, Florida Statutes, will be deemed "non-responsive" by the City in its sole discretion. Proposals shall be submitted electronically to the City via the e-procurement platform prior to the deadline of **2:00 pm**, **October 9, 2023**. The unsolicited proposal, and all timely submitted responsive competing proposals, if any, shall be evaluated by the City pursuant to Section 255.065, Florida Statutes, and applicable public procurement rules, restrictions, laws and requirements. In the event the City determines to proceed with a public-private partnership in response to the unsolicited proposal, or in response to a competing responsive proposal, any resulting interim or comprehensive agreement negotiated shall be in accordance with all applicable federal, state, and local laws, inclusive by way of explanation and not limitation Section 255.065, Florida Statutes, and applicable public procurement rules, restrictions, laws and requirements. The City shall not be liable to any party for any costs incurred by an entity submitting a project proposal of any kind, inclusive by way of explanation and not limitation proposal preparation costs and proposal submittal costs, in response to this notice. Proposals cannot be submitted after the deadline announced in this notice.

Dated this 17th day of August, 2023.

Bethany Owen

Procurement Manager
City of Winter Haven, FL

Instructions:

The Winter Haven Sun/LEGAL AD – Bid Notices

PUBLISH: *August 23 and Sept 6*

PLEASE FURNISH PROOF OF PUBLICATION



City of Winter Haven

Unsolicited Proposal:
East Winter Haven Aquifer Recharge and Wetlands Restoration Project

Polk County, Florida

March 31, 2023

Ansley Tilley, PE
Director, Alternative Delivery Solutions
atlley@res.us | 305.342.3330

RES
34 East Pine Street
Orlando, FL 32801

March 31, 2023

Gary M Hubbard, P.E.
Director of Winter Haven Water, City of Winter Haven
401 6th Street SW
Winter Haven, FL 33881

RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project

Dear Mr. Hubbard,

On behalf of HGS, LLC, a wholly-owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES"), we are pleased to provide this proposal for a turnkey, public private partnership project that provides aquifer recharge and wetland restoration consistent with the City of Winter Haven's ("City") goals and intent for the One Water Winter Haven "Sapphire Necklace" initiative.

As a national leader in providing ecological and environmental restoration services, we place significant emphasis on developing teams that can bring the best solutions to our clients. We are confident that our strategically developed team of in-house professionals and consultants will enable the City to present a cost-effective and successful turnkey One Water project to the stakeholders and citizens of the community, and represent Winter Haven as a model for delivering high quality and high performance projects using a creative and expedited approach.

Our team includes professional engineers and scientists who are experienced in water resources and environmental sciences and who have dedicated their careers to developing natural system solutions integrated with and into our growing, modern world. These technical specialists and subject matter professionals are supported by business, government, and legal professionals rooted in the environmental and land use markets to ensure each of our solutions are not only technically proficient, but also fully vetted from a financial, political, and legal position for both RES and the City. RES provides the turnkey model that takes you from concept through permit compliance and includes everything in between to ensure the desired project outcomes are met.

We are happy to answer any questions you may have and commit to making ourselves and our team available to the City as we move forward together.

Regards,

Mary Szafraniec, PhD, PWS
Director, Water Quality Initiatives
mszafraniec@res.us | 813.748.3625

Ansley Tilley, PE
Director, Alternative Delivery Solutions
atilley@res.us | 305.342.3330

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Winter Haven and Changing Landscapes

Situated in the Peace Creek watershed of Florida's Heartland, which includes the Winter Haven Chain of Lakes, a priority natural resource for the City and the Southwest Florida Water Management District (SWFWMD), the City is uniquely positioned within an essential surface and groundwater headwater to the greater Peace River Basin that begins within Polk County. The Peace Creek watershed is approximately 150,000 acres in size and approximately 11% of the Peace River Basin. From its beginning in Winter Haven, Peace Creek flows into the Peace River, which extends 110 miles south to Charlotte Harbor and the Gulf of Mexico. The water in this watershed is the primary source for all uses in the Peace Creek watershed. As one of the fastest growing communities within the state and the nation, the demand for water grows as does the need for sustainable management and treatment of water to provide water of sufficient water quality and quantity for generations to come.

With an estimated 1,000 people per day moving to the state, potable water in Central Florida is projected to not meet the regional demands by 2025 without causing environmental harm to surface water bodies such as wetlands, springs, and lakes. The One Water Winter Haven-Sapphire Necklace initiative, spearheaded by the City, takes an innovative and sustainable approach to ensuring and securing future City water sources through the restoration of lakes and wetlands, using alternative water supply sources to recharge groundwater resources. Through the Sapphire Necklace connected network of water resources, the most suitable areas for development and conservation are balanced with the needs of water storage, reuse, and recharge. This comprehensive planning effort optimizes water for environmental benefits as well as consumptive use while conserving, preserving, and restoring for future environmental and community needs.



Aerial view of Winter Haven, Polk County, FL 1924, Photographed by Robert E. Dahlgren

Changes to Florida's landscape and the significant and ever-increasing population over the past 100 years has placed a strain on Florida's water resources. Water quality and availability of fresh water are two issues that have become a growing problem, requiring communities and state agencies to allocate more resources towards better managing our water resources. Improving the health of Florida's water resources is critical to Florida's future as many of the water bodies in Florida are listed as impaired, not meeting water quality standards, or are insufficient to meet water supply demands for growing communities and the environment. Droughts in the past few decades have advanced discussions on improving water quality and water supply. With water as one of the most vital natural resources maintaining Florida's environment and economy, unique and novel solutions to implement innovative approaches to ensuring water is available for all future needs, cannot wait.

The City has developed the Sapphire Necklace program to implement a multi benefit restoration plan recognizing that opportunities to restore the natural landscape within this chain of lakes system remains a viable path forward. However, the plan's objectives and goals can only be achieved with properly designed integrative and comprehensive restoration projects that will yield multiple overlapping benefits for the community, including water supply, water quality treatment, flood protection, ecological enhancement, and preservation of natural resources for the enjoyment of citizens.

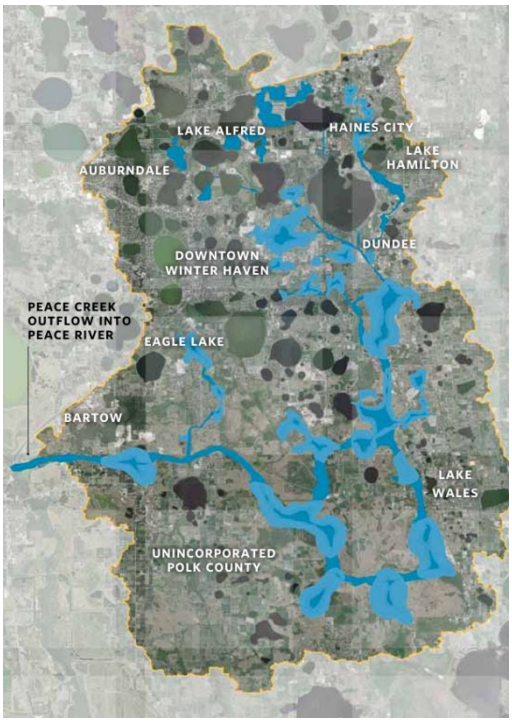
Peace Creek Watershed

Historically, Florida's natural landscapes efficiently provided water storage through surface water systems (lakes, rivers, and streams) and groundwater (aquifers). This nature made system allowed water to attenuate across the landscape, providing for natural filtration and water quality treatment prior to the water being returned to the aquifer system. Wetlands interlaced across the natural system provided habitat and ecosystem services along with resilient system capture that allowed high and long duration flows during large storm events; providing important additional surface water storage and conveyance. Extensive hydromodification and/or complete loss of these water storage and conveyance features has reduced the

resiliency and effectiveness of the watershed to store and treat the water, thereby causing the growing concern and driving the need to improve water quality and quantity conditions at the watershed scale.

Currently there are over 50 waterbodies in Polk County identified by the Florida Department of Environmental Protection (FDEP) as impaired because they do not meet their designated uses with a large majority having FDEP adopted Total Maximum Daily Loads (TMDLs) for 70 different water quality parameters. Further, Polk County and its co-permittees, including the City, have a regulatory obligation to reduce pollutant loads under their National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer (MS4) Permit (FLS000015). Part VIII of the MS4 permit requires permittees to prioritize and self-implement TMDLs not covered under an adopted Basin Management Action Plan (BMAP) or other restoration alternative plan (e.g., a Category 4e plan).

Voluntarily, and in lieu of adopting additional TMDLs, Winter Haven, Polk County and other local partners are working to propose alternative restoration plans (4e plan) for various waterbodies. The Environmental Protection Agency (EPA) approved Polk County's 4e plan for Lake Eva (Lakeland) in February 2021, and the 4e plan for Saddle Creek, located at the southern end of Lake Hancock (Bartow), was approved in 2019. The latest 4e plans are in development for the Hamilton Chain of Lakes (Winter Haven). These plans allow for a comprehensive, community-based approach to meeting the targets and goals for improving water quality within the region through projects like this and the Sapphire Necklace Program. Water quality projects that are implemented under this program for impaired waterbodies can be accounted for in a 4e plan or BMAP, if a TMDL is already in place.

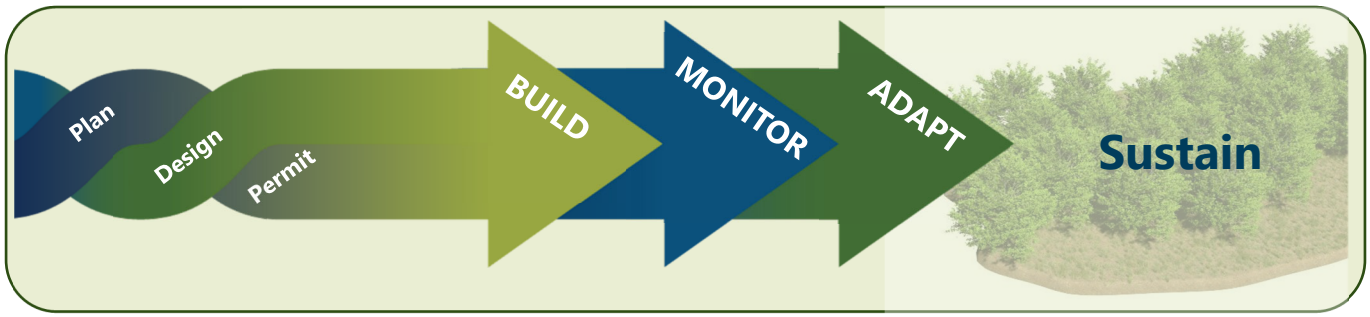


Visual of the Winter Haven Sapphire Necklace included in the City Sustainable Water Resource Management Plan. Graphic developed by Atkins.

Getting Ahead with a Project Solution Today

The Sapphire Necklace Aquifer Recharge and Wetlands Restoration

RES recognizes the challenges faced by the City, which includes changes to the landscape and the historic impacts associated from agricultural production and urban development within the watershed. These changes have created a disturbance and disconnection of the natural system by ditching, draining, and changing the sheet flow of the area over time within the Peace Creek Watershed and Peace River Basin. Therefore, RES has developed a concept plan for a turnkey solution that is consistent with the goals of the City and the Sapphire Necklace Program. RES's proposed concept plan is to connect multiple water sources, whilst improving water quality and water supply within the surface/groundwater system, which is consistent with the goals of the Sapphire Necklace that seeks to protect and restore the natural resources of Winter Haven through Sustainable Water Management. These goals are shared by RES and its technical and investment partners. **The concept proposed by RES replenishes the watershed through a programmatic, long-term approach, which provides flexible contract and payment terms at a fixed price that includes monitoring, maintenance and adaptive management, with payments tied to milestones and outcomes. This allows RES the ability to take on regulatory and project performance risk as well as provide price certainty to the City during a time of drastically escalating construction costs.**



Financial Resources Provide Assurances to the City and Transfer Risk to RES

From the start of project inception, RES begins by reviewing issues and developing design and development strategies that inherently reduce risk in project performance, operations, and long-term maintenance. As a full delivery project provider, we view projects from the "long view" since our work and our obligations to the client and project do not stop when construction is complete. We carry the obligation through several years of performance and permit compliance and all issues and adaptive management are RES's to resolve technically and financially. **Thinking, designing, building, and maintaining with the mentality of an owner leads to better design and operational decisions for a durable, lower maintenance facility.** By having competent implementation partners with the experience and resources necessary to handle issues when they arise for ecological restoration projects, we address these ongoing risks and liabilities. Further, RES can provide liability transfer for our clients through one, or a combination, of several mechanisms including contractual indemnification and surety bonding for the life of our agreement. This is an assurance that very few in this industry can provide, ultimately ensuring our performance to allow mother nature to do her best is how RES does business every day.

TRANSFER OF PROJECT MANAGEMENT RISK

RES will be responsible for each stage of development, inclusive of land acquisition (as appropriate), planning, permitting, construction, monitoring, and maintenance until project performance goals are consistently achieved. Furthermore, our delivery model establishes a contractual obligation for the performance requirements of each project **taking full responsibility and ownership for delivery**.

TRANSFER OF PERFORMANCE RISK

The performance-based RES model releases the permittee from performance liability, incentivizes RES to react and respond quickly to address site performance, and results in price certainty for the City. This eliminates the need for the City to hold reserves for potential price escalations, contingency or adaptive management measures. RES' commitment to maintenance spans the entire performance period of the project until the final closeout and project turnover. The entire contract between the City and RES is accomplished without change orders while addressing all adaptive management and remedial actions necessary to maintain performance compliance.

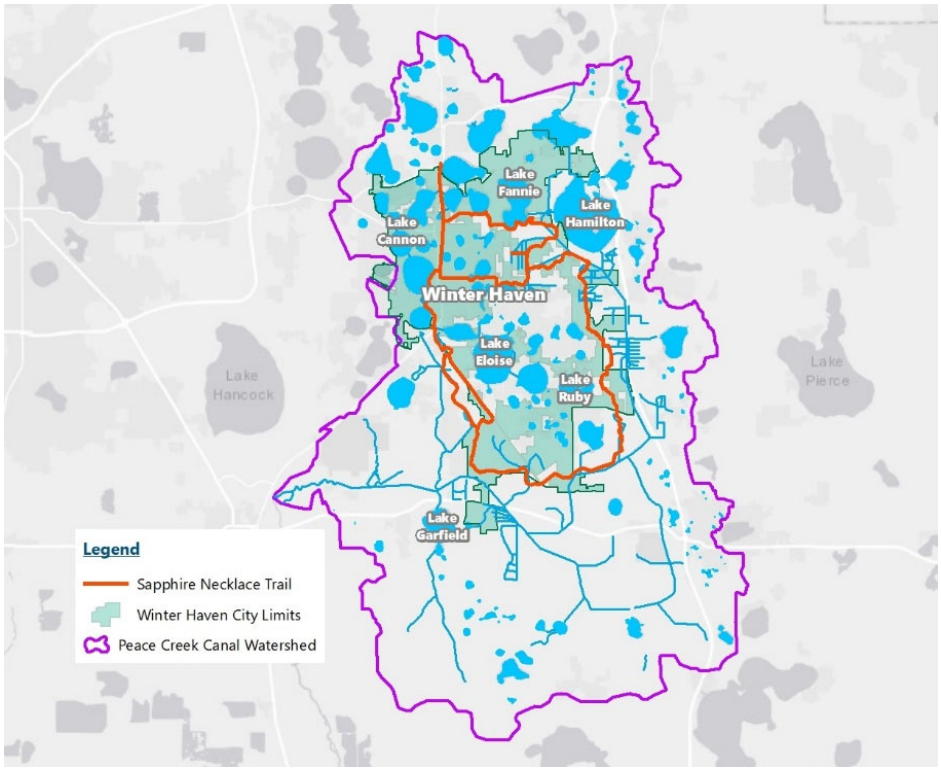
TRANSFER OF FINANCIAL AND FUNDING RISK

RES can provide financial liability transfer and price certainty through a variety of mechanisms, including contractual indemnification and surety bonding for the life of our agreement. This is an assurance that few companies in this industry can provide. In addition to a strong balance sheet, RES maintains an aggregate bonding capacity of greater than $500 million with A+ rated sureties which can be used to securitize both the financial assurances required by the regulatory agencies and the contractual liabilities associated with delivering on operational obligations over time. Whether providing bonding for regulatory financial assurances or directly to our clients, these performance bonds cover each project from installation through its operations and maintenance phase.

PRICE CERTAINTY

Preparing for a large project under traditional procurement strategies requires clients to be prepared for inflation and escalation throughout the life of the project. Projects under traditional procurement methods also place all price risk on the client as projects step through the design, bid, build or design-build process; clients are responsible for all changes in cost whether requested or not. The RES model provides the City a pricing structure that locks in pricing at contract signing. This allows the City to focus contingency funds elsewhere and **provides long-term stability and price certainty over the "long look" of the project by providing a fixed fee contract structure for the work performed by RES**. Under more traditional contractual methods, these payment structures inherently leave all price volatility on the client, with the client fully responsible for all unknowns and variations in construction resulting from changes in project design before and during construction.

The Solution



The RES Solution leverages the connection of several water sources along the Sapphire Necklace trail to develop a resilient, multi-nodal and sustainable water resource project that fits into the Sapphire Necklace Program. The project provides water quality improvements through an engineered wetland treatment system, aquifer recharge using reclaimed water and excess water from the wetland system , as well as habitat and ecological restoration and provide natural areas for public recreational use. The project is a curated collection of interwoven water resources that engage the community while replenishing and restoring hydrological and ecological function for a sustainable and resilient community in the future. Project features and functions will be developed on public and private lands, which may transfer to the City at the completion of the contract performance period.

Scope Summary

RES will develop a turnkey project for the City that provides nutrient reduction, beneficial reuse, and recharge to theUpper Floridan Aquifer by routing reclaimed water through a constructed treatment wetland system designed by RES, which will reduce total nitrogen, total phosphorus, and improve dissolved oxygen in the water prior to injecting the Underground Injection Control (UIC) Class V treated water into the Upper Floridan Aquifer using a Class V injection well. RES will develop the project so that it will meet a minimum well injection volume target of 2 million gallons per day by 2025. The

treatment/recharge project will also include a unique community amenity, providing a recreation and environmental educational component for residents and visitors to enjoy as part of the first gem implemented as part of the City's Sapphire Neclace.

- Evaluate available land under control by the City for optimization of project features on City controlled property.
- Perform offsite land search, analysis, **and acquisition of lands by RES** that meet specific, RES-tailored criteria for accomodation of project features.
- Contractual transfer of performance risk and permit compliance liability to RES for features designed and implemented on public and private lands.
- Plan, design, permit, and implement in concert with the City's goals, objectives, and preferred outcomes for the project.
- Post all financial assurances and guarantees to the City for the delivery of a high-quality, risk-free project and project performance.
- Develop long-term operations, management and stewardship plans that that will provide confidence in hydrologic and ecological performance and outcomes and build trust with community and partners.
- Meet quality and quantity metrics for project performance through thoughtful design that optimizes performance of hydrology and benefits for modeled annual averages that are considerate of seasonal and regional variations.
- Tailored payment terms that work with the City's budget structure and provide price certainty.
- Develop the design,implementation schedules and funding strategy that support commitments to the City's stakeholders, tax payers, and donors.
- Perform adaptive management on the operating system to ensure goals and targets established during design are met or exceeded at no additional cost to the City.

Additional details for some of the more definable features of work are more fully explained below.

LAND

The concept developed by RES uses land that is under public and private ownership within the Sapphire Necklace. RES evaluates multiple sites against project goals and local, state, and federal agency requirements to determine the optimal project layout. RES works closely with clients to ensure identified sites will be approved by the regulating agencies and which are best suited to provide the project outcomes at the lowest possible cost. RES will identify land appropriate to meet the needs of the impacts, whether already under agreement between the City or in private ownership. RES will acquire land necessary, and at the completion of the restoration and following permit criteria being met successfully, RES will convey the property to the City in accordance with provisions of the public private partnership statute, F.S. 255.065, for long term monitoring and maintenance.

DESIGN

Design, from concept plan through construction document development, is the project phase where RES and the City shine as partners, leaning on each other for vision, inspiration, and expertise to carry that vision forward into a product that is translated into performance. The City's vision and goals will drive the design decisions of the RES design team as this phase of the turnkey project is one of the most important and valued elements of the turnkey project process that RES and the City will engage in together as partners. In addition to RES's internal technical expertise , we have teamed with other firms who bring rich and niche experience in various aspects of the project, including expertise in the hydrogeology of the area, water supply and reuse as it relates to the industries within the community, land development and land use within the area, and the development of unique monitoring systems to capture performance. We design holistically and comprehensively and include several points throughout the design process for the City and RES to engage on the design decisions so that we are sure our trajectory remains consistent with the City's goals. And as part of the design process, we design with the perspective of an owner. Therefore, life cycle cost, and total ownership cost are critical factors in the overall project that help us achieve optimal efficiency in our project delivery. Our design team includes our operators, maintenance team, and construction team, which not only provide reviews of design along the way to incorporate value engineering from the beginning, but provide a unique design review that contemplates the constructability and long-term performance and maintenance, offering improvements to the design that will benefit the owner years later.

PERMITTING AND MONITORING COMPLIANCE

Prior to construction, RES will coordinate and obtain the anticipated permits for the project. Required permits will include a USACE Section 404 permit as a result of dredge and fill activities during construction, a SWFWMD Water Use Permit (WUP) that authorizes the consumptive use of ground and surface water integral to the project's function, and a SWFWMD Environmental Resource Permit (ERP) to demonstrate the project will not impact surrounding properties and discharges from the project area in accordance with the State of Florida stormwater rules as identified in the SWFWMD ERP Handbook. In addition to the above permits, a Class V injection well permit will be obtained within the Underground Injection Control (UIC) program, permitted through FDEP. This permit is crucial to meeting the aquifer recharge goals of the project and private funding sources. Further, it is anticipated that the project will be required to monitor discharge flows and water quality to verify the project is performing in accordance with its design and permit. RES is experienced in performing monitoring for both surface water and groundwater flows and elevations, as well as water quality, and will install the necessary equipment to ensure requirements are met. RES works across the county directly with the foremost leader in monitoring equipment, Xylem-YSI, to select and install the most appropriate monitoring equipment for the project. We are pleased to be able to have access to monitoring methods and equipment that are the most advanced and durable on the market.

CONSTRUCTION

Construction will begin as soon as permits are issued. As a member of the design team, our construction partners, Phillips and Jordan (P&J), are experienced with these large-scale, unique, and multi-benefit projects. They are also owners of their own P3 wetland treatment system in Pasco County and bring a unique perspective to building as, like RES, they are invested in the longstanding operational outcome. Construction progress and monitoring of the work for conformance with construction standards identified in the design will be documented throughout the project and will be provided to the City throughout the project's development. Prior to commencing operations, the facility will be commissioned to ensure that long term operations are optimized for the built system. As-built drawings will be developed to document any in-field changes.

OPERATIONS AND MAINTENANCE

At the completion of construction, RES will transition into the operations and maintenance phase of the project which will proceed from anywhere between 5-10 years. For this phase, RES will be responsible for all permit compliance, operational power, infrastructure maintenance in addition to repair or replacement of any part of the facility and vegetation that is not performing. During this period, The City will not be required to provide any additional resources for issues that arise during the Operations and Maintenance period that are related to items within the contract.

FACILITY TRANSITION AND TURNOVER

Once the operations and maintenance period of the agreement between RES and the City is complete, RES will turn over title of land held by RES during the contract as well as all operations and maintenance activities. The operations and maintenance of the facility will be in a condition where basic maintenance activities should be all that remain on the project. RES provides a turnover training period where City staff are trained by RES operators and maintenance staff to ensure staff understand the basic needs and operations of the facility for continued success after the transition. The City may elect not to transition the operations and maintenance to City staff at the end of the agreement and may choose to contract the work out or extend RES operations and maintenance services.

Procurement and Financing

Accessing RES through Competitive Procurement

In 2013, the Florida legislature recognized that public resources were inadequate to meet growing capital and operational needs and Public Private Partnerships (P3s) can meet public "needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public."

The private sector, as a partner, can provide local and state governments with additional capabilities and the flexibility necessary to meet ever-expanding requirements and responsibilities, even when resources continue to be limited. Florida

Statute (F.S.) Section 255.065 provides municipalities or public entities with a streamlined and efficient process for implementing P3s while protecting the interest of the public entity and ensuring the procurement remains competitive.

Under this legislation, qualified facilities and/or projects must:

- Serve a public purpose,
- Be used by the public at large, or
- Support an accepted public purpose or activity.

As part of this process, Section 255.065(3) (F.S.), allows public entities to receive unsolicited proposals from the private sector. The public entity may choose to enter into a comprehensive agreement with a private entity for building, upgrading, operating, ownership, or financing projects or facilities, after completing the following steps.

- To ensure competitive engagement, publish a public notice stating that an unsolicited proposal was received and the public entity will now accept other proposals for the same project or facility. Other proposals must be submitted 21 to 120 days from initial publication.
- The public entity will review, evaluate, and rank all proposals received.
- The public entity will negotiate with the highest-ranked private entity submitting a qualified proposal within the notice period. If negotiations fail, the public entity may negotiate with the second-ranked firm.

Should the City accept this unsolicited proposal, RES is prepared to begin contract discussions to further define the roles and responsibilities for RES and the City pursuant to Section 255.065, F.S. procedures. We are fully prepared to conform to the standard set forth in the statute and request the City provide a formal review of this unsolicited proposal and formally pursue this alternative delivery process to facilitate negotiations with RES to provide the City with its preferred outcomes.

Funding the Whole Solution

To ensure adequate resources are available as the project progresses from development through operations and maintenance, RES has evaluated the timeframe for funding needs and aligned funding sources and strategies to ensure those needs are met.

As part of our turnkey, full delivery solution, RES has assembled a team comprised of experts not only in the technical development of the project, but the financial, business, and governmental affairs expertise needed to navigate the challenges of bringing a regional solution to the City that reduces the need for the City to exert its resources when often those resources are needed elsewhere within the City, saving the public both time and money. RES employs its resources to curate a fund portfolio that will allow RES to fully execute and perform the outcomes that meet the City's goals.

The fund portfolio allows for RES to complete site evaluations, design, permitting and place options on lands not currently under the control of RES or the City. Funds will also provide the capital and recurring funds needed to build, operate, and maintain the constructed project over the life of our agreement with the City.

RES will seek funds in partnership with the City through various sources including Corporate ESG initiatives, private and public grants, as well as direct line-item appropriations from the state if necessary. To date, RES has already secured up to $1.5M in private funds to directly support aquifer recharge for the project. Depending on the overall design and performance of the project over time, additional funds may be made available.

Professional Team Qualifications

For this project, RES has assembled a comprehensive team of professionals in land planning, acquisition, permitting, design, construction, operations and maintenance in water supply with engineered wetland solutions utilizing reuse and recharge methods, water quality, and integrated environmental and ecological systems solutions. The team is highly competent and capable of providing outcome driven and performance based projects that are proven over an extended period of time using full-delivery and turnkey project delivery. Our team also includes experts in environmental and Florida procurement law, government affairs, budget, financial assurances, and grant and investor assistance to address every aspect of providing a successful turnkey solution to the City. Our team structure and qualifications are presented below.

Project Team

HGS, LLC is a wholly-owned subsidiary of Resource Environmental Solutions, LLC (together with all of its subsidiaries and affiliates, "RES").[1] RES is a national operating company focused on restoring a resilient earth for a modern world, project by project. As the nation's largest ecological restoration company, RES supports the public and private sector with solutions for stormwater and water quality, and climate and flood resilience, and environmental mitigation. RES has a unique operating model for delivering ecological uplift, based on science-led design, full delivery, long-term stewardship, and guaranteed performance. RES designs, builds, and sustains sites that preserve environmental balance, lifting impaired ecosystems into restored health and ultimately, self-sufficiency. RES works closely and creatively with operators, landowners, and regulatory agencies to balance the needs of the client, community, and the resource. Our operating model is built around this approach. We employ teams covering the full project lifecycle, combining in-house analytics and technical expertise with implementational resources and capabilities.

As an operating company RES looks at projects from a different perspective than a consulting company. Projects developed by RES are developed holistically; our view is not limited to just design or construction. By having this comprehensive project development view we are able to take on the risks for performance and completion for which our clients are otherwise obligated using common project delivery methods like design bid build and design build. RES leverages our relationships with investors and through active government affairs to provide private and public funding that fully support the RES technical solutions and outcomes required by our clients. And unlike our common competitors, our business model is set up to leverage costs across long term work products vs. by task to allow for early adaptive management where needed and risk reduction in addition to providing our clients with long term financial assurances that further insure our performance.



RES has helped clients successfully permit more than 4,000 projects, creating rich, high-functioning ecosystems as part of each permit. Though we have acquired several other ecological and environmental companies across the country since we were founded in 2007, we remain one company with a singular vision and proven track record of implementing the creative solutions sought by our clients. Our clients include local and state governments, large mining operators, energy production companies, energy transmission companies, Fortune 500 companies, departments of transportations, and other public-sector organizations. RES now employs over 900 dedicated staff in over 50 operational hubs across the country including several offices in Florida.

RES delivers customized solutions tailored to our clients' needs. Our internal resources include environmental, health, safety, and security (EHS&S) staff, land acquisition specialists, wildlife biologists, hydrologic and hydraulic modelers, professional wetland scientists, engineers, hydrologists, QA/QC oversight teams, field ecologists, regulatory project managers, analysts, certified foresters, arborists, landscape architects, construction managers, superintendents, and field crew members as well as supporting project controls, government affairs, public relations, financial, legal and analytical staff.

[1] For the purposes of a qualitative evaluation of this Proposal, HGS and RES should be viewed as a single entity ("RES") in our experience. We are one company with a singular vision and proven track record of implementing the creative solutions sought by the County.

RES' experience includes:

- Restoration, enhancement, and preservation of 62,637 acres of wetlands
- Restoration of over 400 miles of streams
- Rehabilitation, preservation, and/or management of over 15,000 acres of special-status species habitat
- Currently conduct monitoring and maintenance (including invasive species management) for over 50,000 acres of restored habitat
- Successful close-out of over 100 mitigation sites
- Permitting and development of over 200 permittee-responsible mitigation projects
- Design, permitting, management, and development of 138 wetland, stream, species and conservation banks
- Delivery of 20,000 acres of custom, turnkey solutions
- Design and construction of over 350 stormwater management facilities
- Reductions of over 280 tons of water quality nutrients
- Planting of over 20,000,000 trees across all operating regions
- Development and operation of nurseries in six states including the largest coastal nursery in Louisiana
- Facilitation of compensatory mitigation and nutrient offsets for over 3,980 federal and state permits
- We draw on our dedicated, in-house resources and deep experience across all phases of ecological restoration projects in defining our project approach, which seeks to balance performance and cost in the manner that is most beneficial to our clients.

Anfield [CONSULTING] Anfield Consulting (Anfield), a Florida Corporation, through its representatives, has over 136 years of experience in government relations, and has successfully represented clients before the Florida Legislature, the Governor and Cabinet, state agencies, boards, task forces, commissions, water management districts, and local governments. Anfield is a boutique firm specializing in legislative, agency and local government representation. In addition to knowledge of government regulatory and legislative processes, they have in-depth, substantive knowledge of matters directly relating to water and environmental issues, professional associations, local government, growth management, transportation, and other issues at the heart of Florida's counties and cities. They have personal relationships with many of the key agency, local government and legislative staff, and routinely represent clients in general budget matters. They also have strong relationships within the executive office of the Governor, with a number of key legislative leaders, other legislators on key committees, and numerous local officials and staff throughout the State. These relationships allow them to represent RES and their clients effectively in the legislative, local government and agency processes on substantive issues.

CAPITAL CITY CONSULTING

When Capital City Consulting was formed in 2003, the goal was to build an organization with equal strength in policy and politics, in communications and connections, and in access and advocacy. Founders Nick Iarossi, Ron LaFace, Gerald Wester, and Pat O'Connell envisioned a public affairs and Florida consulting firm comprised of the most talented individuals in their respective fields, where each is more accomplished than the next, and where their drive to win means they never give up on their clients' goals. Over the years, that bold vision has catapulted Capital City Consulting into Florida's top tier of lobbying firms. Capital City Consulting has offices in Tallahassee and Tampa Florida and provides RES with moving initiatives important to RES and their clients forward in Florida's Capital City.

JACOBS® Jacobs Engineering is an environmental consulting company that is internationally recognized for the design, permitting, and implementation of managed aquifer recharge systems. They have performed extensive research in issues surrounding hydrogeologic conditions and technology including physical plugging of injection wells, corrosion of equipment and piping, metals mobilization in the aquifer and reduced injectivity caused by adverse reactions leading to the swelling of clays in the injection zone. They have developed a decision framework to assist in the development of aquifer recharge facilities, that assesses site-specific physical and geochemical issues to ensure the proposed environmental benefits of restoring water levels in overdrawn acquirers and improving groundwater quality are met. In addition to a strong international and national presence, the team at Jacobs Engineering is heavily integrated in Florida with primary offices situated in Gainesville, Orlando, Jacksonville, and Fort Lauderdale.

Montrose Environmental Group Inc. is a leading environmental services company with operations across North America, Australia, and Europe that provides a world-wide and integrated expertise in both public and private sectors. With skilled teams in soil and groundwater remediation, real estate development, planning and ecosystem consulting, and water treatment, the most complex projects are solved with efficiency and turnkey service. Montrose Environmental teams based in Florida and Georgia provide engineering and design services for complex water, wastewater, and wetland restoration projects. Environmental stewardship is fundamental to each project with a big-picture view that directs how project decisions may alter ecosystem assets such as wetlands and forests. This same approach is provided in supporting and managing clients social, environmental, and economic impacts by combining a precise understanding of regulatory, cultural, and ecological issues with practical, accredited, and cost-effective scientific methods.

P&J, a Phillips Infrastructure Holdings, Inc. company, is a WBENC Certified Woman Owned, heavy civil and infrastructure contractor established in 1952. P&J's Core Values and Priorities – Integrity, Safety, Quality, and Production – guide their daily business practices. P&J is a People First company, and they hold safety as imperative above all other objectives. A safe workplace and workforce are the only acceptable way to do business - and the only way to take care of the community, the people, and the environment. P&J's long-standing experience in Florida, with headquarters operating in the state since the 1980s, provides RES and the City with a capable, knowledgeable team that understands Florida's unique and environmentally sensitive geography.

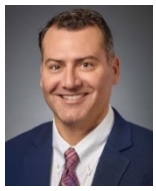
Through their sister company, National Fleet Services (NFS), P&J has access to an extensive fleet of more than 750 heavy and specialized pieces of equipment. This equipment has the latest grade control technology allowing us to move material faster, smarter, and with more accuracy. NFS has two equipment service centers, one in Tennessee and one in Florida, that are manned by a workforce of highly skilled mechanics and service technicians that maintain their equipment, whether in the field or in their shops, which enables our team to control both costs and availability. P&J also maintains national accounts with major equipment vendors which provides P&J with the ability to efficiently and cost effectively acquire and rent equipment.



Key Project Delivery Team Summary

Team Personnel	Qualifications and Experience Summary
 **Ansley Tilley, PE** Director of Alternative Delivery Solutions	As a Senior Engineer with over 18 years of experience and the Director of Alternative Delivery Solutions for RES, she is charged with creating unique water resources and full delivery solutions for government, agricultural, and private sector clients across the country. Ansley's experience spans the public and private sectors in design and construction providing solutions for land development, water resource public-private partnerships (P3), municipal land planning and development compliance, and developing large infrastructure for the Department of Defense along the east coast of the US and across the State of Florida. Before joining RES, Ansley led a water resources consulting team through various large projects critical to South Florida's Restoration efforts. She also previously held the position of Chief of State Policy for South Florida Water Management where she was responsible for the Public-Private Partnership program, developing restoration solutions using delivery methods beyond the consultant driven model. Ansley was successful in bringing multiple P3 restoration solutions to life by creating partnerships between private landowners looking to diversify their land portfolio with unique, lasting water resource and mitigation solutions. Projects included wetland treatment systems using passive water controls as well as pumped systems to maximize hydrologic storage. **Select Experience Highlights** • *Okeechobee County/SFWMD, Stormwater Management Area, Okeechobee County, FL* • *Lake Okeechobee Watershed Construction Project Update, SFWMD, FL* • *El Maximo Ranch Water Quality Treatment, Generation Farms, SFWMD, Osceola County, FL* • *Dispersed Water Management Public Private Partnerships, SFWMD, FL*
 **Mary Szafraniec, PhD** Director of Water Quality Initiatives	Dr. Mary Szafraniec's extensive ecological assessment and restoration background includes design and implementation of marine and freshwater ecological monitoring and assessments, springshed and watershed pollutant evaluation and restoration, and within-system ecological restoration such as sediment removal or inactivation, hydrologic alteration, invasive vegetation or algae removal, and native vegetation planting. Dr. Szafraniec has 20 years of experience designing ecological studies analyzing and characterizing water quality, hydrologic regime, and biological community structure to assess the effects of anthropogenic and hydrological modifications on ecosystem response, and to determine the effectiveness of restoration activities. Her springshed/watershed approach to ecosystem restoration includes investigations of source, cycling, removal, and legacy effects of pollutants to help determine cost-effective alternatives to meet TMDLs, RAPs, and NNCs for Florida waterbodies. She previously served as one of the SWFWMD's top springs experts. Dr. Szafraniec was also the lead BMAP coordinator for the previous FDEP TMDL/BMAP Technical Support Contract, so she is intimately familiar with FDEP's SOPs, rules, and regulations. **Select Experience Highlights** • *Weeki Wachee Natural System Carrying Capacity Study, SWFWMD, Hernando County, FLWakulla Springs and Swallets Water Quality Evaluation, NWFWMD, FL* • *Wekiva Springshed Groundwater Monitoring Study, Orange County, FL* • *Wastewater Disposal Treatment Wetlands Feasibility Study, SWFWMD, FL* • *Lower Hillsborough River and Sulphur Spring Recovery Strategy Implementation, SWFWMD, FL*

Team Personnel	Qualifications and Experience Summary
 **Ximena Pernett, PE** Regional Engineer Manager	Ximena is the Regional Engineer Manager with over 18 years of experience as an Agricultural Engineer in Water Resource Engineering, Public Private Partnerships, Non-Point Source Control Programs, and Project Management. She has actively participated in the Federal and State's efforts to restore and protect the water resources within the Northern and Southern Everglades watersheds. Through her work at the South Florida Water Management District as well as the private sector, Ximena has acquired extensive experience in the development, implementation, operations, and optimization of water resource restoration projects and programs. Areas of specialization include design, development and implementation of water resource restoration projects, project management; permitting and compliance; hydraulic, hydrology, and nutrient loading analyses; public private partnerships; non-point source controls; contract negotiations; and development and optimization of water quality monitoring networks. **Select Experience Highlights** • *EAA Canal Conveyance Improvements Design Project, SFWMD, FL* • *Lake Okeechobee Watershed Best Management Practice (BMP) Program Evaluation, Florida Department of Agriculture and Consumer Services (FDACS), FL* • *Lake Okeechobee Watershed Protection Plan Update, SFWMD, FL* • *Northern Everglades Public Private Partnership (NEPPP) Program, SFWMD, FL*
 **Thomas TJ LaRoue, PE** Project Engineer	TJ is a Professional Engineer and experienced Project Manager with a 9 year background that includes drainage improvement projects, water quality improvement/retrofit projects, water quality sampling, remediation, programming, and natural system restoration with emphasis on wetlands and lakes. His experience includes project management, groundwater and soil sampling, construction supervision and remediation system maintenance. With eight years of experience managing projects and assigned the Engineer of Record on regional scale initiatives, TJ is skilled at public outreach, engagement and grant funding opportunities for each comprehensive project. **Select Experience Highlights** • *Lake Lulu WQ Improvement, Permitting and Design, Polk County, FL* • *Lake County, Pasture Reserve, Lake County, FL* • *Stormwater Management and Resiliency Master Stormwater Plan, City of Lakeland, FL* • *Ridge Lakes Plan, SWFWMD, FL*
 **Mary Szoka, PE** Project Engineer	Mary is an ecological engineer with 4 years of experience in water resources, particularly in stormwater retrofits that encompass freshwater wetland and streams and coastal systems restoration. She has research experience in a variety of topics related to these systems including monitoring and assessment of regenerative stormwater conveyance systems and their interaction with groundwater and sampling agricultural runoff for water quality analysis and quantification of nutrient leaching. She has experience with map configuration and spatial analysis in GIS, design plan preparation in AutoCAD, hydrologic modeling in ICPR4, HEC-RAS and ArcSWAT, and has expertise in habitat design for functional vegetation in stormwater treatment systems. **Select Experience Highlights** • *Hopewell/Kingsford Wetland Connection Retrofits, Hillsborough County, FL* • *Alafia River Watershed Treatment Options Evaluation, Tampa Bay Water, Hillsborough County, FL* • *George Allen Creek Restoration, Mosaic Company, Polk County, FL*

Team Personnel	Qualifications and Experience Summary
 **Sabastian Barragan, PE** Project Engineer	Sebastian is a civil engineer with 9 years of experience in water resource management, evaluation of hydropower and infrastructure projects throughout Latin America, modeling rivers, hydraulic structures, flood mapping, surface drainage systems and risk management. He is an expert in preparing professional studies and reports, modeling flow networks and analyzing dam break events. Sebastian regularly performs flow calculations for plans and maps production for a variety of water resources projects. He is fluent in English and Spanish.
 **Lauren Jennison, PLA** Landscape Architect	Lauren is a Landscape Architect and Project Manager with over 15 years of ecological restoration and landscape architecture experience. Lauren is proficient in environmental planning with a specialty in stakeholder engagement and resiliency planning for coastal and riverine ecosystems. She is skilled at producing and presenting quality renderings that visually stimulate and define each project's important goals and objectives. As the Client Solutions Associate for the Florida region, Lauren evaluates potential projects, quantifies regional demand, and assists in compiling and delivering comprehensive ecological restoration and water resource solutions for clients. She supports client and stakeholder relationships while leading targeted projects throughout all phases of project development beginning with the inception of public facilitation through packaged plan documentation and operational management.
 **Josh Lindstrom, PE** Operations Manager	Josh is an engineer with over 18 years of experience include water resource and geotechnical engineering design, existing facilities inspection, operations, and maintenance planning, construction quality control, construction self-performance, and contract management. In addition to his experience in managing the operations for several mitigation sites across Florida, troubleshooting hydrologic conditions, and developing and executing implementation and maintenance plans for the same, he has led teams on engineering design, and planning level scientific studies for state agencies such as SWFWMD and SFWMD, local municipalities, and private sector clients
 **Kale Swain** Land Specialist	As a Land Specialist for RES, Kale Swain oversees all land operations in North and areas of Central Florida. He has an extensive background in land acquisition, disposition, assemblage, conservation easements and agriculture. With over 14 years of prior expertise in agribusiness, Kale developed, fostered, and pursued large institutional grade agriculture assets for acquisition and disposition. Within this professional experience he was also a part of the Land Services group where he guided local and national retailers, homebuilders, and industrial developers on acquisitions and navigation of local zoning and development entitlement process and approvals. While working within both groups he contributed to the underwriting and proforma reviews of several development projects and vertical agriculture production facilities.

*Complete technical resumes available by request.



Relevant Project Experience

CHESAPEAKE BAY WATERSHED POLLUTANT REDUCTION PROJECT

Pennsylvania Department of Transportation | Harrisburg, PA



AT A GLANCE

Project Size

- 3 different BMP sites
- Totaling approx. 5,670 LF of Stream and 10 Acres of Wetland Restoration

Contract Period

2021-2026

Project Highlights

- Turnkey performance- based contract for water quality improvements (over 1,280,000 lbs. TSS reduction)
- TMDL & MS4 compliance
- RES acquired rights on private and public (municipal) land to build and maintain the projects

RES was awarded the Chesapeake Bay Watershed Pollution Reduction MS4 project by PennDOT in December 2021. This project (and award) was the third time PennDOT procured sediment reduction for MS4 compliance in a turnkey, performance-based contract, also known as 'design-build-operate-maintain'. RES guaranteed the delivery of over 1,280,000 lbs. of sediment reduction for a firm, fixed, upfront unit cost ($/pound of sediment reduction), thru the implementation of different BMPs within the subject watershed.

This project and procurement was unique in that PennDOT facilitated the development of BMPs for Antrim Township and the Pennsylvania Turnpike Commission which were not part of the original Project requirements. RES' scope of work includes siting, design, permitting, acquisition of property interests, construction, inspection, operation, maintenance, post-construction monitoring and long-term operation and maintenance of the BMP that provides a direct nexus to demonstrate a water quality improvement for urbanized area sediment impaired waterways within the Chesapeake Bay Watershed.

RES obtained the rights to implement three separate projects, at the most cost-effective locations within the three separate search areas. RES was required to prepare a pollutant reduction plan and calculate the sediment reduction utilizing the Chesapeake Bay Protocol established by the Expert Panel. The selected BMPs included a mix of public and private land. The first of the BMPs, which was designed and permitted with the regulatory agencies in under 12 months, is currently under construction. The other two BMPs will be constructed in Summer/Fall of 2023 and will be completed in Payment milestones that are spread over 5-6 years as critical performance milestones are accomplished by RES.







BHP - THE TERREBONNE BIODIVERSITY AND RESILIENCY PROJECTS

Pointe-aux-Chenes & Bayou Terrebonne, LA



AT A GLANCE

Project Size
125 total acres
2.25 miles Marsh Terraces

Contract Period
Construction completed by March 2019
Monitor for 5 years post-construction

Project Highlights

- 5,000 restorative cypress trees planted
- 35,000 bald cypress trees planted
- $3.5M investment from BHP for an economic value of $1.2 million/year
- Project payback period of ~3 years
- 336 tons of carbon sequestration per year (equivalent to 71 cars driven for 1 year)
- Elimination of 266 lbs of phosphorus
- Elimination of 106,000 lbs of nitrogen each year

Where stands of bald cypress once defined the lower Mississippi Delta, the Terrebonne Biodiversity and Resiliency Projects provide ecological and economic benefits for Louisianans. Envisioned and implemented by RES, in partnership with America's WETLAND Foundation (AWF), the project is funded by global energy producer BHP. It illustrates how the private sector may proactively address climate change via local projects that would not otherwise occur.

This investment improves the degraded state of natural infrastructure by restoring 125 wetland acres, including creating 2.25 miles of marsh terraces, planting 35,000 bald cypress, and conducting invasive species management. The projects provide resiliency to Parish citizens by protection and stabilization of levee systems.



Constructed Earthen Terraces

Benefits include:

- An estimated annual economic value of $1.2 million
- 336 tons of carbon sequestration per year
- Improved water quality (elimination of 266 lbs of phosphorus)
- Elimination of 106,000 lbs of nitrogen each year
- Enhanced biodiversity
- Community awareness via planting events and updates.
- Habitat restoration for Louisiana black bear, bald eagle, ivory-billed woodpecker, fish, and shellfish nurseries
- Reduced storm surges and flooding to vulnerable communities in Terrebonne Parish
- Reduction in loss of natural sediment



Terracing Site

This project is at the nexus of public expectations and corporate social responsibility. It engages the three pillars of Sustainability (People, Planet, Profits) demonstrating businesses can invest in resources that sustain their bottom line in the public interest.

BOIS D'ARC LAKE MITIGATION PROJECT

FANNIN COUNTY, NORTHEAST TEXAS | NORTH TEXAS MUNICIPAL WATER DISTRICT



AT A GLANCE

Project Size
17,000 acres

Contract Period
Construction completed by February 2022, Monitor for 20 years post-construction

Project Highlights

- 17,000-acre aquatic and terrestrial mitigation
- Nation's largest permittee-responsible mitigation (PRM), offsetting impacts of a large municipal reservoir in North Texas
- Over 5 million trees planted
- Approximately 1.17 million tons of carbon sequestered in 10 years

The North Texas Municipal Water District is developing a 17,000-acre reservoir to provide new water services to 13 cities; the first surface water reservoir to be permitted in Texas in almost 30 years. RES is restoring 15,000 acres of habitats, including 70 miles of streams, to offset the environmental impacts of building this new lake.

RES is delivering complete stewardship of the Lower Bois d'Arc Creek Reservoir (LBCR) mitigation sites, from design and implementation through monitoring and maintenance over the next 20+ years. The project addresses:

369,000+ LF (70 miles) of stream restoration/enhancement
1,026 acres of forested wetland enhancement
3,875 acres of forested wetland restoration
1,560 acres of emergent wetland enhancement
1,200 acres of emergent wetland restoration
150 acres of shrub wetland restoration
1,146 acres of upland forest restoration
3,677 acres of native grassland restoration
Planting over 5 million trees



Tree Planting



Habitat Analysis

RES' presence on the project is 24/7, with a full-time staff living on the property. Site performance success is measured by the restoration of aquatic and terrestrial species. RES bonded the entire project and all mitigation and transferred liability from the North Texas Municipal Water District to RES.

LOWER KLAMATH PROJECT – RESTORATION/DESIGN & PERFORMANCE GUARANTEE

Klamath and Siskiyou Counties, California and Oregon | Owner: Klamath River Renewal Corporation (KRRC)



AT A GLANCE

Project Size
~3,000 acres

Contract Period
April 2019--December 2029

Project Highlights

- Largest dam-removal river restoration project in the world
- RES is accepting full responsibility for restoration and performance guarantee associated with restoration success.
- RES has integrated local tribe involvement into the goals, design, and implementation of the restoration.

The Lower Klamath Project (LKP) will remove four hydropower dam facilities (Iron Gate, Copco No. 1, Copco No. 2, and J.C. Boyle) that are currently owned and operated by PacifiCorp in Northern California and Southern Oregon. The removal of these dams, the largest effort in the nation, represents the largest river restoration project in the country and will restore free-flowing conditions and volitional fish passage to over 400 miles of previously cut-off anadromous fish habitat upstream of the lower-most dam, the Iron Gate Dam. RES was selected to lead restoration for this ambitious effort, as well as accept the liability associated with ensuring the restoration meets ecological and biological performance standards and long-term goals/objectives.

As part of a large, multi-state effort, RES is working collaboratively with numerous agencies at various levels, including the Federal Energy Regulatory Commission (FERC), Oregon Department of Environmental Quality (ODEQ), Oregon Department of Fish and Wildlife (ODFW), California Department of Fish and Wildlife (CDFW), California State Water Boards, U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), U.S. Army Corps of Engineers (USACE), and Bureau of Land Management (BLM). Recognizing the cultural and local significance of this project, RES is also closely coordinating and subcontracting with tribal entities, such as the Yurok and Karuk tribes who provide subject matter expertise and generations of knowledge of landscape stewardship.



Restoration/Design

In accordance with the regulatory drivers, objectives, and goals of dam removal in both California and Oregon, RES is leading design efforts for the restoration of the river channel in the existing reservoir footprints. Klamath's delivery method involves an innovative and progressive design-build structure where RES serves as the Prime Restoration Contractor alongside the Prime Facilities Removal Contractor for the dam removal. RES is leading the restoration design effort and manages key subcontractors, including Stantec and the Yurok and Karuk Tribes, and RES' in-house design, construction, and project management professionals conduct daily oversight.

The LKP involves the evacuation of a large amount of sediment that has been stored behind the four dams for nearly a century in three reservoirs, occupying over 3,000 acres. The evacuation of sediment downstream post-dam removal is a critical component to successfully restoring the reservoir footprints. RES is supporting the development of innovative techniques to cost-effectively and safely remove sediment from the reservoirs while also working closely with in-house legal teams and subcontracted geotechnical teams to ensure public welfare and private properties are adequately protected.

Restoring volitional fish passage to hundreds of miles of the Klamath River, once the third-largest producer of salmon on the West Coast, will be an important achievement for this large, complex project. The indigenous Yurok and Karuk tribes used salmon as a vital resource for generations; rehabilitation of salmon and steelhead populations is not only environmentally important but a culturally significant step. To improve habitat for native fish and increase river and tributary functionality, the placement of large wood along the restored tributaries will be a significant component of the restoration. Large wood placement is challenged due to the remote work area and unstable sediments in the post-drawdown reservoirs. Therefore, the wood placement work will be performed by helicopter. The geographic isolation, disparate work areas, and extreme weather will necessitate the establishment of at least three separate work camps.

Long-term Liability Transfer for Restoration Performance



RES is accepting liability by providing a performance guarantee for all adaptive management and long-term restoration obligations associated with KRRC's proposed post-dam removal river restoration. This activity supports the efforts completed for the Klamath Restoration/Design Scope described above. RES is focused on long-term restoration performance obligations for the river system, former reservoir footprints, and high-priority fish-bearing tributaries.

Upon transfer of the project to RES, RES will perform all monitoring and assessment to be executed, as dictated in all relevant permits, which include but are not limited to Clean Water Act, Section 404 and Section 401; California 401 water quality certification; Oregon 401 water quality certification; construction permits; consultations with federal agencies and take authorizations under the Endangered Species Act. This includes the identification and monitoring of cold water refugia across approximately 49 miles of river and tributary habitat, continuous water quality monitoring and reporting across 239 river miles, and monitoring revegetation of riparian and upland areas to meet performance criteria and document landscape recovery.

Plant Salvage

Salvaged materials are one of the many types of plant materials to be used for the revegetation of the reservoirs. During reservoir drawdown, relocation areas will be identified for salvage of native herbaceous plants growing around the reservoir rim. Woody species (small shrubs and trees) may also be salvaged. Woody species will be approved by the project botanist prior to salvage to ensure species and root systems are compatible for relocation. In addition, wetland sod may be savaged. All materials will be removed by hand or by using heavy equipment. Most materials will be installed into newly exposed wetland or riparian areas directly after being salvaged. Any salvaged materials requiring storage will be heeled in, covered with mulch, and kept watered until transplanted. During extreme heat conditions, stored materials will be covered with shade cloths to minimize stress. Stored materials can be maintained in this condition for one growing season if needed.

Dam sites and approximate acreages using salvaged wetland transplants are as follows:

- J.C. Boyles, approximately 0.52 acre
- Copco, approximately 0.04 acre
- Iron Gate, approximately 0.08 acre

Community Outreach

RES staff routinely attend events sponsored by Iskiyou and Klamath County Chambers of Commerce as well as the economic development associations for both counties. RES has briefed local, state, and federal officials (including a Member of Congress and his staff) about who RES is and what we do. RES staff attend tribal events (such as the Yurok Salmon festival and the Klamath Tribes Restoration Celebration) and meet with Tribal leadership on restoration priorities. We engage regularly with key state and federal agency staff who are focused on the Klamath Basin. RES staff has made presentations to the Klamath County Rotary Club, a Native American Student Association at Humboldt State Polytechnic University, the Klamath Audubon Society, local media, leaders in the agricultural industry, and several non-governmental associations. RES has helped sponsor annual events for several local groups, including Siskiyou Women in Business, the Family Farm Alliance, the Family Water Alliance, the Siskiyou Outdoor Recreation Association, the Klamath County, and others.

MANAGEMENT OF CALIFORNIA CONSERVATION AND MITIGATION BANKS

Domain Capital Advisors | Numerous California Counties



AT A GLANCE

Project Size
10,000+ acres (includes multiple sites)

Contract Period
5–10 years post-construction

Project Highlights

- Managing 10,00+ acres of land in California
- Monitoring and maintenance of projects for 5–10 years for projects not yet in long-term management period
- Implementing long-term management plan on older properties that have met all performance standards and the endowments are fully funded.

RES currently manages the largest portfolio of existing mitigation/conservation banks and preserves across California. The banks and preserves collectively cover over 10,000 acres and offer permanently preserved or restored environments for 16 federal and state-listed species and 10 different aquatic habitats. RES acts as the operating manager for the banks and preserves, working with regulators and providing monitoring and maintenance services as well as undertaking construction and planting as needed to steward the land in accordance with the bank or preserve management plan(s).

The projects make up a significant portion of California's conservation and mitigation lands and include well-known banks such as Buena Creek Conservation Bank in San Diego County, CA, Liberty Island Conservation Bank in Yolo County, CA, and Toad Hill Mitigation Bank in Placer County, CA. The service areas span most of California from San Diego County north to Shasta County and include preservation for some of the most commonly impacted species such as the California tiger salamander, vernal pool fairy shrimp, and the San Joaquin kit fox, as well as more localized niche species and habitats such as giant garter snake and the coastal California gnatcatcher. One bank, the North Delta Conservation Bank, will be established imminently and will provide over 900 acres of restored tidal marsh habitat for Delta smelt, longfin smelt, and salmonids in the Sacramento-San Joaquin Delta.

The banks in this portfolio include the following sites:

- Blackburn Vernal Pool Conservation Bank, Tehama County, CA
- Best Slough Vernal Pool Preserve, Yuba County, CA
- Buena Creek Conservation Bank, San Diego County, CA
- Daley Ranch Vernal Pool Conservation Bank, Butte County, CA
- Deadman Creek Conservation Bank, Merced County, CA
- Dolan Ranch Conservation Bank, Colusa County, CA
- Great Valley Conservation Bank, Merced County, CA
- Kreyenhagen Hills Conservation Bank, Fresno County, CA
- Laguna Terrace East Conservation Bank, Sacramento County, CA
- Liberty Island Conservation Bank, Yolo County, CA
- North Delta Conservation Bank, Yolo County, CA
- Pajaro River Mitigation Bank, San Benito County, CA
- Sand Creek Conservation Bank, Tulare County, CA
- Toad Hill Mitigation Bank, Placer County, CA
- Western Placer Schools Conservation Bank, Placer County, CA

VDOT STATEWIDE MS4 / TMDL IMPLEMENTATION & RELATED ACTIVITIES ON-CALL CONTRACT

Virginia Department of Transportation | Statewide, VA



Wancopin Creek Stream Restoration

AT A GLANCE

Contract Period

2016–2021, renewal to 2025

Project Highlights

- Design-build contract
- TMDL and MS4 regulation based
- SWM BMP and stream restoration projects
- Turnkey delivery for water quality improvements
- Nutrient reduction credit forecasting, analysis, and delivery

RES currently holds a five-year, open-end contract with VDOT to provide development and implementation of projects to meet applicable TMDL Action Program and was awarded a renewal via competitive RFP for an extension to restoration, land cover conversion, shoreline stabilization, and other structural reduce pollutant loads and meet TMDL action plans. In-house services to be include ecological assessment, regulatory permitting, design, construction, maintenance and monitoring services. RES conducts these services on both off site, land acquired by our land team. To date, RES has reduced exclusively phosphorus, 38,708 lbs/yr of nitrogen, and 2,264 tons/yr (4,528,462 lbs/yr) of technical services for the Plans in support of VDOT's MS4 2025. Projects include stream and non-structural SWM BMPs to provided by RES under this contract construction oversight, and VDOT-owned properties, and private, for VDOT: 14,278 lbs/yr of sediment.

TIMSBURY CREEK RESTORATION

This project includes the restoration of approximately 2,300 LF of stream loads to Timsbury Creek and tidal James River. The project will restore fish removing existing culverts and a roadbed crossing the stream. Services field data collection and pollutant load calculations, hydrology and hydraulic fish passage assessment, wetland restoration, permitting, and construction. This floodplain study.

channel to reduce TSS, TP, and TN passage along Timsbury Creek by provided by RES include BEHI/NBS studies, stream restoration design, project includes a detailed FEMA

PIKE BRANCH RESTORATION, FAIRFAX COUNTY

This project involves the restoration of approximately 4,300 LF of stream channel to reduce TSS, TP, and TN loads. The project will restore stream bank stability in a deeply incised, highly urban stream channel with stream banks often more than 10 feet tall. Services provided by RES include BEHI/NBS field data collection and pollutant load calculations, hydrology and hydraulic studies, geomorphic stream assessments, stream restoration design, fish passage assessment, wetland restoration, permitting, and construction. This project includes a detailed FEMA floodplain study as well as outreach to Fairfax County and local stakeholders.



Pike Branch, Post-Construction

SKIFFES CREEK RESTORATION AND BMP, JAMES CITY COUNTY

This project includes the restoration of approximately 400 LF of stream channel and provides stormwater management for a winter operations facility. The project will restore channel stability along two intermittent/ephemeral channels. Services provided by RES include full site survey, geotechnical studies, BEHI/NBS field data collection and pollutant load calculations,

PROCTORS CREEK RESTORATION, CHESTERFIELD COUNTY

This project includes the evaluation of approximately 1,200 LF of stream channel. The project will remediate acidic drainage from exposed marine clays which have significant impacts to stream vegetation and biology. Services provided by RES include full site survey, geotechnical evaluation, BEHI/NBS field data collection and pollutant load calculations, geomorphic stream assessments, hydrology and hydraulic studies, stream restoration design, permitting, and construction.

OUTFALL RESTORATION, CHESTERFIELD COUNTY

This project includes the evaluation of five eroding outfalls or culverts. The project will repair failing outfalls and restore channel stability. Services provided include full site survey, BEHI/NBS field data collection and pollutant load calculations, geomorphic stream assessments, hydrology and hydraulic studies, stream restoration design, permitting, and construction.

WANCOPIN CREEK STREAM RESTORATION, LOUDOUN COUNTY

This project includes the restoration of 16,195 LF of degraded stream channel, covering nearly nine miles of streams to reduce TP loads to Wancopin Creek and several unnamed tributaries. Services provided by RES include pollutant load calculations, land acquisition, stream design, permitting, construction, and monitoring and maintenance. Design and permitting for Phases I and II of the project are complete, as is the construction of Phase I (~6,280 LF) and approximately 4,000 LF of Phase II.

RANDOLPH CREEK STREAM RESTORATION, BUCKINGHAM COUNTY

The Randolph Creek stream restoration involved the restoration and enhancement of approximately 9,500 LF of degraded stream channel along Randolph Creek and its tributary, Little Creek Branch, both perennial streams located in Buckingham County, VA within the James River watershed. The project implemented innovative turnkey stream restoration on VDOT's behalf and was enrolled as part of VDOT's Bay TMDL Action Plan, with the associated nutrient reductions credited toward compliance with the Bay TMDL Special Conditions applicable to VDOT as a regulated MS4 under Virginia's MS4 General Permit Program. RES was responsible for conducting all project implementation activities inclusive of land acquisition, design, permitting, construction, monitoring and maintenance (for 10 years post-construction), and all other aspects of project coordination and administration. The project involved constructing a large portion of the stream "offline" and backfilling the existing channel. RES also implemented some new practices, most notably the use of transferring wetland sod for use in the outside meander bends.

VDOT DISTRICT BMPS

RES provided a master plan for stormwater management at the Richmond District complex. From the master plan, six BMPs were designed and implemented to demonstrate newer methods or retrofit opportunities. The BMPs included retrofitting an existing pond with forebay, aeration, and nine floating wetlands; a level spreader on an outfall; a bioswale highlighting the use of three native grasses; a drainage diversion away from a severe gully into a grass swale; and a very large bioretention basin that intercepts flow from 6+ acres, using a splitter box to bypass larger flows.

CULPEPER BMP RETROFIT

RES provided the retrofit design for a substandard dry pond BMP, including grading to increase pool volume, new riser and outfall pipe, and screening plants around the pool. RES completed the survey, geotechnical studies, design, and construction in one year. The design minimized impacts to existing wetlands and reduced costs by using excavated materials to raise dam height, avoiding haul-off costs.