WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, January 12, 2026, 6:00 p.m.

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

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

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

3. **INVOCATION** - Pastor Chris Weatherly, Christ Community Church

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

5. **PRESENTATIONS**

   5.A **"Martin Luther King Jr. Day" Proclamation - MLK Steering Committee**

   Staff Contact: *Natalie Wilson, Special Events & Initiatives Coordinator, nwilson@mywinterhaven.com*

   Proclamation

   5.B **"Florida Arbor Day" Proclamation - Urban Forestry Advisory Board**

   Staff Contact: *Savannah Winstanley, Stormwater and Eco System Analyst, swinstanley@mywinterhaven.com*

   Proclamation

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

   7.A **October 27, 2025, Regular City Commission Meeting Minutes**

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

   2025-10-27 DRAFT Regular City Commission Meeting Minutes with Link

   7.B **November 5, 2025, City Commission Agenda Review Session Minutes**

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

   2025-11-05 DRAFT Agenda Review Session Minutes with Link and Attachment

   7.C **November 10, 2025, Regular City Commission Meeting Minutes**

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

2025-11-10 DRAFT Regular City Commission Meeting Minutes with Link and Attachments

7.D **November 19, 2025, City Commission Agenda Review Session Minutes**

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

2025-11-19 DRAFT Agenda Review Session Minutes with Link

7.E **November 24, 2025, Regular City Commission Meeting Minutes**

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

2025-11-24 DRAFT Regular City Commission Meeting Minutes with Link and Attachment

7.F **December 3, 2025, City Commission Agenda Review Session Minutes**

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

2025-12-03 DRAFT Agenda Review Session Minutes with Link

7.G **December 8, 2025, Regular City Commission Meeting Minutes**

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

2025-12-08 DRAFT Regular City Commission Meeting Minutes with Link and Attachments

8. COMMENTS FROM THE AUDIENCE

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

10. REORGANIZATION OF THE CITY COMMISSION

10.A **Presentations of Plaques - Frederick J. Murphy, Jr., City Attorney to Mayor Nathaniel J. Birdsong, Jr., Mayor Pro Tem Brian Yates, and Commissioner Bradley T. Dantzler**

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

10.B **Swearing in of Newly Elected Commissioners - Frederick J. Murphy, Jr., City Attorney Seat 4 - Chad Davis and Seat 5 - Clifton E. Dollison**

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

10.C **Newly Sworn Commissioners Seated**

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

10.D **Election of Mayor - City Commission**

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

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

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

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

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

10.G **Election of Mayor Pro Tem - City Commission**

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

10.H **Swearing-in of Mayor Pro Tem - Frederick J. Murphy, Jr., City Attorney**

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

10.I **Liaison Reassignments**

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

2025 Commission Liaison Boards and Committees (As of 2025-12-15) Redlined

11. CONSENT AGENDA

11.A **Amendment #3 to Agreement with PRWC for FDEP LPA0212 Grant Agreement**

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

Summary - Amendment #3 to Agreement with Polk Regional Water Cooperative
Amendment #3 PRWC for Heartland Protection and Sustainability Project, LPA0212
Exhibit A - PRWC and Winter Haven Agreement and Amendments #1, #2
Exhibit B - FDEP LPA0212 Amendment #4

11.B **Septic to Sewer 6A - Florida Department of Environmental Protection, LPA0442 Grant, Amendment #1**

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

Summary - Septic to Sewer 6A - FDEP, LPA0442 Grant, Amendment #1
FDEP LPA0442 Grant Agreement
FDEP LPA0442 Grant Agreement, Amendment #1

11.C **ITB-25-39 - Septic to Sewer Remediation 6A North and South - Recommendation of Award to B&B Underground Construction (West Palm Beach, FL)**

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

Summary - Recommendation to Award ITB-25-39 Septic to Sewer Remediation 6A North & South
ITB-25-39 Bid Tab Sheet
ITB-25-39 Recommendation of Award
ITB-25-39 Location Map

11.D **RFP 25-42, Award of Bid and Agreement for Employee Assistance Program (EAP) Services**

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

Summary - Award of RFP 25-42 Employee Assistance Program Services
BayCare Life Management - City of Winter Haven EAP Services Agreement
Exhibit A RFP-25-42 Employee Assistance Program
RFP-25-42 Proposal Tabulation
RFP 25-42 Recommendation of Award
BayCare Life Management Proposal

11.E **FY 2025/2026 Transportation Improvement Program - Roadway Resurfacing and Pavement Markings**

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

Summary - FY2025-2026 Transportation Improvement Program - Roadway Resurfacing and Pavement Markings
2025/2026 Roadway Resurfacing List
Quote from Hubbard Construction

11.F **Purchase of additional licenses for Accela software**

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

Summary - Accela Additional Licenses Purchase
Order Form - 7 Additional Licenses for Winter Haven

11.G **Authorization for Travel & Training - ICMA 2026 Global Exchange (Stavres)**

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

Summary - ICMA Global Exchange

12. RESOLUTION(S)

12.A **R-26-01 - Acceptance of three County Deeds from Polk County**

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

Summary - Resolution R-26-01
Resolution R-26-01

13. ORDINANCE(S) - FIRST READING

13.A **O-26-01 - Request by Lake Ashton II CDD to amend a portion of Planned Unit Development Ordinance O-07-78**

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

Summary - Ordinance O-26-01
O-26-01

13.B **O-26-02 - Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportation's and Polk County's 2025/2026 through 2029/2030 Transportation Improvement Programs and the Polk County School Board's 2025/2026 through 2029/2030 Facilities Work Program by reference**

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

Summary - Ordinance O-26-02
O-26-02

13.C **O-26-03 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article VII, Division 5, Subdivision Regulations, for the purpose of revising the City's subdivision regulations to comply with changes in State Law**

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

Summary - Ordinance O-26-03
O-26-03

13.D **O-26-04 - Public Hearing - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 3; Chapter 21, Article II, Table 21-32A, Table of Land Uses; and Chapter 21, Article IX, Section 21-531 to address certified recovery residences in the City**

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

Summary - Ordinance O-26-04
O-26-04

14. NEW BUSINESS

14.A **Florida Job Growth Infrastructure Grant Agreement for Rail Spur – State of Florida Department of Commerce**

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

Summary - Florida Job Growth Infrastructure Grant Agreement for Rail Spur
G0138 Agreement

14.B **Approval of a Cooperation Agreement by, and among, Tratt Properties, LLC., Central Florida Intermodal Logistics Park Property Owners' Association, Inc., Supply Properties II, LLC., The City of Winter Haven, Florida, and First American Title Insurance Company for Rail Spur**

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

Summary - Cooperation Agreement for Rail Spur
Cooperation Agreement

14.C **ITB-26-14 - Rail Spur Construction – Award Recommendation to R.W. Summers Railroad Contractor, Inc. (Polk County, FL)**

Staff Contact: *M.J. Carnevale , Deputy City Manager , mcarnevale@mywinterhaven.com*

Summary - Recommendation to Award ITB-26-14 Rail Spur
ITB-26-14 Bid Tab
ITB-26-14 Recommendation of Award

15. CITY COMMISSIONERS/LIAISON REPORTS

16. CITY ATTORNEY REPORT

17. CITY MANAGER REPORT

18. DEPUTY CITY MANAGER REPORT

19. CITY CLERK REPORT

20. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

21. 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, Dr. Martin Luther King Jr. (MLK) devoted his life to championing equality, justice, and the power of peaceful action, inspiring an enduring movement that transformed the conscience of a nation; and

WHEREAS, through his unwavering courage and belief in the transformative power of love and service, Dr. King challenged America to rise to its highest ideals—calling upon each citizen to recognize the dignity and worth of every person; and

WHEREAS, Dr. King's words and actions continue to serve as a guiding light for the City of Winter Haven, reminding us that lasting progress is achieved when we stand together in compassion, understanding, and shared purpose; and

WHEREAS, the observance of this day provides an opportunity for residents of Winter Haven to reflect upon Dr. King's teachings, rededicate themselves to his dream, and engage in meaningful acts of service to honor his enduring legacy; and

WHEREAS, the City of Winter Haven joins communities across the nation in honoring Dr. King's extraordinary legacy by uplifting his dream of equality and encouraging residents to engage in acts of kindness, volunteerism, and reflection that strengthen our neighborhoods and bring people closer together; and

WHEREAS, during MLK Week, a wreath will be laid at MLK Park in memoriam of Dr. King's dream, serving as a powerful symbol of remembrance and inspiration for the entire community to advancing his vision of a "Beloved Community," where opportunity, understanding, and peace prevail.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize January 19, 2026 as

"Martin Luther King Jr. Day"

in the City of Winter Haven and urge all citizens to join in honoring Dr. King's legacy by participating in the activities and events hosted by the City in partnership with the MLK Steering Committee that reflect his principles of love, unity, and peace, and to recommit ourselves to building a community that uplifts all people.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 12th day of January, 2026.



Nathaniel J. Birdsong, Jr.

Nathaniel J. Birdsong, Jr., Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called *Arbor Day*, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, *Arbor Day* is now observed throughout the nation and the world during the local tree planting season; and

WHEREAS, trees can reduce the erosion by wind and water, cut heating and cooling costs, moderate temperature extremes, remove pollutants, reduce stormwater runoff, produce oxygen and provide habitat for wildlife; and

WHEREAS, the City of Winter Haven is committed to promoting ecologically sound urban forestry principals as evidence by being nationally recognized as a Tree City USA for more than 30 years; and

WHEREAS, trees in Winter Haven increase property values and enhance the economic vitality of business areas while beautifying our community; and

WHEREAS, trees, wherever they are planted, provide a source of joy and spiritual renewal while standing as both literal and metaphorical pillars of our community.

NOW, THEREFORE, I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim January 16, 2026, as

"Florida Arbor Day"

in the City of Winter Haven and urge all citizens to support efforts to keep our urban forest healthy and sustainable.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 12th day of January, 2026.



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

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, October 27, 2025 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:f97c0bed-8cd6-4f1b-acc1-17856245bab5
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

Staff Present: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart; and Police Chief Vance Monroe.

3. **INVOCATION** – Pastor Demetric Phillips, Bridge Church

4. **PLEDGE OF ALLEGIANCE** – Marine Corps Junior ROTC

5. **PRESENTATION(S)**

A. "U.S. Marine Week" Proclamation - George Sidler, Commandant Marine Corps League; Heart of Florida

City Manager Stavres read a proclamation aloud recognizing "U.S. Marine Week" in the City of Winter Haven. Commandant Sidler, along with other Marines in the audience, accepted the proclamation and thanked the Commission.

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

A. September 22, 2025, Regular City Commission Meeting Minutes

B. October 8, 2025, City Commission Agenda Review Session Minutes

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

Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments. No one spoke for or against.

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Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Jeff Potter, 2 Twin Lane NW in Winter Haven, expressed concerns about proposed state-level changes to ad valorem taxes, noting that the City relied on approximately $25 million in ad valorem revenue within an $81 million budget and could not absorb such a loss. He urged commissioners to actively advocate with state legislators, including State Representative Jon Albert, and to communicate the significant community impact of eliminating or reducing this revenue source. City Manager Stavres provided a detailed update on this. Discussion ensued.

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

10. CONSENT AGENDA

A. Winter Haven Firefighters' Pension Board of Trustees Appointment

B. Authorization for Travel & Training: Polk County Day 2026 (Five City Commissioners, Stavres, Carnevale, Hill)

C. Award RFQ-25-33, Design Criteria Package & Owner's Rep Services for the Winter Haven Water Administration Facility, Water Resource (Education) Center and Operations Center

D. Sixth Amendment to Sewer Service Agreement with Wahneta Water System, Inc.

E. Kimley Horn Design Services Consulting Agreement for S. Lake Howard Drive West from 15th Street SW to 20th Street SW

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

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

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

Motion carried 5:0.

11. RESOLUTION(S) – None

12. ORDINANCE(S) - FIRST READING – None

13. NEW BUSINESS– None

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Mercer reported the following: attended Leadership Winter Haven; attended a Florida League of Cities Legislative (FLC) Policy Committee Meeting in Orlando; attended the Florida Federation of Garden Clubs Meeting; attended the Police and Fire Pension Board Meetings, which were doing well according to their reports; and attended the Winter Haven High School (WHHS) Homecoming Parade.

Commissioner Dantzler reported the following: attended the WHHS Homecoming Parade; attended an Urban Forestry Advisory Board (UFAB) Meeting, which was running effectively and discussion had occurred on potentially getting 100,000 trees in the ground to enhance and improve the urban forest; attended the Employee Health Fair, which was really good for employees and thanked the City staff who organized it; attended a Polk Vision Board of Directors Meeting in Lakeland; and attended the [Greater Winter Haven Chamber of Commerce] Leadership Winter Haven (LWH) "City Day" luncheon at the AdventHealth FieldHouse and Conference Center.

Commissioner Dollison reported the following: expressed that he was happy to see the Marines that were present in the audience and spoke about his father-in-law who had been a marine; attended the FLC Intergovernmental Relations Mobility and Emergency Management Legislative Policy Committee Meeting, where a great discussion was held; attended a focus group for the Winter Haven Recreation and Cultural Center and said he was excited to meet its new [Facility] Manager [Jeheira Amaez] and seeing photos where they were able to

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envision how the facility would be utilized and the impact it would have on the community; attended the WHHS Homecoming Parade; attended the Florida Federation of Garden Clubs Meeting; attended the [Greater Winter Haven] Chamber [of Commerce Membership] Luncheon featuring [Polk County Public School] Superintendent [Fred Heid] who he commended as doing an amazing job especially with all of the challenges faced by the community; and attended his first *Touch-A-Truck & More: Hands on Haven* event at the [Winter Haven Regional] Airport, which had a great atmosphere and entertainment. Lastly, he spoke about decades of community advocacy, the importance of focusing on all people, mobilizing collective community power and consistently engaging to encourage leaders to act and ensure everyone exercised their right to vote.

Mayor Pro Tem Yates reported the following: attended *Touch-A-Truck & More: Hands on Haven* with his son and said that everyone was having a phenomenal time there and complimented staff for doing a great job; attended the WHHS Homecoming Parade, the WHHS Homecoming Game and the WHHS Hall of Fame Induction Ceremony and said he was proud to be a Blue Devil; attended the Leadership Winter Haven "City Day"; and attended the Chamber Lunch with Superintendent Heid who he said was doing a fantastic job. He also attended his first [Polk County] Tourist Development Council (TDC) Meeting and said he would follow in the steps of Commissioner Dantzler since he was elected as the Chair of the Arts, Culture and Heritage Committee. He added that he was looking forward to serving on that board and subcommittee. Lastly, he said he was on the FLC Finance and Taxation Legislative Policy Committee and said that unlike previous years where they went after multiple initiatives, this year they were only going after the property tax reform initiative. He emphasized that eliminating property taxes could unintentionally increase costs through higher municipal fees and non-ad valorem assessments. He also stressed the need for continued education and coordinated advocacy, noting that state leaders are divided on solutions and that placing multiple tax proposals on the ballot would not produce a clear or effective outcome.

Mayor Birdsong reported the following: attended the WHHS Homecoming Parade and said it was one of the largest crowds he had seen; attended the FLC Utilities, Natural Resources, and [Public Works] Legislative Policy Committee Meeting and said they were also pursuing what utility rates could be charged outside the City limits and restrictions on transferring Enterprise Funds to the General Fund, which would create major budget challenges. He added that he had never seen such significant threats to local government Home Rule. He also attended *Touch-A-Truck & More: Hands on Haven;* attended another event in Downtown Winter Haven; and attended the book signing event for author Nikki Sterling at the [Winter Haven Public] Library and supported other local writers; attended the Florida Federation of Garden Clubs Meeting; attended the Chamber Luncheon featuring Superintendent Heid; attended the Leadership Winter Haven Luncheon, which he explained helped him in the past launch his political career; attended a Lakes Advisory Committee Meeting; and attended the Central Polk Parkway historic groundbreaking for the leg that was going to go from where it ended in Winter Haven to Bartow at State Road 60, which he explained in more detail. Lastly, he attended the Dr. Martin Luther King, Jr. Committee Meeting for the planning of the MLK activities in 2026, where there was great discussion on the MLK Luncheon.

15. CITY ATTORNEY REPORT

City Attorney Murphy greeted former Mayor Potter who was in the audience.

16. CITY MANAGER REPORT

City Manager Stavres thanked Commissioner Dantzler for his comments regarding the Employee Health Fair and said that Human Resources Director Dykes and her team made that happen with the support of other departments. He also expressed appreciation for all of positive comments regarding the *Touch-A-Touch: Hands on Haven* event and that Public Affairs and Communication Director Hill was the lead in making that happen with help from her team and other departments. Lastly, he said he had sent communication to the Commission last week regarding Floridino's Restaurant [site], located at Spring Lake Square, which had been demolished unexpectedly quickly, which cleared an eyesore and resolved ongoing code and safety concerns. Lastly, he reported that he and Deputy City Manager Carnevale would be heading back to Tampa after this meeting to finish their next two days of their International City/County Management Association (ICMA) Conference.

Mayor Pro Tem Yates inquired whether the ongoing federal shutdown will impact the City and, if so, what those impacts might be. He added that a detailed update at the next meeting would be acceptable if the information was not available immediately. City Manager Stavres explained that the federal shutdown was mainly causing delays and administrative disruptions in federally funded grant programs, particularly those involving the Federal Aviation Administration (FAA) and the U.S. Department of Housing and Urban Development (HUD), though none appeared to be in jeopardy and it was more of a disruption and a pause in the process. He added that there was the potential for local families, communities involved with the federal government, and federal government employees that resided in Polk County to feel financial strain, so making sure that the City had access or the information on resources to provide to them was important. Also, that there was not much more beyond coordination and particularly in the federal grants, but the City did not have anything lagging in that arena from a financial standpoint, which Chief Financial Officer Scott confirmed.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale added Quiet Zones to what City Manager Stavres' discussed and noted that they had been working on the Quiet Zones project for a while now. The project was delayed because the scheduled Federal Railroad Administration (FRA) inspector visit was postponed due to the federal furlough, which caused a temporary pause in the process.

18. CITY CLERK REPORT

City Clerk Castillo reported the following:

- Election Day was next Tuesday, November 4, 2025
- Mailers to registered voters w/their specific polling location were mailed out early last week
- Last day to register to vote was October 6
- Last day to request a vote by mail ballot was October 23
- Registered voters need to update their name or address with the SOE prior to Election Day
- *Early Walk-In Voting* started **today** and continues until this Friday, October 31. Hours from 8:30 a.m. until 4:30 p.m.
    - Polk County Supervisor of Elections Operations Center in Winter Haven
    - Polk County Supervisor of Elections headquarters in Bartow
    - Polk County Government Center in Lakeland
- TWO new polling locations this year:
    - Spring Haven [Senior Living] - 1225 Havendale Blvd NW (replacing Abiding Savior Church)
    - Cypress Ridge Presbyterian Church – 6230 Cypress Gardens Boulevard (replacing Calvary Baptist Church)
- On Election Day, the polls would be open from 7:00 a.m. to 7:00 p.m.

She added that all of this information and more was available on the City's website with other helpful information on the Polk County Supervisor of Election's website. Lastly, she reported that there was a *Logic and Accuracy Test* of voting equipment tomorrow October 28, 2025, at 10:30 a.m. at the Supervisor of Elections Operations Center in Winter Haven. All candidates had been invited to attend and Mayor Pro Tem Yates agreed to attend to represent the Canvassing Board. The advertisement for this meeting was prepared by the SOE Office per State Statute.

Mayor Pro Tem Yates questioned the reason for using polling locations that were not owned by the City, especially for the two new polling locations, when it had so many phenomenal buildings. Discussion ensued regarding quadrants, how the polling locations were chosen, the familiarity of voters to locations available in other elections, obstacles to using certain City-owned buildings such as the Fire Station, convenience, accessibility, size, and parking.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

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Mayor Birdsong welcomed retired former City employee Christine Samuel who was in the audience.

20. ADJOURNMENT – 7:12 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, November 05, 2025, 5:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:9db72598-84fb-458c-a4f1-10c8893e151f
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

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

5. PRESENTATION(S)

A. Women's Club of Winter Haven Presentation to the City – Jane McGinnis, President & Kimberly Burr, Committee Member

There were no questions or discussion.

B. * AGENDA REVIEW ONLY *** Strategic Plan Presentation: Community Safety**

(Note: This item was presented at the end of the meeting.)

City Manager Stavres showed a *FY25 Strategic Pillar Update – Community Safety PowerPoint (see link/attached)* and gave an introduction and overview of this item.

National Night Out

Police Sergeant Patrick Condor explained that *National Night Out* was an annual community event intended to strengthen partnerships between first responders and the residents they served by allowing the community to interact with public safety personnel in a positive, non-emergency setting. The event originated in 1984 and had grown from approximately 400 communities to more than 17,000 nationwide across all 50 states. They were typically held at Abbey Lane Apartments and Palm Place between August and November and there were plans to expand to additional communities. He showed photos of the event and said that the events included family-oriented games, goodie bags and participation from police and fire personnel. He also noted that *National Night Out* benefited both residents and first responders by fostering trust, approachability, and meaningful engagement, and that the program was expected to continue growing due to strong community interest and support.

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Old Floridino's Building Update

Safe Neighborhoods Director Tanya Ayers provided an update on the former Floridino's building at Spring Lake Square. She explained that the property, owned by Landmark Investments, permanently closed in 2021 following a kitchen fire and had also received significant structural damage due to Hurricane Milton in October 2024. She showed photos of collapsed and exposed areas of the building and stated that it continued to deteriorate. It was cited as an unsafe structure by Code Compliance and proceeded to a Special Magistrate Hearing, resulting in a demolition order the City was able to secure with a 120-day compliance period. The demolition was completed on October 22, 2025, debris was subsequently removed, with no known redevelopment plans from the owner other than to keep it fenced.

Commissioner Dantzler asked about the condition of the other nearby building. Director Ayers explained that while it was structurally sound and still operating, there were five active code compliance cases across three Landmark-owned parcels involving issues such as junk, permitting, and inoperable vehicles. Discussion ensued.

Commissioner Dollison questioned why the demolished building's foundation had been left in place. Director Ayers stated that the owner intended to retain it in hopes of future redevelopment. She acknowledged that this was uncommon, but clarified that leaving the foundation was not a code violation as long as the site remained fenced, adding that staff would continue to monitor the property due to the existing compliance cases.

Cybersecurity Software Platform

Business Tech Support Manager Robert van Druten reported that the City had invested in a third-party risk management platform designed to monitor the cybersecurity posture of external vendors and partners by providing real-time alerts, safety ratings, and early identification of vulnerabilities, thereby reducing risks such as data breaches, downtime, and compliance issues. He explained that the platform aligned with best practices under the National Institute of Standards and Technology (NIST) cybersecurity framework adopted by the City and noted that the City was actively using it to assess both existing and prospective vendors, including those supporting citizen-facing services. Manager van Druten stated that the City's 28 monitored vendors averaged a strong security rating and that the City's own security rating exceeded industry averages. He also noted that the City had received a cybersecurity software grant from Florida Digital Services and intended to pursue future funding opportunities.

City Manager Stavres added that the platform helped safeguard residents by ensuring that vendors supporting customer-facing systems were secure, addressing prior Commission questions regarding how software vendors were evaluated and vetted for cybersecurity protections.

Mayor Birdsong inquired as to the amount of the grant. Manager van Druten indicated that the grant was for two software products. City Manager Stavres clarified it was more of a product-based grant rather than direct monetary funding.

Lead and Copper Revision Report

Water Construction Superintendent David Hernandez reported that over the prior two years the Water Department had replaced 35 lead service lines and 54 galvanized service lines, completed 3,779 soft digs, and confirmed that approximately 65% of the water system was non-lead. He stated that required reporting to the Polk County Health Department had been completed and that, while the Florida Department of Environmental Protection (FDEP) allowed systems until 2037 to remove lead, the department aimed to finish the work within six to seven years. He noted that about 15,564 service lines that still had unknown material, however, they would be investigating these. In 2026, they planned another 1,000 soft digs. He described the use of new equipment and said that they had partnered with Trinnex for their leadCAST predictive modeling platform to efficiently identify and prioritize replacements. He also explained that residents could view their service line status on the City's website, which Public Affairs and Communications Director Hill demonstrated.

City Manager Stavres added that the issue about lead within the water system was not lead coming out of the City's potable water and explained further. He explained that predictive modeling and soft digs were accepted best practices and believed that four rounds of this would give staff a 95% accuracy on where there was lead in the entire system without having to excavate every existing connection.

Mayor Birdsong asked about the 2037 due date and how long would it take the City to reach 100% from 65%. City Manager Stavres confirmed the City was on track to complete the work well before 2037. Superintendent Hernandez concurred and explained in more detail. City Manager Stavres said costs were absorbed within the Water Department's existing budget structure, which he explained further. Discussion ensued.

Commissioner Mercer inquired if the City had much galvanized pipe. Superintendent Hernandez said there were 166 galvanized pipes as of a couple weeks prior. In regards to galvanized and asbestos-cement pipes, he noted appropriate prioritization and safety protocols were being followed.

Commissioner Dantzler commended staff for their work and its importance to public health and quality of life. Discussion ensued.

Risk & Resilience Assessment

Wastewater Treatment Plants Manager David Nicholson reported that the City was completing its Risk and Resilience Assessment under the America's Water Infrastructure Act, describing it as a strategic evaluation of risks and vulnerabilities affecting the entire utility, including drinking water, wastewater, administration, and customer service functions. He explained that although federal requirements applied only to drinking water, the City elected to assess the full utility. Manager Nicholson stated that the assessment was in its second five-year cycle, was updated internally each year, and was on track for third-party completion and submission to the U.S. Environmental Protection Agency (EPA) for recertification by the December 31, 2025 deadline. He noted that the process evaluated physical infrastructure, cybersecurity systems such as Supervisory Control and Data Acquisition (SCADA), and preparedness for events including severe weather, power outages, equipment failures, and security threats, with the goal of prioritizing improvements, budgeting effectively, and strengthening resilience to protect public health and the environment.

City Manager Stavres commended Winter Haven Water Director Hubbard, Assistant Director Mark Bombard, Manager Nicholson and all of those that worked on this and added that the assessment built on earlier third-party work and involved cross-departmental participation through scenario-based emergency planning. He emphasized that the updated assessment addressed a wide range of potential threats, including contamination, cyberattacks, equipment failures, and natural disasters, and went beyond a traditional emergency management plan by focusing on prevention as well as response. He commended staff for producing a comprehensive, forward-looking framework that positioned the City to better safeguard its utility systems.

Concealed Carry Guidance

City Manager Stavres advised the Commission that his office had issued internal guidance *(see attached)*, which was distributed to the Commission, to staff regarding recent appellate court rulings affecting Florida's concealed carry law, which effectively expanded open carry in many public places. He explained that facilities historically allowing concealed carry could now permit openly carried firearms when no governing body meeting was occurring, creating concern and confusion for staff and the public. City Manager Stavres also stated that the guidance was intended to ensure legal compliance, respect Second Amendment rights, and equip staff to respond accurately and calmly to citizen concerns. He noted that the City consulted other municipalities, the Florida Police Chiefs Association, and the City Attorney's Office in developing the guidance, while acknowledging unresolved legal questions regarding long guns, appointed boards, and school-sanctioned events on City property. He emphasized that staff and law enforcement were being kept informed as clarification continued to be sought.

Commissioner Dantzler asked whether firearms were allowed in City Hall. City Manager Stavres and City Attorney Murphy clarified that firearms were prohibited during meetings of a governing body, but that state law preemption limited the City's ability to regulate firearms beyond what was specified in the Florida Statutes. City Manager Stavres explained that current law addressed handguns but was unclear regarding long guns. There were many questions about long guns and school sanctioned facilities hosted on City property that staff was still trying to chase down. Discussion ensued regarding enforcement challenges and the need for heightened security measures. City Attorney Murphy added that questions remained about whether the prohibition applied to certain appointed boards and special districts. City Manager Stavres emphasized the City's commitment to protecting the public while complying with state law.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. October 13, 2025, Regular City Commission Meeting Minutes

There were no questions or discussion.

B. October 22, 2025, City Commission Agenda Review Session Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – None

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

10. CONSENT AGENDA

A. Chain of Lakes Park Phase II Additional Parking Facilities: Change Order & Third Amendment to the Interlocal Agreement with Polk County

City Manager Stavres gave an overview of this item and said that staff was still planning to do a dedication for the baseball fields and new concession building on December 3, 2025. He added that if the Commission visited the AdventHealth FieldHouse and Conference Center in the next few days, they would see a mural going on the front of the new concession building, which was currently being painted.

There were no questions or discussion.

B. Florence Villa Community Development Corporation Lease Agreement

City Manager Stavres gave an overview of this item. It would be placed under New Business instead since Mayor Birdsong could not vote on this item due to his association with the Florence Villa Community Development Corporation (FVCDC).

Commissioner Dantzler asked about maintenance responsibilities under the agreement. City Manager Stavres explained that this was outlined under section 5 of the agreement and the FVCDC was required to maintain the property in good condition at all times, which included all interior and exterior maintenance such as walls, painting, plumbing, doors, windows, and grounds. The City remained responsible for structural elements such as the roof and interior support structures, consistent with other City facilities. Discussion ensued about the Cola building and the Armory.

C. Black & Veatch Scope of Services for a City Comprehensive Vulnerability Assessment and Adaptation Plan in accordance with FDEP Grant Agreement - 25PLN29

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Lake Idyl Stormwater Improvement Project (Phase 1) FDEP Grant Agreement NS131

City Manager Stavres gave an overview of this item.

Commissioner Dantzler inquired what would the final project would look like. Deputy City Manager Carnevale explained that the proposed stormwater system was entirely underground and would not visibly change the landscape, functioning similarly to other underground stormwater projects previously completed by the City.

Mayor Birdsong asked if this would affect water quality since the border body was in bad shape with growth. Deputy City Manager Carnevale said the system would reduce nutrient runoff into the lake by percolating stormwater into the ground and noted it was one phase of a larger, multi-phase effort that also included future in-lake improvements.

Mayor Birdsong said he had received citizen feedback regarding the condition and water quality of the lake.

Mayor Pro Tem Yates asked about the status of development on the northeast corner of the lake that the Commission had approved and once developed, if it would have requirements, etc. for their drainage. Economic Opportunity and Community Investment Director Labbe said yes and that they were currently submitting construction plans for review. They would be required to provide on-site stormwater retention under Southwest Florida Water Management District (SWFWMD) permitting.

Mayor Pro Tem Yates asked if a dock for residents would be installed and if it was allowed. Director Labbe said he was not sure yet and would check with the Engineering Division to see if those construction documents were submitted. Mayor Pro Tem Yates commented that there was no public access. City Manager Stavres clarified there was a boat ramp. Discussion ensued regarding its location on the west side of the lake at the end of Sears Avenue done in the past ten years, historical grove activity contributing to legacy nutrient impacts, and new development being required to meet current stormwater mitigation.

Commissioner Dantzler commented why would the City hold off since the developer would take care of the issue. City Manager Stavres clarified that the City's project addressed stormwater on the north end of the lake. Discussion ensued regarding the east side of the lake.

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11. RESOLUTION(S)

A. R-25-51 - Acceptance of New Utility Easement form Breeze SPE, LLC. for installation, operation, and maintenance of sanitary sewer lines and related utility infrastructure; and termination, release, and vacation of existing utility easement in favor of the City of Winter Haven.

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

12. ORDINANCE(S) - FIRST READING

A. O-25-30 - Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel

B. O-25-31 - Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C3) zoning district to an annexed parcel

City Manager Stavres gave an overview of items 12A and 12B.

Mayor Pro Tem Yates asked if the entrance and exit would be off of 8th Street NW or Avenue X NW. Director Labbe explained that access was discussed at the Planning Commission, noted that the roadway was FDOT-controlled, and stated that while the developer might seek access from 8th Street or US 17, he did not know if they would get a permit from FDOT to do that. However, from his experience it was more likely FDOT would make them connect on Avenue X. City Manager Stavres added that no site plan had been submitted yet and that the current request was limited to land use and zoning approvals to allow the development process to move forward.

C. O-25-32 - Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel (500 4th Street East Wahneta)

City Manager Stavres gave an overview of this item.

Mayor Birdsong inquired about long term plans. Winter Haven Water Assistant Director Mark Bombard stated that there were no current plans for future development of this property. He noted that a parcel to the east of it might need to be expanded in the future to support the proposed Pollard Road water treatment plant to house wells and storage tanks. There were no plans for the main parcel, however, which had an unoccupied residence and a pole barn. City Manager Stavres said the primary purpose of acquiring the property was to extend Fourth Street, which he explained in more detail. It would also allow the City to provide additional access to Wastewater Treatment Plant No. 3 and allow the City to provide certain easements for the Polk Regional Water Cooperative (PRWC) water system.

Commissioner Mercer asked about the location of a City-owned property which City Manager Stavres pointed out was a lot going north on Pollard Road. Discussion ensued.

Mayor Pro Tem Yates asked if the majority of that lot was low or wet or if it was where the small, centralized pond or lake was. City Manager Stavres said it was mostly around the pond and that that area was going to be wet.

Mayor Pro Tem Yates suggested the property could someday be considered for a small tiny-home community, an idea City Manager Stavres acknowledged as potentially worth exploring after getting through the Pollard Road Project and seeing what future utility needs and additional acreage was determined.

Commissioner Dollison asked whether the Tallahassee tiny homes project was developed by a particular developer. City Manager Stavres explained it was called The Dwellings located off Capital Circle West, and developed privately with over 100 tiny home units, including shared spaces like a commissary, classrooms, and other facilities. Commissioner Dantzler added that it also had a community garden, activities room, and kitchen. City Manager Stavres suggested it might be worth another site visit to see how the project had expanded and been sustained. Commissioner Dantzler noted that a developer would need support, including land and passion, to replicate such a project. Mayor Pro Tem Yates emphasized that securing land was the main challenge but agreed it could be a highly impactful project for families and children, suggesting it be considered for future planning.

D. O-25-33 - Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel (500 4th Street East Wahneta)

(Note: This item was a companion Ordinance to O-25-32.)

E. O-25-34 - Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Land Use

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked for clarification on whether the City had acquired 10 acres of highland uplands, noting he thought it was only five acres. Assistant Director Bombard explained that the 10-acre parcel was primarily uplands, with roughly nine acres of uplands and a small portion of wetlands along the eastern drainage canal edge, pending final survey results. City Manager Stavres confirmed the City had considered it about 10 acres when purchasing the property. Assistant Director Bombard added that an additional five-acre parcel south of the main Bradco portion was uplands reserved for future parking and trail access.

Commissioner Dantzler inquired about placing pole barns or equipment storage on the wetland area, and Assistant Director Bombard responded that the complete site design had not been finalized but accommodations would be made for maintenance needs if no suitable area was found.

Mayor Birdsong noted he had met with the Bradco family and learned that while the remaining property may be developed long-term, their business was based in Georgia, not Florida.

F. O-25-35 - Request by the City of Winter Haven to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district

There were no questions or discussion.

13. NEW BUSINESS

A. RFP-25-37 - Award of Local Government Area of Opportunity (LGAO)

City Manager Stavres gave an overview of this item.

Affordable Housing Compliance Manager Nancy Hurley confirmed that Polk County as a whole could only have one project that could get the tax credit designation per year.

City Manager Stavres explained that although multiple projects could come out of Polk County, only one could be funded through the program. There were two Winter Haven projects with one [Blue Trinity Place, LLC] recommended by the City and one recommended by Polk County, both having an equal shot of being considered. Manager Hurley said the other projects within the County were in Haines City, Lakeland and Auburndale. City Manager Stavres said that for the Winter Haven projects, both had an LGAO designation and accounting for 40% of the 5 total projects being submitted for consideration.

City Manager Stavres noted that if Blue Trinity Place were selected, the City would provide $610,000 from the affordable housing trust fund, and reiterated the City's prior $1 million commitment to the Winter Haven Housing Authority (WHHA) redevelopment of the Lucerne Park Housing Project if it were selected.

Discussion ensued regarding the City's $1 million dollar commitment, the Florida Housing Finance Corporation's non-interference period and open application, Polk County and City support for the Village of Lake Smart application submissions, and if the City's commitment was verbal or written.

City Attorney Murphy discussed the opening of the Request for Proposal (RFP) to all, parameters of what was being recommended, and the evaluation of two submittals, and the WHHA project not being on the list, which was confirmed by Manager Hurley. He also cautioned against making new formal commitments outside the completed RFP process and advised limiting action to the City staff recommended LGAO designation for Blue Trinity Place. Manager Hurley concurred. Discussion ensued.

Mayor Pro Tem Yates expressed that he wanted to be sure that every lottery ball entered for any development within Winter Haven for affordable housing had the best "leg up" possible and if the Commission needed to do something similar for the WHHA, he suggested the City look to see if they needed to do it or not. City Manager Stavres responded that only one LGAO could be granted by the City, but funding would follow whichever project ultimately received the tax credits. Discussion ensued. City Attorney Murphy concurred with City Manager Stavres that he understood that only one could be done.

Commissioner Mercer asked for clarification between the City-recommended project and the County-recommended project. City Manager Stavres said they could both go and explained in more detail.

Mayor Birdsong emphasized the importance of confirming whether the City's prior $1 million commitment to the WHHA was formally documented in the minutes. City Manager Stavres recommended that this was separate from that meeting and that he would bring forward a commitment for official action by the Commission if the project was awarded the LGAO. Discussion ensued.

Discussion ensued about loans. City Attorney Murphy clarified that one of the requirements of the loan was that there was a mortgage recorded in the public records and contributions were structured as forgivable loans tied to long-term affordability requirements. Discussion ensued.

City Manager Stavres reported that the current balance in the affordable housing trust fund was approximately $1.5 million, which he explained in more detail.

B. Certification of the November 4, 2025, City of Winter Haven Regular Municipal Election for Commission Seat Nos. 4 and 5
(*NOTE: Documents will be uploaded on November 7, 2025)

City Clerk Castillo explained that this item pertained to certification of the November 4, 2025, Regular Municipal Election. She stated that while the election had concluded and a runoff was scheduled for December 2, 2025, this certification addressed only the Regular Election results. She noted that a Canvassing Board Meeting was scheduled for Thursday, November 6, 2025 at 5:05 p.m. to conduct the Certification and Random Race and Precinct Selection. City Clerk Castillo reported that the Seat No. 4 race resulted in a Run-Off Election between Candidates Matthew Crowley and Chad Davis, and that in the Seat No. 5 race, Commissioner Dollison was declared the winner. She further stated that following completion of the November 6, 2025, Canvassing Board Meeting and results, she would upload a fact/summary sheet [and Certificates of the Commission] on Friday, November 7, 2025.

Commissioner Dantzler raised concerns about voter confusion caused by changing polling locations, that he had received numerous complaints, and advocated for establishing permanent polling places in government-owned facilities to provide consistency and reduce confusion. He suggested identifying suitable City or Polk County facilities, coordinate with the Supervisor of Elections for them to issue updated voter cards, and begin this work well in advance of the next election cycle. Mayor Pro Tem Yates concurred. Discussion ensued.

City Clerk Castillo explained that polling location changes were made in coordination with the Supervisor of Elections based on availability, proximity, capacity, and prior experience hosting elections, noting that recent changes were driven by churches declining to continue serving as polling sites. She also added that postcards to every household with registered voters had been mailed that included their exact voting location.

City Manager Stavres agreed on the importance of consistency, emphasized that changes typically occurred only when a host site became unavailable, and noted that any future use of City facilities would need to meet Supervisor of Elections requirements for space, parking, access, and capacity, particularly for midterm elections. He supported the idea of assessing potential facilities and bringing options forward for further discussion.

14. CITY COMMISSIONERS/LIAISON REPORTS – No report

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT

A. Commission Liaison Request - RFP-26-05 Aviation Fuel Supplier

There were no questions or discussion.

B. Commission Liaison Request - RFQ-26-08 Construction Engineering and Inspection Services for the East Winter Haven Aquifer Recharge at the Bradco Managed Aquifer Recharge Well

Commissioner Mercer agreed to serve.

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT

City Clerk Castillo reminded the Commission that a quorum was necessary for their Canvassing Board Meeting tomorrow, Thursday, November 7, 2025 at 5:05 p.m. in the John Fuller Auditorium for the Random Race and Precinct selection, as well as, the Certification of Election Results for the November 3, 2025, Regular Municipal Election. She explained that she had not yet received the provisional ballots, however, they would be reviewed at this meeting and added to the November 10, 2025 Regular City Commission Meeting summary sheet along with the certificates of the Canvassing Board for Seat Nos. 4 and 5. She also reminded them of the Post Election Audit on Wednesday, November 12, 2025, at 2:00 p.m. at the Supervisor of Elections Operations Center. This meeting would be to audit whichever race and precinct was chosen at random at the Canvassing Board Meeting tomorrow, which also required a quorum. Lastly, she reminded everyone that a Run-Off Election would take place on Tuesday, December 2, 2025 for Seat No. 4

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:21 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

OPEN CARRY IN THE CITY OF WINTER HAVEN

The "open carry" of firearms in Florida officially began on September 25th, 2025. So, don't be surprised if you see some people with pistols on their hips or rifles on their backs.

Since it is now lawful to open carry, it is likely that you may encounter situations where a person carrying a weapon does so on City property. What do you do if you are confronted with an individual who is openly carrying a firearm?

1. If you receive a complaint from a citizen raising concern regarding another person carrying a firearm, gather information. Then advise them that the law has recently changed and that it is now lawful to openly carry firearms.
2. Encourage these concerned citizens to research the change in the law and speak to their legislators about their concerns, as this matter is likely to be addressed in the next legislative session.
3. If the issue is more than just a complaint, and there is some kind of dispute, or a problem with the way a person is carrying a firearm, be prepared to address the matter directly. Also, contact your supervisor for assistance—and do not hesitate to contact the Police Department. It is still unlawful to exhibit a firearm in a *"...Rude, careless, angry or threatening manner."*
4. To address the matter directly, prepare yourself by taking the time to review the summary below to more fully understand the manner in which this law has changed, it will help in the above conversations.
5. Our goal is to ensure the safety of our citizens and employees—while ensuring that we avoid violating someone's constitutional rights.

THE CHANGE IN THE LAW

Because the law change arises from a Court determining that an existing law was unconstitutional, there is now a gap in our understanding of how statutes relating to carrying firearms interact. Imagine that the body of law relating to carrying firearms is a human body, this Court decision removed a key bone in that body of law, and the rest of the laws have been impacted.

In short, there is some uncertainty as to when and where certain types of firearms can be openly carried. Further, this uncertainty will remain until the legislature has time to write a new law-- which may not go into effect until next year. However, nothing has changed regarding City personnel policies regarding employees bringing firearms to work.

But for now, absent more guidance from the Courts or legislature, we will allow for handguns to be carried by visitors both openly and concealed in some city owned locations where they were not allowed before. Due to another gap in

the law now, Long-guns—such as rifles and shotguns—may be carried in all locations. This will no doubt cause some anxiety and people will complain.

However, that is state of the law now—and some people will no doubt carry weapons into places that they could not before in an attempt to push these somewhat unclear limits

Since you may be one of the first people to encounter one of these types of folks, you will need a basic understanding of the status of the law, so here's some useful information about "open carry" in Florida.

SUMMARY OF THE LAW

In an appeals court decision in September, 2025, Florida's ban on openly carrying firearms was deemed unconstitutional and a violation of the Second Amendment. According to the court decision, open carry can no longer be prohibited in any place where government property is open to the public and unrestricted.

The decision states that private property owners are still able to prohibit firearms on their property, which includes homes and businesses. Any violation of this can be considered armed trespassing - a third-degree felony.

For example, Publix asked customers back in 2021 not to openly carry guns in their stores in states where open carry is legal, although they allowed concealed carry. Meanwhile, Target asked customers to leave the guns at home in 2014, Trader Joe's said in 2019 that they "do not welcome weapons of any kind in our stores and never have," and Walmart bans open carry but allows concealed carry.

Here is where it gets tricky, the appeals court ruling affected part of a law that set parameters for concealed-weapons licenses. That law says a concealed weapons license "does not authorize any person to openly carry a handgun or carry a concealed weapon or concealed firearm into" a list of prohibited places, such as jails, bars, legislative committee meetings and police stations. See s. 790.06 of the Florida Statutes.

The Florida Attorney General stated it was his opinion that the Court Decision does not change these limits, and no one should open carry or concealed carry handguns in any of the places that were prohibited before the Court Decision. Currently, these are the locations where there are state and federal bans on open and concealed carry. But due to a loophole, these exceptions do not apply to the carrying of long guns:

- Any place of nuisance as defined in s. 823.05 (sort of an open term that includes places that endanger the health of the community, become "manifestly injurious to the morals or manners" of the community, or "annoy the community," such as prostitution dens, illegal gambling halls, specified massage parlors and anywhere criminal gang activity happens
- Any police, sheriff or highway patrol station
- Any detention facility, prison or jail
- Any courthouse (although judges may carry in the courtroom and may determine who else can)
- Polling places
- Any meeting of the governing body of a county, public school district, municipality or special district
- Any meeting of the Legislature or a committee thereof
- Any school, college or professional athletic event not related to firearms
- Professional athletic events
- Any elementary or secondary school facility or administration building
- Any career center
- Any portion of an establishment licensed to dispense alcoholic beverages for consumption on the premises, which portion of the establishment is primarily devoted to such purpose
- Any college or university facility
- The inside of the passenger terminal and sterile area of any airport, unless enclosed for shipment to be checked as baggage
- Any place where the carrying of firearms is prohibited by federal law

In summary, as example; a library, the Fieldhouse, the City Hall, public park spaces, all may experience a citizen carrying a firearm openly. While hand guns face limits per the Attorney General's opinion above, if the firearm is a long-gun, it is likely that it is perfectly lawful for this person to carry the firearm. Therefore, the proper response is to allow the person to do so, address concerns by other patrons as discussed above, and contact your supervisors or if necessary, the Police Department if the concerns warrant.

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, November 10, 2025 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:a550888c-9359-4df1-adf2-c044c0c39955
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

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

3. **INVOCATION** – Pastor Chris Young, Graceway Community Church

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

5. **PRESENTATION(S)**

A. Woman's Club of Winter Haven Presentation to the City - Jane McGinnis, President & Kimberly Burr, Committee member

City Manager Stavres introduced President McGinnis and Committee Member Burr.

President McGinnis reported that the Women's Club of Winter Haven had successfully completed its project to produce a photographic book celebrating the area's natural beauty. She explained that the book was created as a fundraising effort to support the General Federation of Women's Clubs president's project, which would fund a Flight of Honor for 172 female veterans traveling from Lakeland Linder Airport to Washington, D.C., on March 11, 2026. Ms. McGinnis stated that the community responded positively by contributing photographs, allowing the project to meet its goals, and that the books were available for a $40 donation, receiving favorable feedback for their diverse portrayal of the region's natural environment.

Committee Member Burr thanked the Commission for their encouragement and noted that the project demonstrated a positive ripple effect of community collaboration for multiple worthwhile causes. Ms. McGinnis concluded by presenting the City Commission with a signed copy of the book, *Florida Is Golden: Richness in Nature*, for inclusion in the City of Winter Haven Archives.

6. **DEVELOPMENTS OF NOTE** – None

DRAFT

7. MINUTES

A. October 13, 2025, Regular City Commission Meeting Minutes

B. October 22, 2025, City Commission Agenda Review Session Minutes

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

Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments. No one spoke for or against.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Steve Giordano, President and CEO of the Boys and Girls Club of Polk County, said that the City of Winter Haven had been their strongest municipal partner across all 10 locations and enabled significant outcomes for local youth. He reported having 419 registered members with 96 percent attendance and noted that 99% of participants qualified for free lunch, which prompted the organization to serve daily hot breakfasts and more than 43,000 meals to date. He explained that 68% of the children came from single-parent households and that average daily attendance was approximately 235 youth. He highlighted the facility's amenities, including classrooms, a game room, gymnasium, patio, fishing dock, and workforce readiness programs such as podcasting and DJ training, and noted that the gym also generated revenue through rentals. He expressed gratitude to the City for its continued support and reported 20% of the children relied on bus transportation, which cost approximately $500,000 annually. The Club owned seven of them and the other three were leased through the Polk County School Board.

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

10. CONSENT AGENDA

A. Chain of Lakes Park Phase II Additional Parking Facilities: Change Order & Third Amendment to the Interlocal Agreement with Polk County

B. Black & Veatch Scope of Services for a City Comprehensive Vulnerability Assessment and Adaptation Plan in accordance with FDEP Grant Agreement - 25PLN29

C. Lake Idyl Stormwater Improvement Project (Phase 1) FDEP Grant Agreement NS131

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

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

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

Motion carried 5:0.

11. RESOLUTION(S)

A. R-25-51 - Acceptance of New Utility Easement form Breeze SPE, LLC. for installation, operation, and maintenance of sanitary sewer lines and related utility infrastructure; and termination, release, and vacation of existing utility easement in favor of the City of Winter Haven.

City Attorney Murphy read Resolution R-25-51 by title only and City Manager Stavres presented.

Motion by Commissioner Mayor Pro Tem Yates to approve Resolution R-25-51.

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

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

Motion carried 5:0.

12. ORDINANCE(S) - FIRST READING

Mayor Birdsong reported that the following ordinances would come back for a second reading and public hearing at the November 24, 2025, Regular City Commission Meeting.

A. O-25-30 - Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel

City Attorney Murphy read Ordinance O-25-30 by title only and City Manager Stavres presented.

Mayor Birdsong reiterated that this item would come back for a second reading and public hearing at the November 24, 2025, Regular City Commission Meeting.

B. O-25-31 - Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C3) zoning district to an annexed parcel

City Attorney Murphy read Ordinance O-25-31 by title only. City Manager Stavres said this was a companion Ordinance to O-25-30.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the November 24, 2025, Regular City Commission Meeting.

C. O-25-32 - Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel (500 4th Street East Wahneta)

City Attorney Murphy read Ordinance O-25-32 by title only and City Manager Stavres presented.

D. O-25-33 - Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel (500 4th Street East Wahneta)

City Attorney Murphy read Ordinance O-25-33 by title only. City Manager Stavres said this was a companion Ordinance to O-25-32.

E. O-25-34 - Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Land Use

City Attorney Murphy read Ordinance O-25-34 by title only and City Manager Stavres presented.

F. O-25-35 - Request by the City of Winter Haven to rezone a portion of a parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district

City Attorney Murphy read Ordinance O-25-35 by title only and City Manager Stavres presented.

Mayor Birdsong reiterated that this item would come back for a second reading and public hearing at the November 24, 2025, Regular City Commission Meeting

13. NEW BUSINESS

A. RFP-25-37 - Award of Local Government Area of Opportunity (LGAO)

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

Motion by Commissioner Mercer to approve RFP-25-37 Award of LGAO designation to Blue Trinity Place, LLC.

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

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

Motion carried 5:0.

B. Certification of the November 4, 2025, City of Winter Haven Regular Municipal Election for Commission Seat Nos. 4 and 5

City Clerk Castillo presented this item as detailed in the summary sheet and noted she had also emailed a copy of the *Final Official Results (see attached)* to the Commission the previous week.

Motion by Commissioner Mercer to approve the Certification for the November 4, 2025, Regular Municipal Election.

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

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

Motion carried 4:0 with Commissioner Dollison abstaining from voting and would fill out *Form 8B Memorandum of Voting Conflict (see attached).*

C. Florence Villa Community Development Corporation Lease Agreement

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

Motion by Commissioner Mercer to approve the Florence Villa Community Development Corporation Lease Agreement.

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

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

Motion carried 4:0 with Mayor Birdsong abstaining from voting and would fill out *Form 8B Memorandum of Voting Conflict (see attached).*

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended Canvassing Board Meetings related to the election; attended the Friends of the Library 50th Anniversary and noted he had been a part of this for 30-35 years; attended his last Polk County Tourist Development Council (TDC) Arts, Culture & Heritage Committee Meeting in Lakeland and had lunch today with Mayor Pro Tem Yates and Kris Keprios from the TDC. He congratulated Mayor Pro Tem Yates who would take his place on the TDC Board and Arts, Culture & Heritage Committee.

Commissioner Mercer reported the following: attended the Polk Transportation Planning Organization (TPO) - Polk Vision Zero event to learn about ensuring safer travel and roads and how they aimed to eliminate all traffic fatalities and serious injuries by 2040; and attended Canvassing Board Meetings related to the election including a lengthy training on signature verification.

Commissioner Dollison reported the following: attended the Planning Commission Meeting; attended the groundbreaking of the Cypress Junction Montessori, which was going to be a beautiful site and would bring great opportunities for youth and children for years to come; and expressed gratitude for his opportunity to serve again as Commissioner and said it was an honor and a privilege. He also gave appreciation to his opponent Melinda Kalogridis and prayed that she would stay engaged and involved in serving the City in any capacity.

Mayor Pro Tem Yates reported the following: expressed appreciation for being a part of the election process, attended Canvassing Board Meetings related to the election, and said the meetings and audits were important to ensure that the democratic process was being followed. He also reassured the City Attorney that at that luncheon he and Commissioner Dantzler attended together, they did not discuss anything that they would potentially be meeting on and that it was just introductory of that TDC staff member [Kris Keprios].

Mayor Birdsong reported the following: gave a welcome address to over 1,000 youth attending the Florida Theatre Conference at Theatre Winter Haven, which he really enjoyed; attended the TPO - Polk Vision Zero event; attended the Cypress Junction Montessori groundbreaking and mentioned that Public Affairs and Communication Director Hill was one of the originating founders. In regards to the mission of Polk Vision Zero for road safety, he

mentioned personally witnessing two deaths – one of someone crossing the street and other by a hit-and-run. He encouraged drivers to slow down by 5 miles which would increase victim survival tenfold.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Extended early Veterans Day greetings, recognized veterans serving on the City workforce and in the community, and noted that City offices would be closed in observance of the holiday.
- Heart for Winter Haven would hold its annual banquet the following evening at Heartland Church, highlighting the organization as a key partner in addressing homelessness among school-aged children.
- The *State of the City* address would take place Thursday morning at the Ritz Theatre, with doors opening at 8:00 a.m., the program beginning at 8:30 a.m., and concluding around 10:00 a.m.
- The Main Street Winter Haven (MSWH) annual *Wine, Chocolate & Cheese* event would be held Friday evening downtown to kick off the holiday season.
- Informed the Commission that he planned to travel to Tallahassee over the weekend to represent the City to pay respects to [Legislative Lobbyist] Lester Abberger at his memorial service late Sunday afternoon.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT

City Clerk Castillo reported the following: a *Voting System Post-Election Audit* was scheduled for Wednesday, November 12, 2025 at 2:00 p.m. at the Supervisor of Elections Office and that a quorum of the Canvassing Board was required. She explained that Supervisor of Elections staff would audit Seat No. 5 and Precinct #324 at the Winter Haven Senior Adult Center, which had been randomly selected during the Canvassing Board Meeting on November 6, 2025.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:51 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

	TOTAL VOTES	%	VBM	ED
PRECINCTS COUNTED (OF 6)	6	100.00		
REGISTERED VOTERS - TOTAL	32,282			
BALLOTS CAST - TOTAL	4,423		2,567	1,856
BALLOTS CAST - BLANK	3	.07	3	0
VOTER TURNOUT - TOTAL		13.70		
VOTER TURNOUT - BLANK		.01		
Winter Haven City Commissioner Seat #4				
(VOTE FOR) 1				
Matthew Crowley	1,731	40.62	1,043	688
Chad Davis	2,044	47.97	1,158	886
Manuel Fonseca	486	11.41	292	194
Over Votes	0		0	0
Under Votes	162		74	88
Winter Haven City Commissioner Seat #5				
(VOTE FOR) 1				
Clifton E. Dollison	2,240	50.91	1,225	1,015
Melinda Eve Kalogridis	2,160	49.09	1,326	834
Over Votes	0		0	0
Under Votes	23		16	7

City of Winter Haven
2025 Regular Municipal Election

CERTIFICATE OF THE CITY CANVASSING BOARD

STATE OF FLORIDA
POLK COUNTY

We, the undersigned, Mayor Nathaniel J. Birdsong, Mayor Pro Tem Brian Yates, and City Commissioners Bradley T. Dantzler and Tracy Mercer, constituting the City Canvassing Board in and for the City of Winter Haven, do hereby certify that we met on the **4th day of November 2025**, to canvass the votes given for the **City of Winter Haven Regular Municipal Election** herein specified at the Supervisor of Elections Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida.

A **quorum** of the Canvassing Board met on the **6th day of November 2025**, to certify the votes given for the **City of Winter Haven Regular Municipal Election** at the City of Winter Haven City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida for the **City of Winter Haven Regular Municipal Election** held on the **4th day of November 2025**, as shown by returns provided by the Polk County Supervisor of Elections. We do certify from said returns as follows:

City Commission Seat No. 4 – The total number of votes cast for this seat was **4,261** (provisional ballots accepted by the Canvassing Board included) of which:

Matthew Crowley	received **1,731** votes	40.62%
Chad Davis	received **2,044** votes	47.97%
Manuel Fonseca	received **486** votes	11.41%

Mayor Nathaniel J. Birdsong

Mayor Pro Tem Brian Yates

Commissioner Bradley T. Dantzler

Commissioner Tracy Mercer

ATTEST:

Vanessa Castillo, MMC, City Clerk

City of Winter Haven
2025 Regular Municipal Election

CERTIFICATE OF THE CITY CANVASSING BOARD

STATE OF FLORIDA
POLK COUNTY

We, the undersigned, Mayor Nathaniel J. Birdsong, Mayor Pro Tem Brian Yates, and City Commissioners Bradley T. Dantzler and Tracy Mercer, constituting the City Canvassing Board in and for the City of Winter Haven, do hereby certify that we met on the **4th day of November 2025**, to canvass the votes given for the **City of Winter Haven Regular Municipal Election** herein specified at the Supervisor of Elections Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida.

A **quorum** of the Canvassing Board met on the **6th day of November 2025**, to certify the votes given for the **City of Winter Haven Regular Municipal Election** at the City of Winter Haven City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida for the **City of Winter Haven Regular Municipal Election** held on the **4th day of November 2025**, as shown by returns provided by the Polk County Supervisor of Elections. We do certify from said returns as follows:

City Commission Seat No. 5 – The total number of votes cast was **4,400** (provisional ballots accepted by the Canvassing Board included) of which:

Clifton E. Dollison	received **2,240** votes	50.91%
Melinda Eve Kalogridis	received **2,160** votes	49.09%

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

Mayor Pro Tem Brian Yates

Commissioner Bradley T. Dantzler

Tracy Mercer
Commissioner Tracy Mercer

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Dollison Clifton E.	City Commission
MAILING ADDRESS: P.O. Box 3277	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Winter Haven, FL COUNTY: Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED: 11/10/25	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Clifton E. Dollison, hereby disclose that on November 10, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Agenda Item 13B

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/10/25
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Birdsong, Jr., Nathaniel J.	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE City Commission
MAILING ADDRESS P.O. Box 3277	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY Winter Haven, FL COUNTY Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED 11/10/25	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nathaniel J. Birdsong, Jr., hereby disclose that on November 10, 2025:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Agenda Item 13C

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/10/25
Date Filed

Nathaniel J. Birdsong, Jr.
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, November 19, 2025, 5:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:71ca5094-1389-4da3-bf4e-7632d6ab8058
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER - Mayor Pro Tem Yates called the meeting to order at 5:30 p.m.

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

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

Commissioners Absent: Commissioner Tracy Mercer

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

5. PRESENTATION(S) – None

6. DEVELOPMENTS OF NOTE – None

7. MINUTES– None

8. COMMENTS FROM THE AUDIENCE – None

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

A. O-25-30 - Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel

B. O-25-31 - Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C3) zoning district to an annexed parcel

City Manager Stavres gave an overview of items 9A and 9B and said they were companion ordinances.

There were no questions or discussion.

C. O-25-32 - Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel (500 4th Street East Wahneta)

DRAFT

D. O-25-33 - Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel (500 4th Street East Wahneta)

City Manager Stavres gave an overview of items 9C and 9D and said there were companion ordinances.

Mayor Pro Tem Yates inquired if the City owned the parcel between the water plant and the area to the west. City Manager Stavres said yes.

(Mayor Birdsong entered the room at 5:35 p.m.)

E. O-25-34 - Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use

F. O-25-35 - Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district

City Manager Stavres gave an overview of items 9E and 9F and said there were companion ordinances.

Mayor Pro Tem Yates stated that, following the first reading of this Ordinance, west-side residents had contacted him with concerns about what they would see from their homes. He asked if water trucks and equipment would be visible. City Manager Stavres explained that the project entrance would be located south of the nearest residential properties, with buildings set back significantly. Economic Opportunity and Community Investment Director Labbe reported there was a landscape buffer along Buckeye Loop Road, he believed was Type-C, that included trees and shrubs. He said that buildings were set back approximately 100-300 feet from the property line. He also noted opportunities to enhance landscaping given it was the City's project. Discussion ensued. City Manager Stavres added that berms and landscaping could further create a visual buffer and explained that stormwater would likely be retained on site and directed toward wetland treatment areas as part of the water restoration project.

Commissioner Dantzler asked if buildings were anticipated to be metal, or typical municipal buildings or more Art Deco or cleaner lines. City Manager Stavres indicated the buildings would likely be metal structures with decorative lower facades designed to blend with the surrounding nature areas, and while not shelters, they would be built to allow essential operations during hurricanes. He noted uncertainty about funding tied to designating the facility as a relief center. Discussion ensued if metal buildings were designated as good shelters and Jewett Elementary School as the closest shelter in the area.

Mayor Pro Tem Yates asked about the timing of proposals and the future of existing water and billing facilities. Assistant Director Mark Bombard stated that the new facility was targeted for occupancy by July 2027, after which the 401 6th Street Southwest current administration facility and operations building would likely be vacated and potentially sold, while customer service functions in the City Hall Annex would also relocate. City Manager Stavres emphasized that consolidating utilities operations would improve efficiency and that any future sale of vacated properties would likely occur through a Request for Proposals (RFP) process to ensure compatible redevelopment in that area. Discussion ensued.

Commissioner Dantzler asked about ongoing walk-in water bill payments. Assistant Director Bombard reported approximately 100 walk-in customers per day and that he could foresee a kiosk [in the Annex] to allow continued in-person payments, while most services would transition to the new facility. City Manager Stavres added that reduced walk-in hours, which had been received well, and expanded online services were already shifting customers toward digital options.

10. CONSENT AGENDA

A. Urban Forestry Advisory Board (UFAB) Member Appointment - Citizen Seat 1

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Interlocal Agreement with Polk County Board of County Commissioners and Conveyance of Conservation Easement for the "Astute Property"

City Manager Stavres gave an overview of this item.

Mayor Birdsong commented the item appeared to allow the City to obtain funding for conservation efforts that the City intended to undertake regardless. City Manager Stavres explained that the City had attempted to complete the conservation easement prior to closing, but timing constraints related to Polk County and City Commission meetings prevented that. He noted that the City Attorney worked closely with the property owner and the County Attorney's Office to facilitate the process.

City Attorney Murphy reported that the [Polk County] Board of County Commissioners (BoCC) had approved both the interlocal agreement and the conservation easement at its prior meeting yesterday and that fully executed originals had been delivered to his office this morning. He stated that the documents were executed by the new BoCC Board Chair, Martha Santiago, and would be brought to the November 24, 2025, Regular City Commission Meeting for Commission approval and signature.

City Manager Stavres added that the conservation easement was a significant component of the property closing and emphasized that the acquisition of approximately 153 acres represented a major portion of the more than 500 acres of environmentally sensitive land acquired by the City in recent years.

C. RFQ 25-40 - Award of Continuing Contracts for Airport Planning & Engineering Services

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. Request for Approval of Third Amendment to Blue Line Aviation Land Lease Agreement

City Manager Stavres gave an overview of this item. He also acknowledged Aaron Groseclose, a representative of Blue Line Aviation, who was in the audience.

Commissioner Dantzler expressed concerns if the Blue Line Aviation (lessee) project failed mid-construction and the lease had to be terminated and asked how partially constructed buildings and assets would be handled. City Attorney Murphy explained that, under the land lease agreement, the lessee was required to provide performance and statutory bonds similar to those required for a public project. He stated that these bonds would allow the City to recover funds to complete the improvements if necessary and clarified that any improvements made would remain with the property as part of the real estate. Commissioner Dantzler confirmed that this protection was tied to the lease performance bonds and City Attorney Murphy affirmed that it was.

E. Authorization for Travel and Training - Florida City & County Management Association (FCCMA) 2026 Winter Institute (Stavres & Carnevale)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

F. Uncollected Accounts Receivable for Fiscal Year 2025

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

G. Establishment of a Fee Schedule and Facility Rental Use Policy for the Chain of Lakes Park

City Manager Stavres gave an overview of this item. He commended Parks, Recreation and Culture Director Adams and Assistant Director Scott Eilers for bringing this item forward and noted that the Chain of Lakes Park was scheduled to commence full operations on December 5, 2025.

Commissioner Dantzler concurred and said that when he visited the park to hike and jog the gates were closed. He asked how access to the jogging trail would function. Assistant Parks, Recreation and Culture Director Scott Eilers explained that the park was closed because it remained an active construction site. He stated that once ownership was transferred, the trail would be open at all times, while the park would remain locked, with trail access points located near the northeast parking area behind Chick-fil-A and Panera, the southwest side, and future parking areas. He noted the intent to keep trail access separate from the park due to ticketed events. City Manager Stavres added that the site included multiple manual and electronic gates to manage parking and access during concurrent events, which he explained in more detail. Discussion ensued.

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Commissioner Dollison asked about parking capacity and if it was more adequate for the facility. City Manager Stavres responded that approximately 320–350 additional spaces had been added, with staff coordinating with Visit Central Florida to mitigate scheduling conflicts ahead of time. Parks, Recreation and Culture Director Adams discussed parking management planning in more detail.

Commissioner Dollison questioned how turf restrictions would be enforced. Director Adams stated that staff would be present during events, restrictions would be communicated in advance to tournament organizers and teams, and signage would reinforce the rules. She added that security needs were coordinated with the Police Department based on attendance thresholds. City Manager Stavres noted that the facility would be secured and monitored by cameras when not in use.

Commissioner Dollison asked what the large green space would be used for. Director Adams explained it would serve as a more passive area for people to congregate and come together for a sense of neighborhood and belonging. Also, that it would not allow for vehicular traffic, other than staff, and had no current plans for lighting. She explained that the artificial turf used specialized maintenance equipment, provided a consistent playing surface, and drained efficiently, allowing play during rain. Lastly, she stated that the ribbon cutting was scheduled for December 3, 2025, with the first tournament beginning shortly thereafter.

11. RESOLUTION(S) – None

12. ORDINANCE(S) - FIRST READING

A. O-25-36 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use

B. O-25-37 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial-Highway (C-3) zoning district

City Manager Stavres gave an overview of items 12A and 12B and said they were companion Ordinances.

There were no questions or discussion.

C. O-25-39 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. O-25-40 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked whether the donation to the Winter Haven Public Library was directed to the City, the library foundation, or the General Fund. He expressed concern that the funds be preserved and used meaningfully rather than absorbed over time. City Manager Stavres clarified that the donation went directly to the City of Winter Haven for the library and expressed confidence that library leadership and the Library Advisory Board would use the funds to enhance programs or assets aligned with the donor's interests, not routine expenses. Librarian Jane Martin confirmed the funds were not intended for daily operations and stated the library was exploring appropriate uses that honored the donor's support for literacy, writing, and the arts. City Attorney Murphy confirmed the donation was legally made to the City for the library with minimal restrictions. Chief Financial Officer (CFO) Scott explained the funds were placed in a dedicated library fund and would remain restricted if not spent.

Mayor Pro Tem Yates reiterated concern about ensuring the funds were not diluted over time.

Commissioner Dantzler ultimately expressed appreciation for the gift and shared personal reflections on the donor.

E. O-25-41 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

F. O-25-42 - Amending O-24-44, appropriating funds for fiscal year ending September 30, 2025

City Manager Stavres gave an overview of this item. He also expressed appreciation to CFO Scott and her team for preparing these [three] ordinances and clear summaries extremely well.

There were no questions or discussion.

13. NEW BUSINESS

A. Grant & Aid Application Review Committee (GAARC) Appointment of New Member and Procedural Recommendations for the FY 27 Cycle

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes

City Manager Stavres gave an overview of this item.

Commissioner Dollison asked whether the proposed parking garage project accelerated the City's previously anticipated timeline given surrounding development and future demand. City Manager Stavres confirmed it would deliver parking sooner than otherwise possible and explained that updated growth had increased parking demand beyond what was anticipated in the 2022 Walker study. He emphasized that delaying action could result in higher land and construction costs and fewer available sites. He also detailed the estimated project cost at approximately $10.2 million, which included land acquisition, soft costs and construction.

Mayor Pro Tem Yates cautioned that the garage must be clearly identified as parking and questioned if the City would consider implementing a no overnight parking requirement. City Manager Stavres said that Collman & Karsky Architects, Inc. who was proposing to do this project had also done the City's existing parking garage. For overnight parking, he stated that signage and operations could be addressed through policy and noted concerns about discouraging irresponsible behavior if overnight parking were permitted. He added that the garage would provide unrestricted public parking with future policy flexibility.

City Attorney Murphy and CFO Scott clarified bond and funding flexibility issues. Mayor Pro Tem Yates announced he would recuse himself from voting due to a potential financing relationship involving his employer.

Commissioner Dantzler asked whether the CRA was involved in this. City Manager Stavres confirmed there was no CRA funding associated with this project.

Commissioner Dollison expressed support for the proposal and interest in public feedback.

City Manager Stavres credited staff and legal counsel for navigating the complex P3 process.

14. CITY COMMISSIONERS/LIAISON REPORTS – No reports

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT – No report

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT – No report

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:06 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, November 24, 2025 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:4c7321de-0c9c-458d-9260-3ab41f2346ae?viewer%21megaVerb=group-discover
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

   Commissioner Absent: Commissioner Tracy Mercer

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

3. **INVOCATION** – Pastor Tim Clark, Haven Worship Center

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

5. **PRESENTATION(S)** – None

6. **DEVELOPMENTS OF NOTE** – None

7. **MINUTES** – None

8. **COMMENTS FROM THE AUDIENCE**

   Dan Chesnicka, 861 Oleander Drive in Winter Haven and Managing Director of Theatre Winter Haven and the Ritz Theatre, gave a detailed update on the management and programming at the Ritz Theatre. He reported that the venue currently attracts approximately 700 attendees each week through a combination of shows produced by his team and events produced in partnership with organizations such as the Symphony Guild of Winter Haven. He highlighted the success of *Tribute Tuesdays* and cited a recent Beatles tribute and upcoming Elvis show that required a second performance due to high demand, as well as vaudeville nights featuring acts like the *Rat Pack* during the holiday season. Mr. Chesnika described the growing popularity of *Nitro Bingo*, which averaged over 100 participants per night, and outlined upcoming initiatives for *First Friday* that they were partnering with Destroyer Media on, they were layering in Friday night date nights with childcare for $15 so parents could enjoy the Winter

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Haven Ritz or shows, *Smart Mile* Saturdays, Saturday game nights, and *Sunday Funday*, designed to expand entertainment offerings six days a week. He emphasized collaboration with downtown restaurants to create dinner-and-show packages and engagement with residential communities to incorporate Ritz events into their amenities packages, all aimed at increasing downtown visitation, supporting local businesses, and maximizing community participation in cultural programming.

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

A. O-25-30 - Request by Candace Ducking and Lisson Etienne to assign Neighborhood Support Future Land Use to an annexed parcel

City Attorney Murphy read Ordinance O-25-30 in its entirety and City Manager Stavres presented.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-30 on second reading – public hearing.

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

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

Motion carried 4:0.

B. O-25-31 - Request by Candace Ducking and Lisson Etienne to assign Commercial- Highway (C3) zoning district to an annexed parcel

City Attorney Murphy read Ordinance O-25-31 in its entirety. City Manager Stavres said this was a companion to Ordinance O-25-30.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-31 on second reading – public hearing.

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

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

Motion carried 4:0.

C. O-25-32 - Request by the City of Winter Haven to assign Institutional Future Land Use to an annexed parcel (500 4th Street East Wahneta)

City Attorney Murphy read Ordinance O-25-32 in its entirety and City Manager Stavres presented.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-32 on second reading – public hearing.

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

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

Motion carried 4:0.

D. O-25-33 - Request by the City of Winter Haven to assign Public Institutional (PI) zoning district to an annexed parcel (500 4th Street East Wahneta)

City Attorney Murphy read Ordinance O-25-33 in its entirety. City Manager Stavres said this was a companion to Ordinance O-25-32.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-33 on second reading – public hearing.

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

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

Motion carried 4:0.

E. O-25-34 - Request by the City of Winter Haven to amend the 2035 Future Land Use on a portion of a City-owned parcel from Neighborhood Suburban and Neighborhood Support Future Land Uses to Institutional Future Land Use

City Attorney Murphy read Ordinance O-25-34 in its entirety and City Manager Stavres presented.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-34 on second reading – public hearing.

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

Duy Nguyen, 1475 Buckeye Loop Road in Winter Haven, said he lived directly across from the proposed site, noted that he was a member of the Affordable Housing Committee (AHAC), and had a background in real estate and development. He expressed concern that placing this project in a residential area would negatively impact property values, noise levels, and traffic, which he believed had already increased significantly over the past 10 years. He urged the Commission to table or vote down the item until residents were better informed and stated that the project did not conform with the surrounding residential area and could be located elsewhere in the City.

Patricia Glasscock, 1491 Buckeye Loop Road in Winter Haven, said she lived directly across from the project site. She expressed concerns about noise, truck traffic, and disclosure and said that she and her husband were not informed at the October 7, 2025 [Planning Commission] Meeting about the scale of operations, including large trucks and the injection of significant amounts of water near homes with well water and septic systems. She also raised concerns about the removal of trees and the potential lack of a sound barrier, and unanswered questions about turn lanes and truck access. Lastly, she asked for clarification on how these impacts would be addressed.

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

Discussion ensued regarding siting, buffering, landscaping, mitigation, utilities, aquifer, wells, traffic, noise, access, hours, operations, engagement, infrastructure, and water supply.

Charles Glasscock, 1491 Buckeye Loop Road in Winter Haven, asked to see a map of the 370 acres purchased near Sage Road to understand its layout and potential traffic impact. Mayor Birdsong agreed to provide the map, and Winter Haven Water Director Hubbard clarified that part of the land was wetland while some areas were high ground. City Manager Stavres confirmed they would provide Mr. Glasscock with the requested map.

Mrs. Glasscock expressed concerns regarding turn lanes.

Mr. Nguyen expressed concerns regarding property values and area impact.

Mr. Glasscock expressed concerns regarding trees.

Motion carried 4:0.

F. O-25-35 - Request by the City of Winter Haven to rezone a portion of a City-owned parcel from Single Family Residential- Small Lot (R-2) and Conservation (CN) zoning districts to Public Institutional (PI) zoning district

City Attorney Murphy read Ordinance O-25-35 in its entirety and City Manager Stavres presented.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-35 on second reading – public hearing.

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

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

Motion carried 4:0.

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10. CONSENT AGENDA

A. Urban Forestry Advisory Board (UFAB) Member Appointment - Citizen Seat 1

B. Interlocal Agreement with Polk County Board of County Commissioners and Conveyance of Conservation Easement for the "Astute Property"

C. RFQ 25-40 - Award of Continuing Contracts for Airport Planning & Engineering Services

D. Request for Approval of Third Amendment to Blue Line Aviation Land Lease Agreement

E. Authorization for Travel and Training - Florida City & County Management Association (FCCMA) 2026 Winter Institute (Stavres & Carnevale)

F. Uncollected Accounts Receivable for Fiscal Year 2025

G. Establishment of a Fee Schedule and Facility Rental Use Policy for the Chain of Lakes Park

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

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

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

Motion carried 4:0.

11. RESOLUTION(S) – None

12. ORDINANCE(S) - FIRST READING

A. O-25-36 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use

City Attorney Murphy read Ordinance O-25-36 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 8, 2025, Regular City Commission Meeting.

B. O-25-37 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial-Highway (C-3) zoning district

City Attorney Murphy read Ordinance O-25-37 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 8, 2025, Regular City Commission Meeting.

C. O-25-39 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report

City Attorney Murphy read Ordinance O-25-39 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 8, 2025, Regular City Commission Meeting.

D. O-25-40 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

City Attorney Murphy read Ordinance O-25-40 by title only and City Manager Stavres presented.

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Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 8, 2025, Regular City Commission Meeting.

E. O-25-41 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

City Attorney Murphy read Ordinance O-25-41 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 8, 2025, Regular City Commission Meeting.

F. O-25-42 - Amending O-24-44, appropriating funds for fiscal year ending September 30, 2025

City Attorney Murphy read Ordinance O-25-42 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 8, 2025, Regular City Commission Meeting.

13. NEW BUSINESS

A. Grant & Aid Application Review Committee (GAARC) Appointment of New Member and Procedural Recommendations for the FY 27 Cycle

City Manager Stavres presented this item as detailed in the summary sheet. He also recognized David Berry, applicant, who was in the audience.

Motion by Mayor Pro Tem Yates to approve the Grant & Aid Application Review Committee (GAARC) Appointment of New Member David Berry and Procedural Recommendations for the FY 27 Cycle.

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

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

Commissioner Dantzler thanked Mr. Berry for all of his good work and encouraged him to still apply for funding on behalf of The Mission and just recuse himself from voting on that particular item.

Motion carried 4:0.

B. Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes

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

City Attorney Murphy explained the procedure on this item further.

Rick Baker, Six/Ten LLC Investor and Consultant, showed a PowerPoint *(link/see attached)* pertaining to the proposal and discussed each slide in more detail. He also said that representatives from Six/Ten LLC and Urban Action LLC were also present in the audience for any questions.

City Manager Stavres said that staff would take note of speakers and transcribe their comments in preparation of the December 8, 2025, Regular City Commission Meeting.

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

*The following comments are directly from the **Report of Public Comments Received** First Duly Noticed Public Meeting November 24, 2025 document, which was attached (see attached) to Resolution R-25-58:*

Beth Koon-Spiwak:

Comments: Concerned about the mobility impaired community. Desires to see more handicapped spaces and drop off areas in downtown, as well as the implementation of micro-transit.

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Response: While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy within the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Jessie Skubna:

Comments: Stated she is not for, or against, the proposal. Questioned the speed by which this proposal is being considered. Asked if the funds contemplated were from the General Fund, if the City contemplated other sites for the garage, and the impact on parking during construction. Would not like the City to lease the spaces in the new garage for a future private development.

Response: The process for consideration of an Unsolicited Proposal is dictated by Section 255.065 of the Florida Statutes and details opportunity for public comment. City staff reviewed the proposal, solicited a review by an independent third party, and scheduled the First Duly Noticed Public Meeting as required by the above referenced Statute. The Unsolicited Proposal, and all public comment received, will be considered by the City Commission at a Second Duly Noticed Public Meeting, as dictated by the above referenced Statute. Approximately 3 years ago the City issued a bond with funds specifically designated for the development of future parking infrastructure in downtown. Since then, the City has realized savings on other projects and interest earnings which in combination with other legally available funds, is sufficient to fund the acquisition of the completed parking structure as contemplated in the Unsolicited Proposal. City staff has engaged with several property owners since the adoption of the completion of the Downtown Strategic Parking and Mobility Master Plan in July of 2022 to discuss the potential of a second parking structure. During construction, the private parking lot that is currently constructed on the proposed site will not be available for public parking. It is anticipated that during construction patrons will likely park in any available on-street public spaces or the public surface lot on Ave B SW. The City acknowledges that during construction parking on the south side of downtown may become temporarily strained. The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Steve Kalogridis:

Comments: Presented himself as part of the ownership of the property on which the Unsolicited Proposer wishes to construct the parking structure. Provided an overview of development activity in the area and indicated that this private property will be developed (under this Unsolicited Proposal, or in the future) and the parking lot that is currently on the property will no longer be available for a farmer's market or for public parking.

Response: Noted

Paul Nuñez:

Comments: Noted the need for additional parking in the area and expressed concern about the long-term availability of the newly constructed spaces for public use. Also expressed concerns for the mobility impaired.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted in at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage. While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy within the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

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Mike Lee:

Comments: Noted the need for additional parking. Expressed concern that the new spaces might be leased out. Desires for the spaces to remain public.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Carl Kohling:

Comments: Noted concerns about lighting in the current (existing) garage not being bright enough. Wanted to make sure the proposed garage was well lit to enhance safety.

Response: The City acknowledges and agrees that lighting and design of the proposed garage to promote and encourage public safety is imperative. If the Unsolicited Proposal is approved, the City will ensure design criteria to promote public safety, including lighting, is included.

Bud Strang:

Comments: The construction of a second garage is primarily an economic development project allowing more people to come to downtown.

Response: Noted.

Carissa Hughes:

Comments: Expressed concerns and a desire for the City to consider effects upon small businesses and the mobility impaired. Noted that the loss of parking spaces downtown has impacted her business.

Response: The addition of 292 additional public parking spaces to the downtown parking inventory increases the capacity of downtown for additional patrons of local businesses by approximately 21%. While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy in the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Mike Hill:

Comments: Acknowledged that additional parking downtown is needed to support local business. Desires for the parking spaces in the proposed garage to remain public in the future and not leased.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Miguel Barcelo:

Comments: Acknowledged he is in favor of the proposed garage. Concerned about transparency from the City and how to get more information, not just about this proposed garage but with all new projects. Desires to have more wayfinding in downtown and micro transit.

Response: With respect to the Unsolicited Proposal, the process for consideration of an Unsolicited Proposal is dictated by Florida Statute Section 255.065 and details opportunity for public comment. City staff reviewed the proposal, solicited a review by an independent third party, and scheduled the First Duly Noticed Public Meeting as required by the above referenced Statute. The Unsolicited Proposal, and all public comment received, will be considered by the City Commission at a Second Duly Noticed Public Meeting, as required by the above referenced Statute. All City Commission meetings are duly noticed and open to the general public. The entire agenda packet is available on line at the City's website and City staff are available to answer questions the public may have prior to

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each meeting. Additionally, with respect to general City projects, the City has developed a "Project Page" on the City's website that details the status of current City projects and provides contact information to City project leads who can answer more specific questions that may arise. The Community Redevelopment Agency (CRA) recently contracted with a consultant to complete a Wayfinding Master Plan for the downtown. The CRA has budgeted funds to begin implementing that plan in Fiscal Year 25/26. The CRA has also budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy in the noted areas.

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

City Manager Stavres stated that answers to specific questions would be brought back and that at that point, the Commission could decide how to proceed. Also, anything specific to the comprehensive agreement to advance the project if deemed appropriate by the Commission would come back to the City Commission for its consideration possibly at the second Regular City Commission Meeting in January, 2026 but more likely in early February 2026 for their consideration.

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Dantzler reported the following: attended the Main Street Winter Haven (MSWH) *Wine, Chocolate & Cheese* event; attended the grand opening of the Lake Elbert Trail and said it would be an iconic project; attended the Police Department Thanksgiving Luncheon; attended the State of the City address and complimented City Manager Stavres for doing a great job and all of the other staff that supported him and made the Commission look good; and attended the Heart for Winter Haven banquet and commented it was one of the best ones they held.

Commissioner Dollison reported he had attended the Lake Elbert Trail Grand Opening which had been phenomenal and he encouraged everyone to utilize it.

Mayor Pro Tem Yates reported the following: attended the *State of the City* address, which was very well received and praised City Manager Michael Stavres for his effective leadership and communication. He also noted the importance of civic engagement through events and meetings. He also attended the Heart for Winter Haven event and gave positive feedback; attended the Lake Elbert Trail Grand Opening and expressed strong pride and described it as a generational legacy project that improved public health, connectivity, and property values rather than a personal initiative of any one official. He also addressed and refuted public accusations regarding eminent domain, stated it was not used for the Lake Elbert Trail, and asked for clarification. City Manager Stavres confirmed that all land for the trail was acquired through voluntary negotiations with property owners, with no use of eminent domain, and noted that when owners declined to sell, the City adjusted plans for the project accordingly. He emphasized that the City historically relied on negotiated purchases rather than eminent domain. Mayor Pro Tem Yates concluded by expressing pride in Winter Haven, the City's respect for residents and property owners, and his personal connection to the project and community.

Mayor Birdsong reported the following: based on his 23 years of experience, the Lake Elbert Trail had not been built earlier because property owners were previously unwilling to sell, donate, or otherwise allow use of their land, and the City chose not to pursue eminent domain. He emphasized that the trail only became possible through later negotiations, voluntary sales, and donations from property owners and noted that many had strongly opposed the project years ago. He added that while eminent domain was necessary in limited circumstances, such as water transmission projects, it was not used for the Lake Elbert Trail. He also shared that he had been selected to chair committees through the Polk Regional Water Cooperative (PRWC); attended a new employee luncheon; attended the Veterans Day Luncheon with veterans at the Lake Howard Heights [Condominiums], which was one of his favorite things. He commented positively on the Lake Elbert Trail event, the Police Department Thanksgiving Luncheon; and attended the *State of the City* address. Finally, he noted that the City's website contained extensive project information that residents may not fully realize was available and referenced a prior parking garage study that was funded years earlier in anticipation of future need, concluding that planning decisions made then had led to the current situation.

15. CITY ATTORNEY REPORT

City Attorney Murphy wished everyone a Happy Thanksgiving.

DRAFT

16. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Public comments from the business community and residents highlighted the value of transparency and community input, noting that concerns and support raised would be summarized in a report for the next meeting.
- Wayfinding improvements were underway through Community Redevelopment Agency (CRA) staff and that a meeting was scheduled with the Lakeland Area Mass Transit District (LAMTD) to discuss a circulator route and micro transit options.
- A recent safety audit of the existing parking garage had led to lighting and resealing improvements, emphasizing the importance of well-lit parking structures.
- Staff were developing potential new grant-style programs to support local small businesses, which could be brought to the Commission and CRA Board in the coming month.
- City offices would be closed Thursday, November 27, 2025 and Friday, November 28, 2025 for Thanksgiving, but he and the Deputy City Manager Carnevale would remain available as needed.
- Introduced new Fire Marshal, Jeremias Perez, and highlighted the importance of the role and expressing appreciation for filling the position. Fire Chief Neubrand added Fire Marshal Perez had about 10 years of experience in fire prevention practices as assistant fire marshal and fire marshal at other agencies. Fire Marshal Perez thanked the Commission and City staff. City Manager Stavres remarked that it was exciting that, within the past year, the City had hired both a Fire Chief and a Fire Marshal, neither of whom previously worked for the City but both of whom resided in and served the community.
- Expressed pride in the Lake Elbert Trail, commending Parks Planning and Strategic Initiatives Manager Andy Palmer, Parks, Recreation and Culture Director Julie Adams, and the entire project team. He also noted that the trail was being heavily used and had become a significant community asset.
- Shared that City team members planned to be at the Lake Elbert Trail early on Thanksgiving morning for a walk or jog and invited Commission to join if they wished.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale recognized and thanked Mr. Arlin Arbieter who had just been appointed to the Urban Forestry Board (UFAB) and was in the audience. He also wished everyone a Happy Thanksgiving.

18. CITY CLERK REPORT

City Clerk Castillo reported the following:

- Run-off election was scheduled for Tuesday, December 2, 2025 and that reminder postcards with their specific polling locations had been mailed to registered voters.
- Early walk-in voting had begun and continued through Wednesday, November 26, and again on Monday, December 1, at the Polk County Supervisor of Elections Operations Center in Winter Haven and the Supervisor of Elections Headquarters in Bartow, noting that the Lakeland Government Center was not available for the Run-off.
- Early voting hours were 8:30 a.m. to 4:30 p.m.
- Election Day polling hours were 7:00 a.m. to 7:00 p.m.
- The same polling locations used for the November 4 election were also being used for the Run-off, including the new locations at Spring Haven Senior Living and Cypress Ridge Presbyterian Church.
- Three additional poll workers and an extra deputy were added to improve efficiency.
- Election information was available on the City's website and the Polk County Supervisor of Elections website, including a voter lookup tool to verify City residency.

- The Logic and Accuracy Test of voting equipment was scheduled for 11:30 a.m. the following day at the Winter Haven Operations Center. Both candidates were invited, and that Mayor Birdsong agreed to attend on behalf of the canvassing board since no quorum was required.

- Canvassing Board Meeting on Friday, December 5, at 10:00 a.m. at City Hall was to certify the Run-off. She emphasized that a quorum was required and requested confirmation of attendance given conflicts with the Florida League of Cities Legislative (FLC) Conference. Discussion ensued. Mayor Birdsong, Commissioner Dantzler, and Commissioner Mercer said they would attend.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 8:43 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

Unsolicited Proposal for a Qualifying Project (Parking Garage)
Pursuant to Section 255.065 Florida Statutes

Report of Public Comments Received
First Duly Noticed Public Meeting
November 24, 2025

Beth Koon-Spiwak:

Comments: Concerned about the mobility impaired community. Desires to see more handicapped spaces and drop off areas in downtown, as well as the implementation of micro-transit.

Response: While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy within the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Jessie Skubna:

Comments: Stated she is not for, or against, the proposal. Questioned the speed by which this proposal is being considered. Asked if the funds contemplated were from the General Fund, if the City contemplated other sites for the garage, and the impact on parking during construction. Would not like the City to lease the spaces in the new garage for a future private development.

Response: The process for consideration of an Unsolicited Proposal is dictated by Section 255.065 of the Florida Statutes and details opportunity for public comment. City staff reviewed the proposal, solicited a review by an independent third party, and scheduled the First Duly Noticed Public Meeting as required by the above referenced Statute. The Unsolicited Proposal, and all public comment received, will be considered by the City Commission at a Second Duly Noticed Public Meeting, as dictated by the above referenced Statute. Approximately 3 years ago the City issued a bond with funds specifically designated for the development of future parking infrastructure in downtown. Since then, the City has realized savings on other projects and interest earnings which in combination with other legally available funds , is sufficient to fund the acquisition of the the completed parking structure as contemplated in the Unsolicited Proposal. City staff has engaged with several property owners since the adoption of the completion of the Downtown Strategic Parking and Mobility Master Plan in July of 2022 to discuss the potential of a second parking structure. During construction, the private parking lot that

is currently constructed on the proposed site will not be available for public parking. It is anticipated that during construction patrons will likely park in any available on-street public spaces or the public surface lot on Ave B SW. The City acknowledges that during construction parking on the south side of downtown may become temporarily strained. The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Steve Kalogridis:

Comments: Presented himself as part of the ownership of the property on which the Unsolicited Proposer wishes to construct the parking structure. Provided an overview of development activity in the area and indicated that this private property will be developed (under this Unsolicited Proposal, or in the future) and the parking lot that is currently on the property will no longer be available for a farmer's market or for public parking.

Response: Noted

Paul Nunez:

Comments: Noted the need for additional parking in the area and expressed concern about the long-term availability of the newly constructed spaces for public use. Also expressed concerns for the mobility impaired.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted in at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage. While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy within the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Mike Lee:

Comments: Noted the need for additional parking. Expressed concern that the new spaces might be leased out. Desires for the spaces to remain public.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Carl Kohling:

Comments: Noted concerns about lighting in the current (existing) garage not being bright enough. Wanted to make sure the proposed garage was well lit to enhance safety.

Response: The City acknowledges and agrees that lighting and design of the proposed garage to promote and encourage public safety is imperative. If the Unsolicited Proposal is approved, the City will ensure design criteria to promote public safety, including lighting, is included.

Bud Strang:

Comments: The construction of a second garage is primarily an economic development project allowing more people to come to downtown.

Response: Noted.

Carissa Hughes:

Comments: Expressed concerns and a desire for the City to consider effects upon small businesses and the mobility impaired. Noted that the loss of parking spaces downtown has impacted her business.

Response: The addition of 292 additional public parking spaces to the downtown parking inventory increases the capacity of downtown for additional patrons of local businesses by approximately 21%. While not specifically related to the Unsolicited Proposal, the City has previously identified the need to increase ADA accessibility and general mobility in the downtown area. The City is currently engaged with a consulting firm to develop an ADA transition plan and the Community Redevelopment Agency has budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy in the noted areas. Additionally, the construction of 292 public spaces, as contemplated within the Unsolicited Proposal, provides opportunity to

designate additional on-street spaces as handicapped spaces or perhaps drop-off zones.

Mike Hill:

Comments: Acknowledged that additional parking downtown is needed to support local business. Desires for the parking spaces in the proposed garage to remain public in the future and not leased.

Response: The City has an ordinance in place that limits parking spaces for lease within public parking structures to 10% of the total available spaces. Any proposal to lease more than 10% of the total available spaces is subject to City Commission approval through a lease agreement or Developer's Agreement. All City Commission actions are conducted at duly noticed public meetings with opportunity for public comment. Additionally, no proposal has been received to lease spaces within the proposed garage.

Miguel Barcelo:

Comments: Acknowledged he is in favor of the proposed garage. Concerned about transparency from the City and how to get more information, not just about this proposed garage but with all new projects. Desires to have more wayfinding in downtown and micro transit.

Response: With respect to the Unsolicited Proposal, the process for consideration of an Unsolicited Proposal is dictated by Florida Statute Section 255.065 and details opportunity for public comment. City staff reviewed the proposal, solicited a review by an independent third party, and scheduled the First Duly Noticed Public Meeting as required by the above referenced Statute. The Unsolicited Proposal, and all public comment received, will be considered by the City Commission at a Second Duly Noticed Public Meeting, as required by the above referenced Statute. All City Commission meetings are duly noticed and open to the general public. The entire agenda packet is available on line at the City's website and City staff are available to answer questions the public may have prior to each meeting. Additionally, with respect to general City projects, the City has developed a "Project Page" on the City's website that details the status of current City projects and provides contact information to City project leads who can answer more specific questions that may arise. The Community Redevelopment Agency (CRA) recently contracted with a consultant to complete a Wayfinding Master Plan for the downtown. The CRA has budgeted funds to begin implementing that plan in Fiscal Year 25/26. The CRA has also budgeted for the implementation of a micro-transit system within the Downtown and Florence Villa CRA areas. Staff is currently working with Citrus Connection to identify routes and destinations for micro-transit and is working to procure the purchase of GEM vehicles to deploy in the noted areas.

Additional comments/questions received via email on November 25, 2025; 2:06pm from Jessie Skubna

1. **Does the city have a policy for unsolicited proposals? Can you share the policy with me?**

The City does not have a policy for unsolicited proposals. Unsolicited proposals are regulated by Florida Statute 255.065. The City and the unsolicited proposer are required to follow FS 255.065 when making application, receiving, reviewing, and processing any unsolicited proposal it may receive.

2. **How much did the city pay walker consultants for the independent study?**

$7,500

3. **What happens when the project goes over budget?**

If the City Commission accepts the unsolicited proposal, it is expected that a comprehensive agreement will be memorialized with a maximum price for delivery of the project to the City of $10,217,495.97. Cost overruns for the project and construction risk for the project is expected to be borne by the unsolicited proposer.

4. **Is there an appraisal that values the lot at 2 million, where is this evaluation coming from?**

Just value of $3,319,331 for the property and its master parcel was determined by the Polk County Property Appraiser for calendar year 2025. While the City has not procured a separate appraisal of this property, this site is considered to be one of the five pre-vetted locations for potential parking development. The property owner, Urban Action, LLC has committed its interest in the property, for the project, at a valuation of $2,000,000. At 20% of the overall project cost, Walker Consultants has summarized that the land value is likely within acceptable market parameters for the purchase. Additionally, the price per acre for the land associated with the unsolicited proposal is likely less than a similar vacant property on Central Avenue, according to listing prices and valuations received within previous proposals for development.

* * *

5. **How large is the lot? I see the garage would be 96k square feet for the 4 levels. Does that mean the lot is around a half-acre to 3/4 acre?**

The exact dimensions of the parcel proposed to be subdivided and sold to the City on which the completed parking structure is proposed to be located have not yet been determined. However, based upon the size of the garage and conceptual depictions of the parcel within the unsolicited proposal, the approximate parcel size is .62 acres. Exact structure dimensions and subsequent parcel size would need to be determined during the comprehensive agreement negotiation process as well as the final design process.

6. **What are the soft costs?**

According to the unsolicited proposal the total soft costs are $1,436,163. Soft costs generally include engineering design, architectural design, survey work, and legal expenses.

7. **If you commit 10 plus million to this project will that kill any chance of funding for any other parking in the near and far future?**

No. The City implements a variety of strategies and utilizes multiple funding sources to complete projects, including public parking projects. As an example, the City was awarded FDOT grant funding for the 3rd Street complete street project which is anticipated to commence construction this fiscal year. The 3rd Street complete street project includes the enhancement of public on-street parking spaces along this corridor.

8. **Why if people prefer open on street or surface lots are we moving so quickly to spend over 10 million dollars on a garage that has proven not to be the answer due to lack of use in current garage. Why not take the 10 million and spread out throughout all of downtown including 6/10 properties?**

A balanced approach to public parking, as advocated for within the Walker 2022 Downtown Strategic Parking and Mobility Master Plan, includes both structured parking, on-street parking, and public surface lots. The City is actively pursuing this approach. The current parking garage averages approximately 235 vehicles per day and is generally 30% to 50% occupied during normal business hours, depending on the day or season. With multiple redevelopment projects contemplated in the near future, including the Grand Central project, the City anticipates a much higher utilization within the existing garage, and believes the addition of available public parking spaces will facilitate continued growth within the downtown. A second parking structure is a key

component, but certainly not the only component, of the balanced approach. The City will continue to evaluate opportunities to add additional on-street parking spaces as well as potential future public surface parking spaces.

9. Is the garage going to be traditional or precast construction?

According to the unsolicited proposal the structure will be pre-cast concrete construction.

10. What defines this as a public private partnership?

The Florida Legislature defines public private partnerships of this nature in Florida Statutes 255.065.

11. Where will the people who use the lot currently park during construction?

The parking lot that is currently on the property contemplated by the unsolicited proposal is privately owned. It is understood that the property owner has previously allowed public parking on this property, however, the owner has indicated that if this proposal is not approved for a public parking structure, they will cease to allow future public parking and will develop the property with another use. During construction, it is anticipated that existing on-street and/or surface lots near to this site will be utilized. The City will explore options for reducing impacts contemplated by the construction.

12. Is the city willing to put in writing that they will only lease out 10% leaving the 90% for public use at all times no matter what?

Ordinance O-22-47 provides that any leases exceeding 10% of the total inventory within a parking structure require City Commission review and action via a lease agreement or a developer's agreement. All action of the City Commission occurs at duly noticed public meetings with input solicited from the public. Should the City Commission wish to adopt a new ordinance governing the use of public spaces within a City parking structure, it has the ability to do so.

13. Was the parking study adopted and when?

The 2022 Walker Downtown Strategic Parking and Mobility Master Plan was presented to the Downtown CRA Advisory Committee on November 7, 2022. The Advisory

Committee endorsed the plan by a vote of 7 to 3

The 2022 Walker Downtown Strategic Parking and Mobility Master Plan was then presented to the CRA Board on November 14, 2022. It was unanimously endorsed and accepted (7-0).

14. What exactly was walker consulting asked to do for the additional funding that was approved after the original study was completed?

After the initial 2022 Downtown Strategic Parking and Mobility Master Plan, Walker was issued two additional task orders. The first was issued in 2023 for the creation of a Wayfinding Master Plan and Parking Zone Analysis. This was a budgeted item within the Downtown CRA budget. The second was for an independent analysis of the unsolicited proposal. Fees for the independent analysis were paid from the $25,000 application fee submitted by the unsolicited proposer.

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, December 03, 2025, 5:30 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b1f46985-770b-44e3-ac82-98ba5bb19799
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

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

5. PRESENTATION(S)

A. * AGENDA REVIEW ONLY *** Strategic Plan Presentation: Quality of Life**

(Note: This item was presented after Agenda Item 13C.)

City Manager Stavres gave an overview of the items being presented under this pillar. A *FY25 Strategic Pillar Update – Quality of Life PowerPoint* presentation *(see link/attached)* was shown and slides explained in more detail by each presenter.)

Winter Haven Recreation & Cultural Center Update

Parks, Recreation and Culture Director Adams provided an update on this project. She reported that construction was progressing well, showcased recent flyover footage that highlighted completed and emerging features, which included an outdoor sport court, playground, shaded pavilions, aquatics area, gymnasium, breezeway, landscaping, and preserved trees. She stated that the project was moving forward on schedule in partnership with Collage Construction and that staff were actively preparing for operations by developing programs, standard operating procedures (SOP), policies, and schedules. Director Adams explained that existing programs had been temporarily relocated to Rotary Park and would transition to the new facility upon opening, and that community surveys were being used to shape future intergenerational programming. She noted collaboration among facility, library, and aquatics teams to ensure a smooth opening and emphasized efforts to build strong community connections so that this "jewel" facility would be fully operational from day one.

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December Holiday Events

Special Events Coordinator Natalie Wilson provided a seasonal update and outlined upcoming holiday events:

- *Starlight Nights* - had already begun and credited Main Street Winter Haven, its volunteers, and the City's Streets Division for installing downtown holiday lights and decorations throughout December.

- *Tree Lighting Ceremony* - December 4 in Central Park would have live music and refreshments donated by local businesses.

- *Havendale Christmas Parade* - December 5, in partnership with the City of Auburndale, featured more than 100 entries for floats, marching groups and local organizations.

- *Christmas Boat Parade* - December 6 on the Chain of Lakes.

- *Winter Haven Winter Wonderland* - December 12 in Central Park which offered free photos with Santa, a movie showing of the *Polar Express*, children's activities, food vendors, and complimentary gift wrapping.

- Annual *Menorah Lighting Ceremony* - December 18 in Central Park partnership with the Chabad Jewish Center to celebrate Hanukkah with the community.

Dr. Martin Luther King, Jr. Week

Coordinator Wilson reported that the City planned a week-long Martin Luther King Jr. celebration from January 12 through January 19 to honor the life and legacy of Dr. King:

- The MLK Steering Committee had been actively coordinating events, including story time at the library, a movie screening at the Ritz, a wreath-laying ceremony at MLK Park, a unity luncheon at Nora Mayo Hall honoring Dr. King and local Black heroes, the MLK parade, and a community breakfast hosted by the Concerned Citizens of Winter Haven.

- A more detailed presentation and additional updates would be provided at the January 12, 2026, Regular City Commission meeting by the MLK Steering Committee.

She emphasized that these City-hosted events represented only a portion of the broader community programming, with many additional MLK-related events organized by community groups, churches, and other organizations.

Wilson advised that full event details were available on the City's community calendar at www.mywinterhaven.com

She concluded by thanking the Mayor, Commissioners, City staff, partners, local organizations, and volunteers for their continued support and contributions.

Mayor Pro Tem Yates asked whether there was a downtown activity replacing the former *Carols in the Park*, which had historically been hosted by Main Street Winter Haven (MSWH). Coordinator Wilson responded that since Main Street was no longer hosting that event, Destroyer Media planned a *Holidays on Central* event on Saturday, December 6, featuring a holiday market-style experience with vendors and gift offerings similar in nature to *Carols in the Park*.

Commissioner Dantzler added that attendees of the Menorah lighting should be aware that Dave Jackson, a familiar and longtime presence at the event, had passed away a few months earlier, noting that while he was not a rabbi, he regularly participated and greeted attendees and would be missed.

Introduction of the Community Engagement Manager

Public Affairs and Communications Director Hill announced and formally introduced Jackie Vickers as the City's new Community Engagement Manager and noted that the position was newly created within the Public Affairs and Communications team to lead citywide neighborhood outreach and engagement. She explained that the role focused on strengthening connections between residents, community organizations, and the City through transparent and responsive engagement, and coordinating strategies with leadership. The role would also represent the City at public events, serve as a liaison to neighborhoods, develop initiatives such as a certified ambassador program for employees, and lead the creation of a comprehensive neighborhood program. Director Hill stated that Manager Vickers was selected through a rigorous hiring process similar to that used for department directors, including multiple interview panels and community involvement, and officially joined the City on November 10, 2025, after previously working with Polk County Public Schools and holding several civic leadership roles.

DRAFT

Community Engagement Manager Vickers thanked the Mayor and Commissioners, stated that it was an honor to accept the position, and shared that she had already begun actively engaging in City initiatives. She also expressed her enthusiasm for serving the Winter Haven community and conveyed her commitment to building lasting connections and contributing positively to the City's future.

SHIP Funding Update

Economic Opportunity and Community Investment Director Labbe provided an update on the City's State Housing Initiatives Partnership (SHIP) program. He explained that it funded affordable housing initiatives such as owner-occupied rehabilitation and down payment assistance for income-qualified residents. Director Labbe reported that rollover funding exceeded $900,000, fiscal year 2025–26 allocations totaled just over $400,000 (with approximately $25,000 received to date), and total available funding was slightly more than $1.3 million, though additional state disbursements were still pending. He stated that nearly $1.2 million had already been encumbered since July 1, 2024, that a waiting list remained in place with funds effectively committed once received, and that the program continued to perform strongly. He also highlighted that five families had received approximately $190,000 in down payment assistance, roughly $35,000 per household, and emphasized that the program enabled homeownership opportunities that would not have been possible otherwise and underscoring the tangible impact of the funding on residents' lives.

Heart for Winter Haven Report

Brad Beatty, of Heart for Winter Haven, reported that child homelessness in Winter Haven public schools had declined for three consecutive years, from 627 in 2023–24 to 547 this past year. He credited the City's support in preventing homelessness and rehousing families and noted that since 2022, 255 families, which was approximately 600 children, had been kept from imminent eviction, and 140 homeless families, which was around 400 children, had been stably rehoused. Mr. Beatty highlighted that during the past grant cycle, 17 homeless families were rehoused, 33 families facing imminent eviction were stabilized, and 52 families received individualized case management and life planning services. He also described a new pilot voucher initiative to address housing affordability and build long-term stability, including financial literacy and employability training.

Mayor Pro Tem Yates asked about local preferences in housing projects and whether private entities like Heart for Winter Haven could direct housing locally. City Attorney Murphy said he believed there were fair housing standards laws, rules and regulations that likely may apply at the federal and state level. Affordable Housing Compliance Manager Nancy Hurley suggested looking at contractual approaches that might allow some local prioritization.

Mayor Birdsong and Mayor Pro Tem Yates discussed funding limitations and possibilities for partial local support.

Commissioner Dollison noted that the homelessness issue had been recognized and championed by P.E.A.C.E. (Polk Ecumenical Action Council for Empowerment) Polk County. He credited Commissioner Dantzler for meeting with P.E.A.C.E. and emphasized that the City of Winter Haven had taken the issue seriously, which lead to the observed reductions in homelessness.

City Manager Stavres added that the decrease in numbers should be celebrated given a growing population and economic pressures. Overall, the Commission recognized the ongoing success of the program and committed to continued monitoring and support.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES – None

8. COMMENTS FROM THE AUDIENCE – None

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

A. O-25-36 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use

B. O-25-37 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial Highway (C-3) zoning district

City Manager Stavres said there had been no changes to items 9A and 9B since first reading.

There were no questions or discussion.

C. O-25-39 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report

There were no questions or discussion.

D. O-25-40 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

There were no questions or discussion.

E. O-25-41 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

There were no questions or discussion.

F. O-25-42 - Amending O-24-44 appropriating funds for fiscal year ending September 30, 2025

There were no questions or discussion.

10. CONSENT AGENDA

A. Florida Department of Transportation (FDOT) Road Closure Permit Application

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Theatre Winter Haven Use Agreement for the Ritz Theatre - Second Addendum

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. Authorization for Travel & Training - Coastal & Heartland National Estuary Partnership (CHNEP) Policy Committee 2026 Meetings (Mercer)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

D. CRA Board Seat 2 Reappointment

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

E. Law Enforcement JAG23 Residual Grant Body Armor

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

F. Purchasing of Drones and Holsters

City Manager Stavres gave an overview of this item. He noted that it did not need Commission action and was for informational purposes only.

Mayor Pro Tem Yates asked whether drone operations would be staffed by the Police Department or the IT Department. Police Chief Monroe responded that the Police Department would handle drone operations. He added that several officers had been selected for training and once certified, drones would be deployed across all patrol shifts to allow Citywide deployment at any time.

G. East Winter Haven Aquifer Recharge and Wetland Restoration - Protected Species Habitat Evaluation

City Manager Stavres gave an overview of this item.

Mayor Birdsong asked for clarification on how the first task order would determine whether the remaining task orders were necessary. Winter Haven Water Assistant Director Mark Bombard explained that the initial evaluation would assess potential impacts to endangered species, specifically noting limited concern for species such as bats and Caracara, and that staff would coordinate with Florida Fish and Wildlife Conservation Commission (FWC) and wildlife agencies. Assistant Director Bombard also said that if the initial evaluation found no evidence of species presence, no further phases would be required, but if evidence were identified, a more extensive follow-up study would be necessary.

11. RESOLUTION(S)

A. R-25-52 - Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 Foot wide north/south improved right of way consisting of the old West Lake Eloise Drive

City Manager Stavres said he would give an overview of items 11A, 11C, and 11D in one description because they flowed together. He said they were three different resolutions with the first one pertaining to the original right-of-way (ROW), the second pertaining to the easement that was associated with that ROW, and the third pertaining to improvements and acceptance of new right-of way and other related infrastructure by the City.

Commissioner Mercer asked whether any utilities remained in the referenced easements and whether the City planned future use of them. City Manager Stavres stated that utilities had been relocated and abandoned, but easements were typically retained due to potential future needs.

Mayor Pro Tem Yates inquired if the master plan contemplated housing over those areas [easements]. Director Labbe said yes and that he believed it was in phase five of their project. City Attorney Murphy added that new utility easements would be required through the plating process.

Commissioner Dantzler asked why the City would retain easements if utilities had already been relocated elsewhere. Commissioner Mercer responded that easements were often kept due to uncertainty about future development needs. Commissioner Dantzler questioned whether that still applied if homes were built over the former easements. Commissioner Mercer clarified that her concern was ensuring all utilities were fully relocated and that no future need existed. She noted that once easements were relinquished, they could be costly to reacquire.

Mayor Birdsong questioned the sequencing of agenda items 11A, 11C, and 11D. City Manager Stavres attributed to administrative numbering.

B. R-25-53 - Naming an unnamed north/south running right-of-way generally located north of Old Lucerne Park Road and south of Greppen Pass, as platted by the Lake Lucerne Phase 6 Subdivision, as Greppen Pass

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

C. R-25-54 - Request by Forestar (USA) Real Estate Group Inc. to vacate a public utility easement established in 2006; underground water and sewer utility easement, as recorded in the Official Records Book 7132, Pages 521 through 524, Public Records Polk County, Florida

This item was discussed under 11A.

D. R-25-55 - Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase 3A Subdivision

This item was discussed under 11A.

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E. R-25-56 - Re-Naming of Winter Haven Tennis Center

City Manager Stavres gave an overview of this item.

There were no questions or discussion

F. R-25-57 - Affordable Housing Advisory Committee Reappointments

City Manager Stavres gave an overview of this item.

Commissioner Dantzler stated that he had served on the AHAC for several years and encouraged current and future Commissioners to actively support and participate in the committee. He emphasized that it was functioning effectively, used state funds to provide down payment assistance and home repairs, and that having a Commission Liaison present made a meaningful difference. He noted that his appointment had helped resolve quorum issues and also offered to brief or assist whoever would take his place to ensure continuity.

Commissioner Dollison expressed interest in serving as the AHAC liaison. City Manager Stavres responded that liaison assignments would be addressed during the January 12, 2026 reorganization and added that the AHAC incentive Strategy Report was included on the agenda and would be discussed further under the New Business section.

G. R-25-58 - Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes

City Manager Stavres gave an overview of this item and said he would defer to City Attorney Murphy if there was anything else that needed to be clarified within the process or answer any questions.

City Attorney Murphy stated that the report accurately reflected the process, referenced the independent Walker Consultants study and the 2022 Downtown Master Parking Study discussed at the November 24, 2025, Regular City Commission Meeting, and included a compilation of public questions and responses that would be published in the Florida Administrative Register if the Commission approved the Resolution.

Commissioner Dantzler asked whether future Commissions could change limitations on leasing parking spaces and expressed concern about protecting long-term public access. City Attorney Murphy explained that the vote at the December 8, 2025, Regular City Commission Meeting would authorize findings and negotiations, not approve a final agreement, and that generally Ordinances could always be amended by future commissions. City Manager Stavres added that the existing Ordinance limiting private leasing to 10% already required Commission approval for anything beyond that and emphasized that the public benefit of the project was the addition of 292 public parking spaces. He noted that he would not recommend leasing beyond what the Ordinance allowed.

Mayor Birdsong clarified procedural limits on public comment during the meeting. He discussed parking requirements for downtown development and noted that residential and hotel projects typically required dedicated parking tied to financing, while any agreement to lease public garage spaces would require Commission approval. Mayor Pro Tem Yates raised concerns about overnight parking, potential future private reliance on the garage, funding impacts on the transportation fund, and perceptions of pressure from private property owners. He also noted that he could not vote on the item due to a conflict of interest [for which he would file the appropriate *Form 8 B Memorandum of Voting Conflict* with the City Clerk]. City Manager Stavres explained funding sources, clarified that bond restrictions no longer applied to the parking funds, and stated that a comprehensive agreement would likely return no earlier than February, 2026. City Attorney Murphy suggested March, 2026 to be on the safe side.

Commissioner Mercer suggested evaluating parking demand more holistically, including business needs and potential revenue from rented spaces. Director Labbe responded that prior planning studies had already identified the need for a second parking facility based on anticipated downtown growth.

12. ORDINANCE(S) - FIRST READING – None

13. NEW BUSINESS

A. Certification of the December 2, 2025, City of Winter Haven Municipal Run-Off Election for Commission Seat No. 4 (NOTE: Documents will be uploaded on December 5, 2025)

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

(Commissioner Dantzler left the room at 6:31 p.m.)

B. Affordable Housing Incentive Strategies Report 2025

City Manager Stavres gave an overview of this item.

(Commissioner Dantzler reentered the room at 6:32 p.m.)

Mayor Birdsong stated that elements of the strategic report referenced potential changes to the City's Land Development Code, which would require future consideration by the Commission after adoption of the report and in subsequent meetings. Director Labbe explained that the Affordable Housing Advisory Committee (AHAC), as required by the state for jurisdictions receiving State Housing Initiatives Partnership (SHIP) funding, reviewed the City's Comprehensive Plan, Land Development Code, and housing-related policies and made two recommendations for the current year. He clarified that these were advisory only and cited a prior AHAC recommendation of fee reductions for affordable housing that the City had previously implemented through a Land Development Code amendment as an example of past action. Director Labbe noted that staff would research the current recommendations and, if appropriate, bring forward proposed ordinances for Commission consideration.

Mayor Birdsong concurred with Commissioner Dantzler's concern that recommendations should not simply be received and left unaddressed, emphasizing the importance of follow-through.

C. Agreement for Purchase and Sale of Real Property - 1725 North Lake Shipp Drive SW

City Manager Stavres gave an overview of this item and said it was being pulled from the agenda, which he explained further, and said it would hopefully come back for the January 12, 2026, Regular City Commission Meeting.

There were no questions or discussion.

14. CITY COMMISSIONERS/LIAISON REPORTS – No reports

15. CITY ATTORNEY REPORT – No report

16. CITY MANAGER REPORT – No report

17. DEPUTY CITY MANAGER REPORT – No report

18. CITY CLERK REPORT

City Clerk Castillo reporting the following:

- A Canvassing Board Meeting was scheduled for Friday, December 5, 2025, at 10:00 a.m. in the John Fuller Auditorium for a random precinct selection, review of provisional ballots, and certification of the Run-Off election. Provisional ballots would be reviewed at this meeting and added to the December 8, 2025, Regular City Commission Meeting summary/fact sheet and certification documents once the meeting concluded.
- A Post-Election Audit was scheduled for Tuesday, December 9, 2025, at 11:00 a.m. at the Supervisor of Elections Operations Center to audit the randomly selected precinct. A quorum of the Canvassing Board was required.
- Confirmed that both meetings had been properly noticed in accordance to legal requirements.
- Extended belated birthday wishes to Commissioner Mercer and wished Mayor Pro Tem Yates a happy birthday.

❖

Mayor Birdsong asked whether formal notice was required to cancel the last Regular City Commission meeting in December. City Manager Stavres explained that the City Charter did not require a resolution or formal notice to cancel a meeting, and that by past practice the Commission could cancel the December 22, 2025 meeting by consensus.

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There was consensus of the Commission to cancel the December 22, 2025, Regular City Commission Meeting as well as the December 17, 2025 Agenda Review Session.

City Manager Stavres added a reminder that he would be out of the office tomorrow and Friday attending the Florida League of Cities (FLC) Legislative Conference. In his absence, Deputy City Manager Carnevale would be available to handle any necessary matters.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:30 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, December 8, 2025 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:072411cd-956f-4345-9517-f83632e6394f
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

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

3. **INVOCATION** – Pastor Jonathan Winfree, Redeemer City Church

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

5. **PRESENTATION(S)** – None

6. **DEVELOPMENTS OF NOTE** – None

7. **MINUTES** – None

8. **COMMENTS FROM THE AUDIENCE** – None

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

A. O-25-36 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to amend the Future Land Use on a parcel and a portion of another parcel from Neighborhood Suburban Future Land Use to Neighborhood Support Future Land Use

City Attorney Murphy read Ordinance O-25-36 in its entirety and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-25-36 on second reading – public hearing.

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

Ken Henry, 366 Terranova Boulevard in Winter Haven and representative of the "regional community council" that represented 13 neighborhood communities in southeast Winter Haven, stated that he lived in the Terranova Subdivision and that residents strongly opposed a proposed commercial development within a residential area near Villamar. He cited ignored public concerns regarding wetland impacts, drainage, traffic congestion on Eloise Loop Road, uncertainty about the project's use and height, and reliance on the long-term Thompson Nursery Road extension. He asserted that residents felt the process prioritized the developer over citizens, conflicted with expectations of residential development, and exacerbated broader concerns about rapid growth, infrastructure strain, and the loss of residential character in Winter Haven.

David Koszewski, 226 Terranova Boulevard in Winter Haven and Homeowners Association (HOA) president of the Terranova Subdivision, stated that the proposed commercial development posed serious flooding risks because the site functioned as a long-standing overflow and swamp area receiving stormwater from Terranova and that altering it would likely cause flooding to nearby homes. He further asserted that the road infrastructure was not in place, which was contrary to claims made to the Planning Commission, and that approving commercial development before the Thompson Nursery Road connection was completed would worsen traffic, exacerbate existing construction impacts, and be premature without clear plans for drainage and access.

John Bannon, from Wood & Associates Engineering, LLC in Lakeland and on behalf of the applicant, explained that the proposed commercial designation aligned with the City's comprehensive plan by planning for a future key intersection intended to serve nearly 1,800 nearby residential units, reduce trip lengths, and represent the only viable commercial node in that area. He further stated that drainage and wetlands had already been addressed under existing residential permits with required stormwater and floodplain mitigation, and that traffic impacts would be subject to future county and city review and improvements at the site-permitting stage.

Discussion ensued regarding proposed uses, zoning status, traffic concurrency, infrastructure readiness, permitting timeline, future approvals, allowable uses, building height, buffering, stormwater, and economic feasibility.

Linda Fife, 3691 Plymouth Drive in Winter Haven and HOA Vice President for the Traditions Subdivision, said she also sat on the "regional community council" with Mr. Henry. She stated that nearby commercial development along Thompson Nursery Road, which included a Publix and multiple vacant commercial spaces within a mile, already served the area and questioned the need for additional commercial construction at the proposed site. She further warned that added fill and elevation in a known wet area could worsen flooding, noise, and neighborhood impacts, citing current issues from nearby construction, and urged the Commission to table the item until infrastructure and existing developments were complete.

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

Motion carried 4:1 with Mayor Pro Tem Yates voting no.

B. O-25-37 - Request by VMAR DEV, LLC and Cunningham Investors, LLC to rezone a parcel and a portion of another parcel from Planned Unit Development (PD) zoning district to Commercial Highway (C-3) zoning district

City Attorney Murphy read Ordinance O-25-37 in its entirety and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-25-37 on second reading – public hearing.

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

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

Motion carried 4:1 with Mayor Pro Tem Yates voting no.

C. O-25-39 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 5, Article II by adding Section 5-24 relating to the scheduling or commencement of structural repairs by condominium or cooperative associations within a specified timeframe after the Building Official's receipt of Phase Two Inspection Report

City Attorney Murphy read Ordinance O-25-39 in its entirety and City Manager Stavres presented.

Motion by Mayor Pro Tem Yates to approve Ordinance O-25-39 on second reading – public hearing.

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

Discussion ensued regarding the seven developments in Winter Haven that were subject to this item. City Manager Stavres said that a list of these could be provided to the Commission to ensure accuracy.

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

Motion carried 5:0.

D. O-25-40 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

City Attorney Murphy read Ordinance O-25-40 in its entirety and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-25-40 on second reading – public hearing.

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

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

Motion carried 5:0.

E. O-25-41 - Amending O-25-29 appropriating funds for fiscal year ending September 30, 2026

City Attorney Murphy read Ordinance O-25-41 in its entirety and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-25-41 on second reading – public hearing.

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

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

Motion carried 5:0.

F. O-25-42 - Amending O-24-44 appropriating funds for fiscal year ending September 30, 2025

City Attorney Murphy read Ordinance O-25-42 in its entirety and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Ordinance O-25-42 on second reading – public hearing.

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

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

Motion carried 5:0.

10. CONSENT AGENDA

A. Florida Department of Transportation (FDOT) Road Closure Permit Application

B. Theatre Winter Haven Use Agreement for the Ritz Theatre - Second Addendum

C. Authorization for Travel & Training - Coastal & Heartland National Estuary Partnership (CHNEP) Policy Committee 2026 Meetings (Mercer)

D. CRA Board Seat 2 Reappointment

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E. Law Enforcement JAG23 Residual Grant Body Armor

F. Purchasing of Drones and Holsters

G. East Winter Haven Aquifer Recharge and Wetland Restoration - Protected Species Habitat Evaluation

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

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

Dan Chesnika, 861 Oleander Drive SE in Winter Haven and Producing Director for Theatre Winter Haven, spoke in reference to item 10B. He explained that extending the use agreement for the Ritz was necessary to qualify for state facilities grants, as the state required long-term site commitments, and a prior application had been rejected due to an insufficient lease term. He stated that the proposed $273,598 project would replace incandescent lighting and analog equipment with digital systems, reduce utility costs by approximately 87%, and leverage a favorable state match. He noted that the application scored 93% and had a strong likelihood of funding.

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

Motion carried 5:0.

11. RESOLUTION(S)

A. R-25-52 - Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 Foot wide north/south improved right of way consisting of the old West Lake Eloise Drive

City Attorney Murphy read Resolution R-25-52 by title only.

City Manager Stavres noted that items 11A, 11C and 11D shared the same summary/fact sheet and asked that item 11B be moved until the three companion Resolutions were done to minimize confusion.

Deputy City Manager Carnevale presented.

Motion by Mayor Pro Tem Yates to approve Resolution R-25-52.

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

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

Motion carried 5:0.

B. R-25-53 - Naming an unnamed north/south running right-of-way generally located north of Old Lucerne Park Road and south of Greppen Pass, as platted by the Lake Lucerne Phase 6 Subdivision, as Greppen Pass

(Note: This item was presented after item 11D)

City Attorney Murphy read Resolution R-25-53 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-53.

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

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

Motion carried 5:0.

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C. R-25-54 - Request by Forestar (USA) Real Estate Group Inc. to vacate a public utility easement established in 2006; underground water and sewer utility easement, as recorded in the Official Records Book 7132, Pages 521 through 524, Public Records Polk County, Florida

City Attorney Murphy read Resolution R-25-54 by title only and Deputy City Manager Carnevale presented.

Motion by Mayor Pro Tem Yates to approve Resolution R-25-54.

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

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

Motion carried 5:0.

D. R-25-55 - Request by Forestar (USA) Real Estate Group, Inc., to release the subdivision Performance Bond and confirming acceptance of improvements, infrastructure, and dedications in favor of the Public/City of Winter Haven for the Harmony on Lake Eloise Phase 3A Subdivision

City Attorney Murphy read Resolution R-25-55 by title only and Deputy City Manager Carnevale presented.

Motion by Commissioner Mercer to approve Resolution R-25-55.

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

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

Motion carried 5:0.

E. R-25-56 - Re-Naming of Winter Haven Tennis Center

City Attorney Murphy read Resolution R-25-56 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-56.

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

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

Motion carried 5:0.

F. R-25-57 - Affordable Housing Advisory Committee Reappointments

City Attorney Murphy read Resolution R-25-57 by title only and City Manager Stavres presented.

Motion by Commissioner Mercer to approve Resolution R-25-57.

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

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

Motion carried 5:0.

G. R-25-58 - Unsolicited Proposal for a Qualifying Project (Parking Garage) Pursuant to Section 255.065 Florida Statutes

City Attorney Murphy read Resolution R-25-58 by title only and City Manager Stavres presented.

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City Attorney Murphy stated for the record that the staff report (summary/fact sheet) included the Resolution with three exhibits, the report of public comments received at the November 24, 2025 meeting with corresponding responses, and the 2022 Downtown Strategic Parking and Mobility Master Plan

Motion by Commissioner Mercer to approve Resolution R-25-58.

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

Jessie Skubna, 100 3rd Street SW in Winter Haven, expressed that she opposed the proposed parking acquisition and garage. She said that long-standing parking studies had repeatedly recommended revising infill development policies rather than eliminating or replacing existing parking, and she questioned the stated need given available unused garage spaces during peak events. She also said that the property valuation and proposed $2 million purchase were fiscally irresponsible, relied on misleading assessments, unfairly shifted developer burdens to taxpayers. She asked the City to reconsider this item in favor of more practical, surface-level parking solutions.

Sergio Cruz, 523 7th Street NW in Winter Haven, proposed using City-owned land next to the [Greater Winter Haven] Chamber of Commerce for a multi-level parking structure, estimating it could provide over 300 spaces and centralize access to City Hall, the library, and the Chamber. He added that this approach would address the parking shortage while being more efficient and cost-effective for taxpayers than the proposed $2 million land purchase.

Robbie Loftus, 10 Lake Link Drive in Winter Haven, said that parking should have been more distributed rather than centralized in one location and expressed concern that the same developers repeatedly received City consideration and projects. He noted that despite submitting multiple redevelopment plans for Lake Howard and meeting with City staff over four years prior, no progress had occurred. He urged the Commission to be more deliberate and equitable in its use of taxpayer funds.

Grant Piche, 403 Avenue B NE in Winter Haven, said that while he appreciated the investors' positive impact on downtown, he questioned the rationale for additional parking and commercial development given trends toward biking, walking, and alternative transportation, and suggested more creative solutions to move people to existing parking facilities. He also cited longstanding infrastructure issues such as poor lighting in his neighborhood and concluded that the project did not appear to serve the right priorities or reasons.

Matthew Crowley, 9071 Thomasville Drive in Winter Haven, said he supported growth but expressed concern that the proposed parking garage and broader downtown development appeared to disproportionately benefit properties owned or controlled by Six/Ten LLC, raising questions about ownership concentration, influence, and the use of public funds. He urged the Commission to commit to transparency through disclosure of communications with Six/Ten, a review of potential conflicts or undue influence, and a citywide planning framework that prioritized equity and community interests over corporate control.

Michael Hill, 3206 East Lake Hartridge Drive in Winter Haven, stated that he was an investor in Six/Ten and Silver Properties and disputed claims that the parking garage was being built primarily for Six/Ten, noting that Six/Ten was a relatively small owner in those projects. He explained that nearby businesses lacked convenient parking, that the existing City garage was underused due to distance and weather, and argued that additional centrally located parking was necessary to support downtown businesses and continued growth in Winter Haven.

Bud Strang, 1733 East Lake Cannon Drive in Winter Haven and President/CEO of Six/Ten LLC, acknowledged that the $10 million cost of the parking garage was significant but stated that the decision required long-term planning for economic development five to ten years into the future. He explained that peer cities like Lakeland had invested in multiple downtown garages and that Winter Haven needed to invest ahead of growth despite the benefit to Six/Ten. He also emphasized that future loss of surface parking made the garage a necessary and strategic investment.

Paul Nuñez, 106 Lake Howard Drive in Winter Haven and owner of Lucille's American Café in Downtown Winter Haven, said he agreed with much of Ms. Skubna's comments because she had done her homework and was concerned with how the City spent their money. He also said that he supports the proposed parking garage, stating that downtown growth, which was driven in large part by Six/Ten's long-term, high-risk investment, required the City to proactively provide structured parking before remaining developable land was gone. He added that based on his experience as a business owner and observations of comparable cities, he believed the garage would be used as surface parking fills up, is necessary to sustain downtown commerce, and should be complemented by additional surface parking where feasible.

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Miguel Barcelo, 302 4th Street SW in Winter Haven, said that his intent was to be constructive and clarified that a prior amendment to the City ordinance allowed up to 100% of spaces in City-owned parking garages to be leased, which he said was not in the public's best interest if public funds were used, and he asked whether the Commission would formally limit leased spaces to 10 percent to ensure public access. He also cautioned against criticizing Six/Ten for its success, acknowledged the need to scrutinize valuations and data, and emphasized that while careful review was warranted, timely action on parking was necessary to prevent the permanent loss of available spaces as downtown development continues. Discussion ensued.

In reference to the Ordinance that Mr. Barcelo was referring to, City Attorney Murphy clarified that although it allowed the city manager to lease parking spaces as described, any such action required prior approval by the City Commission and a written agreement recommended by the city manager, thereby ensuring that the Commission retained final authority over the decision. Discussion ensued.

Discussion ensued regarding ironclad limits on leasing, parking garage usage, the unsolicited proposal, property values, alternative sites for parking, the role of surface parking, ADA accessibility, micromobility, wayfinding, public input, timing and delays, P3 structure being used, City growth and development, developer negotiations, small business impact, and the importance of strategic funding and responsible use of public resources.

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

Motion carried 4:0 with Mayor Pro Tem Yates abstaining from voting and would fill out *Form 8B Memorandum of Voting Conflict (see attached).*

City Manager Stavres reiterated that as previously mentioned by the mayor and the city attorney, the report would need to be published and posted in the Florida Administrative Register for seven days. He clarified that the commission's action that evening did not authorize him to spend $10 million to build a parking garage. The next step would involve a methodical process of negotiating all the terms and conditions of a comprehensive agreement, which would then be brought back to the commission for consideration. He indicated that this would not return before February 1, 2026 at the earliest, at which point the Commission could decide whether to advance the project.

12. ORDINANCE(S) – FIRST READING - None

13. NEW BUSINESS

A. Certification of the December 2, 2025, City of Winter Haven Municipal Run-Off Election for Commission Seat No. 4

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

Motion by Mayor Pro Tem Yates to approve the Certification of the December 2, 2025, City of Winter Haven Municipal Run-Off Election for Commission Seat No. 4 *(see attached).*

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

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

Discussion ensued regarding who of the Canvassing Board would be in attendance for the Post Election Audit. Commissioner Dollison would be attending and also City Manager Stavres and City Clerk Castillo as alternates.

Motion carried 5:0.

B. Affordable Housing Incentive Strategies Report 2025

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

(Mayor Birdsong left the room at 8:23 p.m.)

(Mayor Birdsong reentered the room at 8:25 p.m.)

Motion by Mayor Pro Tem Yates to approve the Affordable Housing Incentive Strategies Report 2025 to include the suggested changes.

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

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

Motion carried 5:0.

14. CITY COMMISSIONERS/LIAISON REPORTS

Mayor Birdsong asked about the December 17, 2025, Agenda Review Session and the December 22, 2025, Regular City Commission Meeting. City Manager Stavres explained that there had already been consensus at the December 3, 2025, Agenda Review Session that there would be no meetings on December 17 and 22, however, the consensus could be made in this formal setting as well.

There was consensus of the Commission to cancel the December 17, 2025, City Commission Agenda Review Session and the December 22, 2025, Regular City Commission Meeting.

❖

Commissioner Dantzler reported the following: thanked the Commission for the tremendous honor of naming the Tennis Center facility after him and that getting a tennis facility was one of the first things on his list when he first ran for Commission 13 years ago; said that the parking garage was a tough vote but that he thought the Commission had made the right decision; attended the *Christmas Tree Lighting Ceremony* with the other Commissioners; attended the ribbon cutting at the Chain of Lakes [Park - Phase II Project], which he was very proud of which made him think of his father and how much he would enjoy it; and attended his last Affordable Housing Advisory Committee (AHAC) which was moving in the right direction and making a difference in people's lives.

Commissioner Mercer reported the following: attended the ribbon cutting at the Chain of Lakes; attended many [election-related] Canvassing Board Meetings; attended the Chamber *[Monthly Membership] Luncheon: AdventHealth Update*; attended the *Christmas Tree Lighting Ceremony*; attended the Havendale Christmas Parade, which was the biggest she had seen; and attended the Christmas Boat Parade, which was really nice.

Commissioner Dollison reported the following: concurred with Commissioner Dantzler that they had made the right decision regarding the parking garage; attended the FLC [Legislative Conference] which was very informative and helpful; attended the ribbon cutting at the Chain of Lakes and said that it was an amazing and beautiful facility; attended the Christmas Tree Lighting Ceremony and asked for an estimate of attendees; and said that the naming of the Tennis Center after Commissioner Dantzler was well deserved and said he appreciated him for all he had done.

Mayor Pro Tem Yates reported the following: attended the ribbon cutting at the Chain of Lakes and attended the FLC Legislative Conference as a member of the Finance and Taxation Committee and said that the number one topic was property taxes, which the FLC was taking. While there, Senate Bill 180 was also discussed and how it affected other municipalities across the state and its many unintended consequences. Lastly, he said that he would not be in attendance at the January 7, 2026, City Commission Agenda Review Session.

Commissioner Mercer added that she was a member of the Florida League of Cities (FLC) Municipal Operations Legislative Policy Committee and that the FLC was presenting sovereign immunity limits in terms of insurance, which she explained in more detail.

(Mayor Pro Tem Yates left the room at 8:40 p.m.)

(Mayor Pro Tem Yates reentered the room at 8:42 p.m.)

Mayor Birdsong reported the following: said that the City's current parking garage was more than a notion and explained that the City needed to get an earmark to get it started. He noted that it was full during the Christmas Tree Lighting Ceremony and that he had never seen so many people in downtown for this ceremony before so he gave a 'hats off' to City staff and Main Street Winter Haven (MSWH). He attended the FLC Legislative Conference and as a member of the Utilities, Natural Resources, and Public Works they had discussed the potential removal of surcharge rates on utilities and a limit on the transfer of enterprise funds, both of which would affect the City; attended the Chamber *[Monthly Membership] Luncheon: AdventHealth Update* and said that the luncheon and speaker were great; attended the ribbon cutting for Chain of Lakes, which he really enjoyed. He noted that at the former COL facility, his wife sang the national anthem at one of the baseball games and Jim Rice presented the naming of the Otis Birdsong [his brother] field, which were a highlight for him. He also presented a proclamation to 90-year-old Mrs. [Eloise] Bellamy and commented he enjoyed presenting these to senior citizens. Lastly, he wished everyone a Merry Christmas and prosperous New Year.

15. CITY ATTORNEY REPORT

City Attorney Murphy extended holiday greetings to the Commissioners, commended Commissioner Dantzler on his well-deserved recognition, and expressed pride in working with the Commission over the years. He also congratulated Commissioner-elect Chad Davis on his election and noted the importance of civic involvement. Lastly, he reported that he and the City Manager Stavres planned to meet with Commissioner-Elect Davis for his orientation later in the week, as required by the City Charter for newly elected Commissioners, and expressed enthusiasm for continuing to support the City's ongoing initiatives.

16. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Congratulated Commissioner-Elect Chad Davis on his election and expressed looking forward to working with him when he took office in January.
- Announced that the first commission meeting in January would include recognition of outgoing Commissioner Dantzler, swearing-in Commissioner Dollison for a second term, and swearing in Commissioner-Elect Davis for his first term.
- City of Winter Haven Employee Holiday Party on Saturday, December 13, 2025 at 6:00 p.m. and encouraged attendance.
- He would be out of the office this Friday. Assistant City Manager Bird would be available for any issues.
- Presented Deputy City Clerk LaTonya Harris with a Certificate of Recognition for her 20 years of loyal service to the City of Winter Haven.

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale reported the following:

- Congratulated Chad Davis on his election and thanked Commissioner Dantzler for his guidance over the years.
- Provided an update on the Quiet Zone project and noted that the final step required a visit from the Federal Railroad Administration (FRA). He explained that the visit, originally scheduled for October 8, 2025, had been delayed due to the government shutdown. Also, that the FRA was behind schedule and the City was working to schedule the visit for early next year (2026) to move the process forward. Lastly, he would keep former Commissioner Powell's widow informed of this process.

18. CITY CLERK REPORT

City Clerk Castillo concurred with the comments made regarding Commissioner Dantzler and Commissioner-Elect Davis.

Mayor Birdsong said to Commissioner Dantzler that the comments regarding him were well-deserved. He also acknowledged Commissioner-Elect Davis who was in the audience.

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 8:54 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Yates McBrian	Winter Haven City Commission
MAILING ADDRESS: 451 Third St NW	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Winter Haven COUNTY: Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED: Dec. 8, 2025	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, William B. Yates, hereby disclose that on December, 20 25:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

X inured to the special gain or loss of my business associate, (Item 11G);

___ inured to the special gain or loss of my relative, ;

___ inured to the special gain or loss of , by whom I am retained; or

___ inured to the special gain or loss of , which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12-8-25
Date Filed

William B. Yates
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

City of Winter Haven
2025 Municipal Run-Off Election

CERTIFICATE OF THE CITY CANVASSING BOARD

STATE OF FLORIDA
POLK COUNTY

We, the undersigned, Mayor Nathaniel J. Birdsong, Mayor Pro Tem Brian Yates, and City Commissioners Bradley T. Dantzler, Tracy Mercer, and Clifton E. Dollison, constituting the City Canvassing Board in and for the City of Winter Haven, do hereby certify that we met on the **2nd day of December 2025**, to canvass the votes given for the **City of Winter Haven Municipal Run-Off Election** herein specified at the Supervisor of Elections Operations Center, 70 Florida Citrus Boulevard, Winter Haven, Florida.

A **quorum** of the Canvassing Board met on the **5th day of December 2025**, to certify the votes given for the **City of Winter Haven Municipal Run-Off Election** at the City of Winter Haven City Hall, John Fuller Auditorium, 451 Third Street, N.W., Winter Haven, Florida for the **City of Winter Haven Municipal Run-Off Election** held on the **2nd day of December 2025**, as shown by returns provided by the Polk County Supervisor of Elections. We do certify from said returns as follows:

City Commission Seat No. 4 – The total number of votes cast for this seat was **3,218** (provisional/cured ballots accepted by the Canvassing Board included) of which:

Matthew Crowley	received **1,498** votes	46.62%
Chad Davis	received **1,715**votes	53.38%

Nathaniel J. Birdsong
Mayor Nathaniel J. Birdsong

Brian Yates
Mayor Pro Tem Brian Yates

Bradley T. Dantzler
Commissioner Bradley T. Dantzler

Tracy Mercer
Commissioner Tracy Mercer

Clifton E. Dollison
Commissioner Clifton E. Dollison

ATTEST:

Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

CITY COMMISSION LIAISON APPOINTMENTS
2025
(Revised 12/15/25)

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

Intragovernmental & Not-for-Profit Organizations	Liaison(s)		Contact(s)
Central Florida Regional Planning Council (CFRPC)	**Nat Birdsong**		Jennifer Codo-Salisbury, CFRPC
Lake Region Lakes Management District (LRLMD)	***M.J. Carnevale** *(Non-Commission Liaison)*		M.J. Carnevale, WH Roger Griffiths, LRLMD
Main Street Winter Haven (MSWH)	**Brian Yates**		Anita Strang, MSWH Katrina Hill, WH
Polk Regional Water Cooperative (PRWC)	**Nat Birdsong** **Tracy Mercer** *(Alternate)*		Gary Hubbard, WH
Polk Transit Authority (PTA)	**Nat Birdsong**		Tom Phillips, LAMTD
Polk Transportation Planning Organization (TPO)	**Nat Birdsong Brian Yates** *(Seat #2)* **Tracy Mercer** *(Seat #3)* Clifton Dollison *(Alternate)*		Annette Crews-Downs, PC Sean Byers, WH
Ridge League of Cities (RLC)	**Brian Yates** Tracy Mercer *(Alternate)*		Bobby Green, RLC
Transportation Disadvantaged Local Coordinating Board (TD-LCB)	**Nat Birdsong**		Annette Crews-Downs, PC
Tourist Development Council (TDC)	~~**Brad Dantzler**~~ **Brian Yates**		Julie Adams, WH Mark Jackson, PCTSM
Tourist Development Council - Arts, Culture and Heritage (TDC-ACH)	~~**Brad Dantzler**~~ **Brian Yates**		Kris Keprios, PCTSM
Winter Haven Housing Authority (WHHA)	**Clifton Dollison**		Lisa Jones Watkins, WHHA
Winter Haven Economic Development Council (WHEDC)	**Nat Birdsong**		Bruce Lyon, WHEDC

DATE: December 12, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Amendment #3 to Agreement with Polk Regional Water Cooperative for Heartland Protection and Sustainability Project, for LPA0212

BACKGROUND

On July 28, 2022, the Polk Regional Water Cooperative (PRWC) entered into grant agreement LPA0212 with the Florida Department of Environmental Protection (FDEP) for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project. The agreement funds two specific City of Winter Haven projects; the Septic to Sewer program and Aquifer Storage and Recovery (ASR) Wellfield construction project. PRWC and the City have executed two prior amendments on August 12, 2024 and March 19, 2025, revising the original agreement dated September 21, 2022. These items incorporate three amendments made to the original LPA0212 grant agreement between FDEP and PRWC.

Amendment #3 between the PRWC and the City incorporates a new Amendment #4 between FDEP and PRWC executed on November 21, 2025 (Exhibit B). This amendment revises the original grant agreement between PRWC and the City, Amendment # 1 and Amendment #2 (Exhibit A). This amendment allocates additional funding, for land acquisition, to the PRWC for the Southeast Wellfield in the amount of $1,485,167.00, and $75,000.00 for the Conservation Implementation program. The change has no financial impact on Winter Haven's Septic to Sewer or ASR Wellfield projects. The primary effect on the City is the extension of the agreement term through December 31, 2027.

FINANCIAL IMPACT

There are no financial impacts associated with Amendment #3 with Polk Regional Water Cooperative for Heartland Protection and Sustainability Project, for LPA0212.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure

- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

RECOMMENDATION

Staff recommends the City Commission approve and execute Amendment #3 with Polk Regional Water Cooperative for Heartland Protection and Sustainability Project, for LPA0212 and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Amendment #3 PRWC for Heartland Protection and Sustainability Project, LPA0212
- Exhibit A – PRWC and Winter Haven Agreement and Amendments #1, #2
- Exhibit B – FDEP LPA0212 Amendment #4

THIRD AMENDMENT TO AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
CITY OF WINTER HAVEN
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This THIRD AMENDMENT TO AGREEMENT (Third Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and the City of Winter Haven, a municipal corporation organized and existing under the laws of the State of Florida, having an address of 451 Third Street, N.W., Winter Haven, Florida 33881, hereinafter referred to as the “Member.” The PRWC and the Member are also referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County’s aquifers as the headwaters for six of Florida’s major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County’s aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state’s interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region’s water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS, the Grant Agreement identified the Winter Haven Septic to Sewer Program and the ASR Wellfield Construction Project as two components of the Polk

Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project (Project(s));

WHEREAS, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, on September 21, 2022, Member and PRWC entered into an agreement tilted Agreement Between Polk Regional Water Cooperative and Winter Haven Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement) to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

WHEREAS, the FDEP and PRWC subsequently agreed to amendments to the Grant Agreement on March 24, 2023, September 29, 2023, November 21, 2024 (Amendment Nos. 1, 2 and 3) to reflect modifications to the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project; and

WHEREAS, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

WHEREAS, Member and PRWC subsequently agreed to amendments to the Member Agreement on August 12, 2024, and March 19, 2025 to incorporate the above-referenced amendments to the Grant Agreement. A copy of the March 19, 2025 Second Amendment to the Member Agreement, which attaches the Grant Agreement and Member Agreement, and the above-mentioned amendments, is attached as **Exhibit A**; and

WHEREAS, on November 21, 2025, FDEP and PRWC entered into Amendment No. 4 to the Grant Agreement (Amendment No. 4), a copy of which is attached as **Exhibit B**, which made further revisions to Grant Agreement; and

WHEREAS, Member and PRWC desire to further amend the Member Agreement, as amended, to be consistent with and to account for the modifications reflected in Amendment No. 4 to the Grant Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE**. This Third Amendment modifies the Member Agreement, as amended, to incorporate and implement the changes reflected in Amendment No. 4 to the Grant Agreement, but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT**. The Parties agree that the Member Agreement, as amended, is further amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the Grant Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, and incorporates **Exhibit B** as an exhibit to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

CITY OF WINTER HAVEN, FLORIDA

By: _____

_____, Mayor

Date: _____

ATTEST:

By:_____
_____, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
_____ City Attorney

POLK REGIONAL WATER COOPERATIVE

By:_____
_____, Chairman

Date: _____

ATTEST:

By:_____
, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

_____
Edward P. de la Parte, Legal Counsel

SECOND AMENDMENT TO AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
CITY OF WINTER HAVEN
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This SECOND AMENDMENT TO AGREEMENT (Second Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and the City of Winter Haven, a municipal corporation organized and existing under the laws of the State of Florida, having an address of 451 Third Street, N.W., Winter Haven, Florida 33881, hereinafter referred to as the "Member." The PRWC and the Member are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), a copy of which attached hereto as **Exhibit A,** for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS, the Grant Agreement identified the Winter Haven Septic to Sewer Program and the ASR Wellfield Construction Project as two components of the Polk

Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project (Project(s));

WHEREAS, the Member is a member govemment of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, on September 21, 2022, Member and PRWC entered into an agreement tilted Agreement Between Polk Regional Water Cooperative and Winter Haven Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement), a copy of which attached hereto as **Exhibit B**, to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

WHEREAS, on March 24, 2023, FDEP and PRWC entered into Amendment No. 1 to the Grant Agreement (Amendment No. 1), a copy of which is attached hereto as **Exhibit C-1**, which made revisions to Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2022-2023 General Appropriations Act; and

WHEREAS, on September 29, 2023, FDEP and PRWC entered into Amendment No. 2 to the Grant Agreement (Amendment No. 2), a copy of which is attached hereto as **Exhibit C-2**, which made further revisions to the Grant Agreement, including modifying the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project as a result of additional funds being appropriated by the Florida Legislature under the 2023-2024 General Appropriations Act; and

WHEREAS, on August 12, 2024, Member and PRWC entered into an Amendment to the Agreement Between Polk Regional Water Cooperative and City of Winter Haven Polk Regional Water Cooperative Heartland Protection and Sustainability Project (First Amended Member Agreement), amending the Member Agreement to incorporate Amendment No. 1 and Amendment No. 2 to the Grant Agreement; and

WHEREAS, on November 21, 2024, FDEP and PRWC entered into Amendment No. 3 to the Grant Agreement (Amendment No. 3), a copy of which is attached hereto as **Exhibit C-3**, which made further revisions to Grant Agreement, including modifications to the date of expiration, scope of work, and budget; and

WHEREAS, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

WHEREAS, Member and PRWC desire to amend the First Amended Member Agreement be consistent with and to account for the modifications reflected in Amendment No. 3 to the Grant Agreement;

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE**. This Second Amendment modifies the Member Agreement, as amended by the First Amended Member Agreement, to incorporate and implement the changes reflected in Amendment No. 3 to the Grant Agreement, but otherwise does not alter the existing terms of the Member Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT**. The Parties agree that the Member Agreement, as amended by the First Amended Member Agreement, is further amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the original Grant Agreement, as amended by Amendment No. 1, Amendment No. 2., and Amendment No. 3, and incorporate **Exhibit C-1, Exhibit C-2, and Exhibit C-3** as exhibits to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

CITY OF WINTER HAVEN, FLORIDA

By: _____

Nathaniel J. Birdsong, Jr., Mayor

Date: 3/10/25

ATTEST:

By: _____

Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

3-10-25

Frederick J. Murphy, Jr., City Attorney

POLK REGIONAL WATER COOPERATIVE

By: _____, Chairman

Date: 3/19/2025

ATTEST:

By: _____, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

Exhibit A

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability**
Agreement Number: **LPA0212**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **Polk Regional Water Cooperative**
Entity Type: **Local Government**
Grantee Address: **300 W. Church Street, Bartow, FL 33831-9005**
FEID: **81-3584103** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **December 31, 2023**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long (28.0439, -81.957)**
Project Description: **The Grantee (PRWC) will complete several projects that are a part of the Heartland Headwaters Protection and Sustainability Act, and that are needed to protect and restore the region's water sources.**

5. Total Amount of Funding: **$7,000,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP, GAA Line Item 1607A, FY21-22, GR**	**$7,000,000.00**
☑ State ☐Federal	**LP, GAA Line Item 1657A, FY19-20, GR**	**$122,052.00**
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$7,122,052.00**

6. Department's Grant Manager
Name: **Gabby Vega-Molnar** or successor
Address: **3900 Commonwealth Blvd. MS 3602 Tallahassee, FL 32399**
Phone: **850-245-2914**
Email: **gabriela.vegamolnar@floridadep.gov**

Grantee's Grant Manager
Name: **Charles Richards** or successor
Address: **PO Box 9005 Drawer CA01 Bartow, FL 33831**
Phone: **863-298-4135**
Email: **charlesrichards@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Additional Exhibits (if necessary): **Exhibit F: Memorandum of Grant**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Polk Regional Water Cooperative **GRANTEE**

Grantee Name

By _____ 7/13/2022

(Authorized Signature) Date Signed

Eric DeHaven, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ 7-28-22

Secretary or Designee Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Gabby Vega-Molnar, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

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

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0212

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☐	Land Acquisition

5. Equipment Purchase.
No Equipment Purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:
"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPA0212), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by,

through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Polk County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Polk County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."
"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LPA0212, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."
If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
   The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.
b. Commercial Automobile Insurance.
   If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
   The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. if applicable.
d. Other Insurance.
   None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 Winter Haven Septic to Sewer Program.

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommisioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 Frostproof Wastewater System Upgrades.

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapud infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 5 Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA)

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS:

All documentation will be submitted electronically unless otherwise indicated.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. the property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Property acquisition of the raw water wells and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Pre-construction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.

- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Documentation: The Grantee will submit:1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$1,477,557	07/01/2021	6/30/2023
			$122,052*	07/01/2019	6/30/2023
2	Pre-construction Activities	Contractual Services	$730,268	07/01/2021	6/30/2023
3	Bidding and Contractor Selection	Contractual Services	$400,000	07/01/2021	6/30/2023
4	Construction	Contractual Services	$4,392,175	07/01/2021	6/30/2023
		Total:	$7,122,052		

*$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **www.cfda.gov**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	FDEP	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects	$7,000,000	140047
Original	FDEP	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	$122,052	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$7,122,052	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0212
Project Title:	Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability
Grantee Name:	Polk Regional Water Cooperative
Grantee's Grant Manager:	Charles Richards
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Preconstruction Activities (Land Acquisition)

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Preconstruction Activities

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Bidding and Contractor Selection

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Exhibit B

AGREEMENT BETWEEN
POLK REGIONAL WATER COOPERATIVE
AND
WINTER HAVEN
POLK REGIONAL WATER COOPERATIVE
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This AGREEMENT effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and the City of Winter Haven, a municipal corporation organized and existing under the laws of the State of Florida, having an address of 451 Third Street, N.W., Winter Haven, Florida 33881, hereinafter referred to as the "Member" and/or "City" and/or "Winter Haven."

WITNESSETH:

WHEREAS, in 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida) (the Act), which statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest;

WHEREAS, for the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

WHEREAS, FDEP and PRWC have entered into grant agreement number LPA0212 (Grant Agreement), a copy of which is attached hereto as **Exhibit A**, for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

WHEREAS the Grant Agreement identifies the Winter Haven Septic to Sewer Program and the ASR Wellfield Construction at the City's WWTP #3 Project as two components of the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project, including Pre-Construction Activities, Bidding

and Contractor Selection, and Construction for Project No. 3 Winter Have Septic to Sewer Program and Project No. 5 Winter Haven ASR Wellfield Project (Project(s)) as described in Attachment 3 to the Grant Agreement;

WHEREAS, the estimated portion of funds allocated for the Projects under the Grant Agreement is $1,000,000 for Project No. 3 Septic to Sewer Program and $1,375,000 for Project No. 5 ASR Wellfield Project (Project Grant Funding Amount);

WHEREAS, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

WHEREAS, in order to facilitate the implementation of the Projects, PRWC and Member wish to enter into this Agreement to provide for utilization of funds allocated in the Grant Agreement for the Projects, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE**. This Agreement defines the duties and obligations of the Parties with respect to implementation of the Grant Agreement.

3. **DUTIES AND OBLIGATIONS.**

3.1. The Parties agree to coordinate regarding implementation of the Projects in accordance with the requirements of the Grant Agreement.

3.2. The Parties agree that this Agreement does not obligate PRWC to provide funding or other material support to the Member or for the Projects beyond that provided for in the Grant Agreement.

3.3. Member acknowledges that the Grant Agreement and this Agreement do not entitle the Member to the disbursement of any funds pursuant to the Grant Agreement. Member acknowledges that the Grant Agreement provides an undivided grant of funding to PRWC for six identified projects under development by PRWC and/or its members, subject to the terms of the Grant Agreement. The Parties acknowledge that the Project Grant Funding Amount is an estimate of the funding allocation available for the Project, and that actual disbursement of funds will be equal to actual eligible project costs under the Grant Agreement, not to exceed the Project Grant Funding Amount, without prior authorization by PRWC.

3.4. Member agrees that it will be subject to all requirements, obligations,

and representations of the Grant Agreement to the same extent that those requirements are applicable to PRWC with regard to the Projects. These requirements include, but are not limited to, the rendering of services or other units of deliverables as set forth in Attachment 3 to the Grant Agreement (the Grant Work Plan), and performance of all terms and conditions set forth in the Grant Agreement, including all attachments and exhibits incorporated by the Grant Agreement, the preparation of required status reports regarding the Projects, the maintenance of insurance coverage, and record keeping and audit obligations of the Grant Agreement.

3.5. Member warrants that it shall comply with and be bound by the performance measures to which PRWC is subject to under the Grant Agreement with regard to the Projects, including but not limited to those specified in paragraph 5. of the Grant Agreement.

3.6. Member agrees to work diligently to correct all deficiencies, if any, in deliverables as required under the Grant Agreement with regard to the Projects, within a reasonable time and at Member's reasonable expense.

3.7. The Parties agree to the following procedure for seeking and obtaining reimbursement for costs associated with the Projects pursuant to the Grant Agreement:

a. For any costs associated with the Projects for which Member wishes to seek reimbursement of funds pursuant to and in accordance with the Grant Agreement, Member shall submit in writing to PRWC all documentation and any other information necessary for the funds to be disbursed to PRWC in accordance with the requirements of the Grant Agreement.

b. As grantee under the Grant Agreement PRWC shall review the documentation and information provided by the Member, and if determined to be consistent with the requirements of the Grant Agreement, shall timely submit such information to FDEP consistent with the requirements of the Grant Agreement.

c. In the event additional deliverable information or documentation is required by FDEP in accordance with the Grant Agreement, PRWC shall coordinate with Member, however it shall be the Member's sole responsibility to address any additional deliverable information or documentation requirement specified by FDEP in the event the deliverable is rejected.

d. Upon approval of a deliverable and payment by FDEP to PRWC for the Projects pursuant to the Grant Agreement, PRWC shall in turn transfer the provided grant funding to the Member within thirty (30) calendar days of receipt by the PRWC.

e. In the event refund of payments is required pursuant to the Grant Agreement, Member shall transfer such refund amounts to PRWC, who shall then in turn transfer such refund amount to FDEP within a reasonable period of time.

4. **MODIFICATION.** This Agreement may be modified or amended only if the Parties agree in writing. All modifications or amendments must be in writing signed by all the Parties. In the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend this Agreement to be consistent with the amendment to the Grant Agreement.

5. **TERM.** The term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue through the term of the Grant Agreement. The Effective Date of this Agreement is the date the last Party executes the Agreement. Immediately upon executing the Agreement, a Party shall notify the other Parties of this fact.

6. **NOTICES**. All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

For the PRWC:

Eric DeHaven
PRWC Executive Director
330 W. Church Street
PO Box 9005, Drawer CA-01
Bartow, FL 33831-9005

For Winter Haven:

Mike Herr
City Manager
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881

Gary Hubbard, P.E.
Director of Winter Haven Water
401 Sixth Street, S.W.
Winter Haven, FL 33880

With a copy to (*which*

shall not constitute notice):

Frederick J. Murphy, Jr., Esquire
City Attorney
Boswell & Dunlap LLP
245 South Central Avenue
Bartow, FL 33830

7. **LIMITATION OF LIABILITY.** In no event shall any Party be liable to the other Party or to anyone claiming for, by, or through a Party, to include, but not limited, to a participant or contractor, for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature whatsoever, including loss of profit, whether foreseeable or not, arising out of or resulting from nonperformance or breach of this Agreement by a Party whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

8. **ATTORNEY'S FEES AND COSTS**. Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

9. **GOVERNING LAW; VENUE**. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

10. **WAIVER**. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

11. **SEVERABILITY**. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) business days of the determination by the court, then the Agreement shall be deemed terminated.

12. **INDEMNIFICATION.** Member shall be fully liable for the actions of its agents, employees, partners, or subcontractors acting within the course and scope of their employment or agency and shall fully indemnify, defend, and hold harmless PRWC and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:

i. personal injury and damage to real or personal tangible property alleged to be

caused in whole or in part by Member, its agents, employees, partners, or subcontractors acting within the course and scope of their employment or agency; provided, however, that Member shall not be responsible to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of PRWC, it officers, agents, and employees;

ii. the Member's breach of this Agreement or the negligent acts or omissions of Member.

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents acting within the course and scope of their employment and/or agency. However, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes including but not limited to the Member's limits of liability as set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise. Further, nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract or this Agreement.

13. **AMBIGUITY**. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

14. **PUBLIC RECORDS**. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law or waive any exemptions and/or confidentiality provisions under Florida law applicable to any public records.

15. **INTERLOCAL AGREEMENT; FILING**. This is an interlocal agreement entered into by the parties pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969. This Agreement and any amendment thereto shall be recorded in the public records of Polk County, Florida.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

CITY OF WINTER HAVEN, FLORIDA

By: _____

Bradley T. Dantzler, Mayor

Date: 9/13/22

ATTEST:

By: Vanessa Castillo

Vanessa Castillo, MMC City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

Frederick J. Murphy, Jr., City Attorney

POLK REGIONAL WATER COOPERATIVE

By: _____

, Chairman

Date: _____

ATTEST:

By: _____

, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

_____

Edward P. de la Parte, Legal Counsel

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

CITY OF WINTER HAVEN, FLORIDA

By: _____

Bradley T. Dantzler, Mayor

Date: _____

ATTEST:

By:_____
Vanessa Castillo, MMC City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Frederick J. Murphy, Jr., City Attorney

POLK REGIONAL WATER COOPERATIVE

By:_____
, Chairman

Date: 9/21/2022

ATTEST:

By:_____
, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

_____
Edward P. de la Parte, Legal Counsel

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability**
   Agreement Number: **LPA0212**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
   Grantee Name: **Polk Regional Water Cooperative**
   Entity Type: **Local Government**
   Grantee Address: **300 W. Church Street, Bartow, FL 33831-9005**
   FEID: **81-3584103** (Grantee)

3. Agreement Begin Date: **Upon Execution**
   Date of Expiration: **December 31, 2023**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long (28.0439, -81.957)**
   Project Description: **The Grantee (PRWC) will complete several projects that are a part of the Heartland Headwaters Protection and Sustainability Act, and that are needed to protect and restore the region's water sources.**

5. Total Amount of Funding: **$7,000,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☑ State ☐Federal	**LP, GAA Line Item 1607A, FY21-22, GR**	**$7,000,000.00**
☑ State ☐Federal	**LP, GAA Line Item 1657A, FY19-20, GR**	**$122,052.00**
☐ Grantee Match		
	Total Amount of Funding + Grantee Match, if any:	**$7,122,052.00**

6. Department's Grant Manager
   Name: **Gabby Vega-Molnar** or successor
   Address: **3900 Commonwealth Blvd. MS 3602 Tallahassee, FL 32399**
   Phone: **850-245-2914**
   Email: **gabriela.vegamolnar@floridadep.gov**

   Grantee's Grant Manager
   Name: **Charles Richards** or successor
   Address: **PO Box 9005 Drawer CA01 Bartow, FL 33831**
   Phone: **863-298-4135**
   Email: **charlesrichards@polk-county.net**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☑ Attachment 2: Special Terms and Conditions
- ☑ Attachment 3: Grant Work Plan
- ☑ Attachment 4: Public Records Requirements
- ☑ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☑ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☑ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements for Grants
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☑ Additional Exhibits (if necessary): **Exhibit F: Memorandum of Grant**

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Polk Regional Water Cooperative **GRANTEE**

Grantee Name

By _____

(Authorized Signature) Date Signed

Eric DeHaven, Executive Director

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

Gabby Vega-Molnar, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

   i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

   ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

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

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

27. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0212

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project). The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☒	☐	Land Acquisition

5. Equipment Purchase.
No Equipment Purchases shall be funded under this Agreement.

6. Land Acquisition.
The Grantee is authorized to purchase the land described in Attachment 3, Grant Work Plan. All land acquired under this Agreement shall be used in perpetuity for the purposes described herein. The following language shall be included on the deed to the property purchased under this Agreement:
"By acceptance of this deed, Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions of the Grant Award Agreement (DEP Agreement No. LPA0212), summarized in the Memorandum of Grant, which is attached hereto as Exhibit F and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the title to the Property in perpetuity and be binding upon Grantee and all successive owners (and all parties claiming by,

through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Polk County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent deed or other written legal instrument by which Grantee transfers or conveys fee simple title or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants and specifically identifying the official records book and page at which this deed is recorded in the public records of Polk County, Florida. Grantee further agrees to give written notice to DEP of the conveyance or transfer of any interest in the Property at least 20 calendar days prior to the date of such conveyance or transfer."
"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. LPA0212, the total funding amount paid by the State of Florida, the date of acquisition, and the Department's Grant Manager's name."
If for any reason the above-referenced federal and state deed language is not incorporated into the deed by which the Grantee acquired the Property, the Grantee shall execute and record a separate Declaration of Restrictive Covenant that incorporates the Memorandum of Grant as an Exhibit, and that shall run with the title to the Property. The Grantee shall provide a copy of the recorded Declaration of Restrictive Covenant to the Department as evidence of compliance with this provision. Any applicable recording fees are the sole responsibility of the Grantee.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. if applicable.

d. Other Insurance.
None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 Winter Haven Septic to Sewer Program.

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommisioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 Frostproof Wastewater System Upgrades.

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapud infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 5 Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA)

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS:

All documentation will be submitted electronically unless otherwise indicated.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. the property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Property acquisition of the raw water wells and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Pre-construction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.

- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Documentation: The Grantee will submit:1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design (or preconstruction) activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$1,477,557	07/01/2021	6/30/2023
			$122,052*	07/01/2019	6/30/2023
2	Pre-construction Activities	Contractual Services	$730,268	07/01/2021	6/30/2023
3	Bidding and Contractor Selection	Contractual Services	$400,000	07/01/2021	6/30/2023
4	Construction	Contractual Services	$4,392,175	07/01/2021	6/30/2023
		Total:	$7,122,052		

*$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement)* to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	FDEP	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects	$7,000,000	140047
Original	FDEP	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	$122,052	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$7,122,052	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	LPA0212
Project Title:	Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability
Grantee Name:	Polk Regional Water Cooperative
Grantee's Grant Manager:	Charles Richards
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Preconstruction Activities (Land Acquisition)

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Preconstruction Activities

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Bidding and Contractor Selection

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Construction

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____%

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

Exhibit C-1

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE

This Amendment to Agreement No. LPA0212 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $6,983,936 in additional funding for this Project is provided under Line Item 1665A of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now $14,105,988; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1665A of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, the Grantee has requested a reallocation of the project budget; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, the parties have agreed to add the Southeast Wellfield Lower Floridan Aquifer Project to the Agreement; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$14,105,988	☑ State ☐ Federal	LP, GAA LI 1657A, FY 19-20, GR	$122,052
	☑ State ☐ Federal	LP, GAA LI 1607A, FY 21-22, GR	$7,000,000
	☑ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	$6,983,936
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$14,105,988

3. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☒	☐	Land Acquisition

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 3/22/2023

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2023.03.24 12:15:49 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Gabby Vega-Molnar Digitally signed by Gabby Vega-Molnar Date: 2023.03.24 10:30:08 -04'00'
Gabby Vega-Molnar, DEP Grant Manager

Zach Easton Digitally signed by Zach Easton Date: 2023.03.24 12:08:26 -04'00'
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 - Winter Haven Septic to Sewer Program

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 - Frostproof Wastewater System Upgrades

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 5 - Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 - Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

PROJECT BACKGROUND: The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

TASKS: All documentation will be submitted electronically unless otherwise indicated.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. the property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Documentation: The Grantee will submit:1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$122,052 [1]	07/01/2019	06/30/2024
			$1,477,557	07/01/2021	06/30/2024
			$6,983,936	07/01/2022	06/30/2024
2	Preconstruction Activities	Contractual Services	$730,268	07/01/2021	06/30/2024
3	Bidding and Contractor Selection	Contractual Services	$400,000	07/01/2021	06/30/2024
4	Construction	Contractual Services	$4,227,175	07/01/2021	06/30/2024
		Miscellaneous/ Other Expenses	$165,000	07/01/2021	06/30/2024
		Total:	$14,105,988		

[1]$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	$122,052	140047
Original Agreement	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects	$7,000,000	140047
Amendment No. 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Surface Restoration and Wastewater Projects	$6,983,936	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$14,105,988	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Exhibit C-2

AMENDMENT NO. 2
TO AGREEMENT NO. LPA0212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $7,146,500 in additional funding for this Project is provided under Line Item 1705A of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now $21,252,488; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1705A of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$21,252,488	☑ State ☐ Federal	LP, GAA LI 1657A, FY 19-20, GR	$122,052
	☑ State ☐ Federal	LP, GAA LI 1607A, FY 21-22, GR	$7,000,000
	☑ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	$6,983,936
	☑ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	$7,146,500
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$21,252,488

3. The following is hereby added to Attachment 1 as Section 8.k.:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

4. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

5. Attachment 5-1, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 9/28/2023

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Nathan Jagoda

Digitally signed by Nathan Jagoda
Date: 2023.09.29 16:30:56 -04'00'

Nathan Jagoda, DEP Grant Manager

_____
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 - Winter Haven Septic to Sewer Program

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 - Frostproof Wastewater System Upgrades

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 5 - Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 - Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

PROJECT BACKGROUND: The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 61 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

Project No. 8 – Demand Management Plan Project

PROJECT BACKGROUND: Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

PROJECT DESCRIPTION: The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

TASKS: All documentation will be submitted electronically unless otherwise indicated.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, water plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.

- Project 7: Land acquisition for a water treatment facility, pipeline, and raw water wells for a 15 MGD facility.

Documentation: The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Conservation Incentives

Deliverables: The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$122,052 [1]	07/01/2019	06/30/2025
			$1,727,557	07/01/2021	06/30/2025
			$6,983,936	07/01/2022	06/30/2025
			$7,071,500	07/01/2023	06/30/2025
2	Preconstruction Activities	Contractual Services	$877,116	07/01/2021	06/30/2025
3	Bidding and Contractor Selection	Contractual Services	$65,000	07/01/2021	06/30/2025
4	Construction	Contractual Services	$4,165,327	07/01/2021	06/30/2025
		Miscellaneous/ Other Expenses	$165,000	07/01/2021	06/30/2025
5	Conservation Incentives	Contractual Services	$75,000	07/01/2023	06/30/2025
		Total:	$21,252,488		

[1]$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	$122,052	140047
Original Agreement	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects	$7,000,000	140047
Amendment No. 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	$6,983,936	140047
Amendment No. 2	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	$7,146,500	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$21,252,488	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Exhibit C-3

AMENDMENT NO. 3
TO AGREEMENT NO. LPA0212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $1,310,187.00 in additional funding for this Project is provided under Line Item 1732A of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now $22,562,675.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1732A of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$22,562,675	☑ State ☐ Federal	LP, GAA LI 1657A, FY 19-20, GR	$122,052
	☑ State ☐ Federal	LP, GAA LI 1607A, FY 21-22, GR	$7,000,000
	☑ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	$6,983,936
	☑ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	$7,146,500
	☑ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	$1,310,187
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$22,562,675

3. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.

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4. Attachment 5-2, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-3, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-3, Revised Special Audit Requirements.

5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 11/20/2024

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Nathan Jagoda

Digitally signed by Nathan Jagoda
Date: 2024.11.21 10:58:44 -05'00'

Nathan Jagoda, DEP Grant Manager

_____
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-3	Revised Grant Work Plan
Attachment	5-3	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-3
REVISED GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 - Winter Haven Septic to Sewer Program

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 - Frostproof Wastewater System Upgrades

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station. The Grantee is anticipating to directly purchase the following materials:

- One 56 KW Generator and associated installation costs.
- One 30 KW Generator and associated installation costs.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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Project No. 5 - Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 - Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

PROJECT BACKGROUND: The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

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Project No. 8 – Demand Management Plan Project

PROJECT BACKGROUND: Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

PROJECT DESCRIPTION: The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

Documentation: The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report and design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Budget Narrative: The Miscellaneous/other expenses budget category for this task will be used solely for the direct purchase and installation of generators for the Frostproof Wastewater System Upgrades project.

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Task 5: Conservation Incentives

Deliverables: The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Project Management

Deliverables: The Grantee will provide project management services related to Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

- Project 4: Project management services for the Frostproof Wastewater System Upgrades project.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$122,052 [1]	07/01/2019	06/30/2026
			$1,727,557	07/01/2021	06/30/2026
			$6,983,936	07/01/2022	06/30/2026
			$7,071,500	07/01/2023	06/30/2026
			$1,235,187	07/01/2024	06/30/2026
2	Preconstruction Activities	Contractual Services	$826,198	07/01/2021	06/30/2026
3	Bidding and Contractor Selection	Contractual Services	$118,342	07/01/2021	06/30/2026
4	Construction	Contractual Services	$3,964,430	07/01/2021	06/30/2026
		Miscellaneous/ Other Expenses	$216,647	07/01/2021	06/30/2026
5	Conservation Incentives	Contractual Services	$150,000	07/01/2023	06/30/2026
6	Project Management	Contractual Services	$146,826	07/01/2021	06/30/2026
		Total:	$22,562,675		

[1]$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-3

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	$122,052	140047
Original Agreement	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects	$7,000,000	140047
Amendment No. 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	$6,983,936	140047
Amendment No. 2	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	$7,146,500	140047
Amendment No. 3	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects	$1,310,187	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$22,562,675	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

AMENDMENT NO. 4
TO AGREEMENT NO. LPA0212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE

This Amendment to Agreement No. LPA0212 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, $1,560,167.00 in additional funding for this Project is provided under Line Item 1555 of the 2025-2026 General Appropriations Act; and the total funding for this Agreement is now $24,122,842.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1555 of the 2025-2026 General Appropriations Act begins on July 1, 2025; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$24,122,842	☑ State ☐ Federal	LP, GAA LI 1657A, FY 19-20, GR	$122,052
	☑ State ☐ Federal	LP, GAA LI 1607A, FY 21-22, GR	$7,000,000
	☑ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	$6,983,936
	☑ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	$7,146,500
	☑ State ☐ Federal	LP, GAA LI 1732A, FY 24-25, GR	$1,310,187
	☑ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	$1,560,167
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$24,122,842

3. Attachment 3-3, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-4, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-4, Revised Grant Work Plan.

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4. Attachment 5-3, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-4, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-4, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

By: _____
Authorized Signature

Eric DeHaven, Executive Director
Print Name and Title

Date: 11/19/2025

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Angela Knecht Digitally signed by Angela Knecht Date: 2025.11.21 16:19:04 -05'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: Nathan Jagoda Digitally signed by Nathan Jagoda Date: 2025.11.21 14:18:12 -05'00'
Nathan Jagoda, DEP Grant Manager

Michael Barr Digitally signed by Michael Barr Date: 2025.11.21 16:02:55 -05'00'
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-4	Revised Grant Work Plan
Attachment	5-4	Revised Special Audit Requirements

ATTACHMENT 3-4
REVISED GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 - Winter Haven Septic to Sewer Program

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 - Frostproof Wastewater System Upgrades

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station. The Grantee is anticipating to directly purchase the following materials:

- One 56 KW Generator and associated installation costs.
- One 30 KW Generator and associated installation costs.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

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Project No. 5 - Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 - Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes design, permitting, and construction for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

PROJECT BACKGROUND: The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridan, brackish aquifer as a source. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

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Project No. 8 – Demand Management Plan Project

PROJECT BACKGROUND: Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

PROJECT DESCRIPTION: The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

TASKS: All documentation should be submitted electronically unless otherwise indicated, and should be submitted prior to the expiration of the grant agreement.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by PRWC after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

Documentation: The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report and design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the final design.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.
- Project 6: Polk County AWS receiving facilities.

Documentation: The Grantee will submit: 1) a copy of the final design as applicable; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Budget Narrative: The Miscellaneous/other expenses budget category for this task will be used solely for the direct purchase and installation of generators for the Frostproof Wastewater System Upgrades project.

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Task 5: Conservation Incentives

Deliverables: The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 6: Project Management

Deliverables: The Grantee will provide project management services related to Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

- Project 4: Project management services for the Frostproof Wastewater System Upgrades project.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	$122,052.00	07/01/2019	06/30/2027
			$1,727,557.00	07/01/2021	06/30/2027
			$6,983,936.00	07/01/2022	06/30/2027
			$7,071,500.00	07/01/2023	06/30/2027
			$1,235,187.00	07/01/2024	06/30/2027
			$1,235,167.00	07/01/2025	06/30/2027
2	Preconstruction Activities	Contractual Services	$826,198.00	07/01/2021	06/30/2027
3	Bidding and Contractor Selection	Contractual Services	$49,416.88	07/01/2021	06/30/2027
4	Construction	Contractual Services	$4,283,355.12	07/01/2021	06/30/2027
		Miscellaneous/ Other Expenses	$216,647.00	07/01/2021	06/30/2027
5	Conservation Incentives	Contractual Services	$225,000.00	07/01/2023	06/30/2027
6	Project Management	Contractual Services	$146,826.00	07/01/2021	06/30/2027
		Total:	$24,122,842.00		

Note that, per Section 8 of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-4

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects – LI 1657A	$122,052.00	140047
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects – LI 1607A	$7,000,000.00	140047
Amendment 1	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects – LI 1665A	$6,983,936.00	140047
Amendment 2	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects – LI 1705A	$7,146,500.00	140047
Amendment 3	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	$1,310,187.00	140047
Amendment 4	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$1,560,167.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$24,122,842.00	

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

DATE: January 2, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Septic to Sewer Remediation Area 6A, Florida Department of Environmental Protection, LPA0442 Grant, Amendment #1

BACKGROUND

On March 20, 2023, the Florida Department of Environmental Protection (FDEP) and the City of Winter Haven entered into grant agreement LPA0442 for the Septic to Sewer program, Remediation Area 6A, in the amount of $1,500,000. The grant partially funds the decommissioning of 111 existing septic tanks near Lake Hartridge and connects them to the City's wastewater collection system. The project includes the construction of a new sewer collection system which includes gravity sewer lines, force main lines, and a lift station.

On July 3, 2024, the City applied for additional funds through the FDEP Protecting Florida Together grant program. The City was notified on April 1, 2025, that FDEP awarded an additional $3,406,000.00 in funds for the LPA0442 grant, increasing the total grant funding to $4,906,000.00. This additional funding will support the construction of the Septic to Sewer Remediation Area 6A project.

$4,406,000.00 of the grant funding will support the infrastructure construction, while $500,000.00 is designated to help customers connect to the new collection system. The grant agreement is extended by the amendment #1 to a completion date of June 30, 2027 and is a cost reimbursement agreement that does not require matching funds.

FINANCIAL IMPACT

The additional funds from LPA0442, Amendment #1 will support the construction of the sewer collection system for the septic to sewer program in 402-08-323-6301.

STRATEGIC PLAN ALIGNMENT

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

- **Strategy:** 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

RECOMMENDATION

Staff recommends the City Commission approve Amendment #1 to the FDEP LPA0442 Grant Agreement for the Septic to Sewer Remediation 6A project and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- FDEP LPA0442 Grant Agreement
- FDEP LPA0442 Grant Agreement, Amendment #1

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Septic to Sewer Program, Remediation Area 6A**
Agreement Number: **LPA0442**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)
Grantee Name: **City of Winter Haven** Entity Type: **Local Government**
Grantee Address: **451 Third Street, NW Winter Haven, Florida 33881** FEID: **59-6000453** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **December 31, 2025**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long: (28.0490, -81.7379)**
Project Description: **The Grantee will decommission 111 existing, aging septic tanks near Lake Hartridge (impaired waters) and connect them to the City's wastewater collection system. The project includes the construction of a new sewer collection system.**

5. Total Amount of Funding: **$ 1,500,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**LP, GAA LI 1665A, FY 22-23, GR**	$ **1,500,000.00**
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,500,000.00**

6. Department's Grant Manager
Name: **Logan Hohl** or successor
Address: **Florida Dept. of Environmental Protection**, **3900 Commonwealth Blvd.**, **Tallahassee, FL 32399-3000**
Phone: **850-245-2861**
Email: **Logan.Hohl@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Mark Bombard** or successor
Address: **401 6th Street, SW**, **Winter Haven, Florida 33881**
Phone: **863-291-5853**
Email: **MBombard@mywinterhaven.com**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Winter Haven **GRANTEE**

By _____ 3.13.23
(Authorized Signature) Date Signed

T Michael Starvres, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ Digitally signed by Angela Knecht Date: 2023.03.20 15:28:37 -04'00' 3/20/2023
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Logan Hohl

Digitally signed by Logan Hohl
Date: 2023.03.20 08:07:50 -04'00'

Logan Hohl, DEP Grant Manager

Mitch Holmes

Digitally signed by Mitch Holmes
Date: 2023.03.20 13:45:01 -04'00'

Mitch Holmes, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

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

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

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

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0442

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Septic to Sewer Program, Remediation Area 6A. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2022 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Septic to Sewer Program, Remediation Area 6A

PROJECT LOCATION: The Project will be located in the City of Winter Haven within Polk County; Lat/Long (28.0490, -81.7379).

PROJECT BACKGROUND: The City of Winter Haven Water Department (Grantee) has completed a Septic to Sewer Master Plan for the Winter Haven Utility Service Area. This plan identifies areas that currently have septic systems, prioritizes the zones that create the most benefit and formulates a septic-to-sewer conversion schedule. The area around Lake Hartridge has been identified as top priority for this project. Lake Hartridge is an impaired lake due to water quality, with the primary cause identified as an excess of nutrients. This project will reduce nutrient loading into Lake Hartridge by eliminating multiple, aging septic tanks within the area.

This project is associated with the larger Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability project funded under DEP Agreement No. LPA0212.

PROJECT DESCRIPTION: The Grantee will decommission 111 existing, aging septic tanks near Lake Hartridge and connect them to the City's wastewater collection system. The project includes the construction of a new sewer collection system to include, gravity sewer, force main, and a lift station. This project will reduce nutrient inflows to the impaired lakes from aging septic systems.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct a new sewer collection system in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 111 single family residences and approximately 1 commercial building to a central sanitary sewer system for wastewater treatment by the Wastewater Treatment Plant #2 facility.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties

connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$1,000,000	07/01/2022	05/31/2025
2	Connection to Central Sewer	Contractual Services	$500,000	07/01/2022	05/31/2025
		Total:	$1,500,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects	$1,500,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,500,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select reporting period. Select year.

Provide the following information for all tasks identified in the Grant Work Plan:
Summarize the work completed within each task for the reporting period. Provide an update on the estimated completion date for each task and an explanation for any anticipated delays or problems encountered. Add or remove task sections and use as many pages as necessary to cover all tasks. Use the format provided below.

Task 1: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 2: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 3: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 4: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Task 5: Task Title

- **Progress for this reporting period:** Add Text
- **Identify delays or problems encountered:** Add Text

Indicate the completion status for the following tasks (if included in the Grant Work Plan):

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

_____ _____

Signature of Grantee's Grant Manager (Original Ink) Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AMENDMENT NO. 1
TO AGREEMENT NO. LPA0442
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF WINTER HAVEN

This Amendment to Agreement No. LPA0442 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Winter Haven (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Septic to Sewer Program, Remediation Area 6A (Project), effective March 20, 2023; and,

WHEREAS, $3,406,000 in additional funding for this Project is provided under Line Item 1741 of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now $4,906,000; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1741 of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	**Funding Source?**	**Award #s or Line Item Appropriations:**	**Amount per Source(s):**
$4,906,000	☑ State ☐ Federal	LP, GAA LI 1665A, FY 22-23, GR	$1,500,000
	☑ State ☐ Federal	WQIG, GAA LI 1741, FY 24-25, WPSPTF	$3,406,000
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$4,906,000

3. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

4. Section 11 of Attachment 2 is hereby revised as follows:

Subcontracting
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

7. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

8. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF WINTER HAVEN

By: _____
Authorized Signature

T. Michael Stavres, City Manager
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

_____
Rebecca Rzasa, DEP Grant Manager

_____
Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-1
REVISED GRANT WORK PLAN

PROJECT TITLE: Septic to Sewer Program, Remediation Area 6A

PROJECT LOCATION: The Project will be located in the City of Winter Haven within Polk County; Lat/Long (28.0490, -81.7379).

PROJECT BACKGROUND: The City of Winter Haven Water Department (Grantee) has completed a Septic to Sewer Master Plan for the Winter Haven Utility Service Area. This plan identifies areas that currently have septic systems, prioritizes the zones that create the most benefit and formulates a septic-to-sewer conversion schedule. The area around Lake Hartridge has been identified as a top priority for this project. Lake Hartridge is an impaired lake due to water quality, with the primary cause identified as an excess of nutrients. This project will reduce nutrient loading into Lake Hartridge by eliminating multiple, aging septic tanks within the area.

This project is associated with the larger Polk Regional Water Cooperative Headwaters Protection and Sustainability project funded under DEP Agreement No. LPA0212.

PROJECT DESCRIPTION: The Grantee will decommission 111 existing, aging septic tanks near Lake Hartridge and connect them to the City's wastewater collection system. The project includes the construction of a new sewer collection system to include gravity sewer, force main, and a lift station. This project will reduce nutrient inflows to the impaired lakes from aging septic systems.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $3,406,000 from the City of Winter Haven. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Septic to Sewer Program, Remediation Area 6A in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information. Pursuant to section 381.00655, Florida Statutes, for any parcels for which sewer was made available, but for which connection has not yet been made, the Grantee will notify in writing owners of such parcels that the system is available for connection and that they must connect to the installed sewer system within 365 days of such written notification.

Documentation: The Grantee will submit: 1) a copy of the final design; and 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted; and 4) one copy of a notification letter and a signed statement by the grant manager that notifications to all parcels for which sewer is available, but not yet connected, was sent. Upon request by

the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 111 single family residences and approximately 1 commercial building to a central sanitary sewer system for wastewater treatment by the Wastewater Treatment Plant #2 facility. The Grantee will submit through the Department's GIS web-interface data collection tool parcel-level data identifying parcels connected to sewer along with associated grant information.

Documentation: The Grantee will submit: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager; 2) a list of addresses and types of the properties connected; and 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor. For the final documentation, the Grantee will also submit: 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$4,406,000	07/01/2022	06/30/2027
2	Connection to Central Sewer	Contractual Services	$500,000	07/01/2022	06/30/2027
		Total:	$4,906,000		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects – LI 1665A	$1,500,000	140047
Amendment 1	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1741	$3,406,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$4,906,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A-1
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

DATE: December 12, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: ITB-25-39 Septic to Sewer Remediation 6A North & South – Award Recommendation to B&B Underground Construction (West Palm Beach, FL)

BACKGROUND

On September 10, 2025, the City issued an Invitation to Bid, ITB-25-39, seeking qualified contractors for the replacement of asbestos cement (AC) water mains and the installation of a gravity sewer system within two neighborhoods located between Lake Hartridge and US HWY 17. The replacement of the AC water main will provide improved drinking water service and fire protection, while the installation of the gravity sewer system will provide access for residents to City sewer services. Connecting to the City's sewer system allows residents to decommission their septic tanks, reducing nutrient levels and algae growth in Lake Hartridge and improving the water quality.

A bid opening was held October 14, 2025. Five bids were received with B&B Underground Construction Inc. (West Palm Beach, Fl.) being the responsive/responsible low bidder. The base bid includes $2,439,658.69 for 6A South and an alternate bid for 6A North in the amount of $2,504,692.50, totaling at $4,944,351.19. A Recommendation of Award was posted October 15, 2025, with no bid protest received in response. Construction will begin in Remediation Area 6A South in early 2026 with a total project duration of two years to complete both remediation areas.

The Water Department actively seeks funding to support the Septic to Sewer program and has successfully secured two grants for this project. These funds include a remaining balance of $492,780.55 from the Heartland Headwaters/Florida Department of Environmental Protection (LPA0212) and $4,906,000 from the Florida Department of Environmental Protection (LPA0442). This brings the total grant funding to $5,398,780.55 for the design, water main replacement permitting, and construction of the sewer collection system. The remaining grant funds ($454,429.36) will be available for residential onsite connections.

FINANCIAL IMPACT

Funds are budgeted in FY 25/26 in the amount of $1,471,438.00 under accounts 402-08-323-6301, 402-08-330-6301 and $968,220.69 available within the Water Department's sewer fund to support construction efforts associated with Remediation Area 6A South. Funding for construction efforts associated with Remediation Area 6A North will be budgeted in FY 26/27. The grant funding secured through the Florida Department of Environmental Protection in the amount of $5,398,780.55 are cost reimbursement agreements and do not require any matching funds.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.3 – Establish and annually fund a utility infrastructure repair and replacement program prioritizing the replacement of vulnerable and obsolete infrastructure.

RECOMMENDATION

Staff recommends the City Commission award of ITB-25-39, Septic to Sewer Remediation 6A North & South, to B&B Underground Construction Inc. (West Palm Beach, Fl.) in the amount of $4,944,351.19 and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- ITB-25-39 Bid Tabulation
- ITB-25-39 Recommendation of Award
- ITB-25-39 Location Map

ITB-25-39
October 15, 2025
City of Winter Haven
Tabulation of Bids

Septic to Sewer Remediation - 6A North & South

Items	Description	Bidder No 1 B&B Underground Construction, Inc. West Palm Beach, FL	Bidder No 2 Prime Construction Group, Inc. Orlando, FL	Bidder No 3 Amici Engineering Contractors Wesley Chapel, FL	Bidder No 4 Midsouth Inc. Bushnell, FL	Bidder No 5 Cathcart Construction Company Winter Springs, FL
1-30	Base Bid - South	$2,439,658.69	$3,374,351	$3,537,711	$3,606,272.50	$4,249,552.50
1-27	Alternate Bid - North	$2,504,692.50	$3,163,350	$3,169,619	$3,240,883.90	$3,971,465.85
	Total Proposed Cost	**Total Cost** $4,944,351.19	**Total Cost** $6,537,701	**Total Cost** $6,707,330	**Total Cost** $6,847,156.40	**Total Cost** $8,221,018.35

Prepared by: BethanyOwen

Date: October 15, 2025

City of Winter Haven
Financial Services

OCTOBER 15, 2025

To: All interested parties

Subject: Recommendation of Award

City of Winter Haven staff has recommended the award of ITB-25-39 Septic to Sewer Remediation Area 6A North & South 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.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

Procurement/Financial Services
500 Third Street
Winter Haven, FL 33881

MYWINTERHAVEN.COM

ATTACHMENTS

A. VICINITY MAP



SEE ATTACHED PDF

B. PLAN SET – 6A NORTH & 6A SOUTH

C. CONTRACT DOCUMENTS TECHNICAL SPECIFICATIONS FOR 6A NORTH & 6A SOUTH

DATE: December 19, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Shawn Dykes, Human Resources Director

SUBJECT: RFP 25-42, Award of Bid and Agreement for Employee Assistance Program (EAP) Services to Behavioral Health Management Services, Inc, dba BayCare Life Management

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BACKGROUND

Behavioral Health Management Services, Inc, dba BayCare Life Management (BCLM) has been the City's Employee Assistance Program (EAP) service provider since 2020. The contract expired September 30, 2025. To solicit proposals from qualified EAP providers, RFP 25-42 was released September 17, 2025 and closed October 21, 2025. Two agencies tendered proposals, AllOne Health Well, LLC and BayCare Life Management.

With City Commissioner Clifton Dollison serving as liaison, a committee consisting of Assistant Human Resources Director Canise Hubbard, Human Resources Director Shawn Dykes, Police Lieutenant Garret Boyd, Fire Lieutenant Donald Baumgardner, Assistant Public Works Director Todd Gooding, and Water-Field Services Manager Travis Pike met in a public meeting November 20, 2025 to review and rank the firms' responses.

The evaluation committee unanimously ranked BayCare Life Management as the highest ranking proposal. A Recommendation of Award to BayCare Life Management was posted November 20, 2025 and no protests were received.

Staff proposes RFP 25-42 be awarded to BayCare Life Management in the form of a service agreement that outlines the continued services, contract term, mode, expectation, and cost of services to be provided.

If approved the service agreement will be effective upon execution through December 31, 2026. Upon completion of the initial one-year service term, the contract may be extended for two successive two-year periods upon written mutual consent by both the City and BayCare Life Management.

FINANCIAL IMPACT

EAP service costs are projected to be $23,946 for year one, and this is contained in the FY26 Human Resources budget. Renewal periods, if offered, will be budgeted each year by staff.

STRATEGIC PLAN ALIGNMENT

The Employee Assistance Program is not specifically defined as a goal or strategy within the Strategic Plan. However, it is most aligned with the Responsible Government Strategic Pillar, specifically the Care for Employees element.

RECOMMENDATION

Staff recommends the City Commission approve the Agreement with BayCare Life Management as requested and proposed within the solicitation and authorize the City Manager to execute the Agreement and for the City Manager or his designee to take any and all necessary actions related thereto.

ATTACHMENTS

- RFP 25-42 Proposal Tabulation
- RFP 25-42 Recommendation of Award
- RFP 25-42 Solicitation
- BayCare Life Management Proposal
- Agreement for Employee Assistance Program Services

AGREEMENT FOR
EMPLOYEE ASSISTANCE PROGRAM SERVICES

This Agreement for Employee Assistance Program (EAP) services is made and entered into this _____ day of _____, 2026 by and between the **City of Winter Haven ("City)**, a Florida municipal corporation, and **Behavioral Health Management Services, Inc., dba BayCare Life Management ("BayCare")**, a Florida corporation.

WHEREAS, BayCare is a licensed professional mental health service provider that meets the qualifications set forth in the City's RFP 25-42; and

WHEREAS, the City desires to contract with BayCare to provide EAP services, as set forth in RFP 25-42, and

In consideration thereof, the City and BayCare do hereby covenant and agree as follows:

1. **Services**

The City herewith retains and contracts with BayCare to administer and provide EAP services designed and intended to reinforce a health-oriented, well, and productive workplace culture and as more particularly identified in RFP 25-42, a copy of which is attached hereto as Exhibit "A" and incorporated by reference. In the event of conflict and/or inconsistency between this Agreement and Exhibit "A", the terms of the Agreement shall prevail, except to the extent "Exhibit A" specifically cross-references the specific term, condition, and/or section of the Agreement to be amended by the "Exhibit A."

2. **Service Eligible Participants**

All fulltime and part-time City employees, insured retirees, and their dependents shall be eligible to participate in the EAP.

Prior to the commencement of services, and periodically thereafter, the City shall provide BayCare an electronic listing of all current eligible program participants.

3. **Deliverables and Fees**

BayCare shall deliver comprehensive EAP services to the City in accordance with the terms of this Agreement.

BayCare shall provide EAP services to the City at an annual rate of $23,946, for year one, based on an estimated 650 employees, at the per person rate of $36.84 per year. This annual rate shall include BayCare's provision of the following services:

- 24 / 7 / 365 telephonic support and crisis intervention for all employees, retirees, and dependents;

- Confidential evaluation and counseling on a voluntary or supervisory referral basis will be afforded the City and its eligible participants;

- Six free face-to-face, phone, or virtual counseling sessions per employee, retiree, or dependent per contract year. If additional sessions are required or desired beyond the six free sessions, the employee may be eligible for sessions utilizing insurance or on a sliding scale fee basis;

- Employee workshops: reviews EAP benefits and other behavioral health topics, delivered in person or virtually (up to six hours per contract year);

- Supervisor/manager trainings; reviews EAP benefits and referral process to address job performance and/or alcohol/drug issues, delivered in person or virtually (up to four hours per contract year);

- Participation in employee open enrollment or wellness fair (up to ten hours per contract year);

- Meetings and/or telephone consultations to assist with mandatory referrals, EAP promotion, and development of formal policies and procedures regarding workplace violence, drug-free workplace, critical incidents, and diverse crisis situations;

- Onsite Critical Incident Response / Psychological First Aid (up to six hours per contract year);

- Free 30 minute face-to-face or telephonic legal consultation. For services beyond the initial 30 minutes, employees receive a preferred discount rate of 25% off normal hourly fees;

- Two free 30 minute face-to-face or telephonic financial consultation. For services beyond the initial 30 minutes, employees receive a preferred discount rate of 25% off normal hourly fees;

- Monthly webinar open to all employees and dependents (second Wednesday of the month at noon);

- Referral to employee's insurance/benefits provider for treatment or community resources as needed;

- Access to online resource center with articles, videos, and assessments for behavioral health, physical health, financial and legal resources, and general life management resources;

- Life Concierge and Transitions coaching services to assist employees with locating services such as child care, elder care, support groups, housing and food;

- Support and access to services in ADA compliant platforms and multilingual services as needed;

- Quarterly leadership meetings to review EAP utilization and timely areas of concern;

- Meetings and/or telephone consultations to assist leadership with general EAP referral coaching, EAP communication strategy, and development of formal policies and procedures regarding workplace violence, drug-free workplace, critical incidents, and crisis situations.

- Crisis Support – response to critical incidents such as employe death, workplace accident, workplace violence, natural disaster, or other incidents that may have a significant emotional impact on employees;

- First Responder VIP Inpatient Admission;

- Assistance programs therapy dog;

- Marketing and promotional materials: posters, business cards, pamphlets, newsletters;

- Monthly utilization reports. Additional reports for specific date ranges are available upon request;

- Appointment of a Contract Manager serving as a liaison between the City and BayCare;

If the Agreement is extended pursuant to the terms outlined herein, the following per employee, per month (PEPM) rates shall apply:

- Years Two and Three
  - $3.13 per employee, per month, based on the City's eligible employee count at the time of billing.
- Years Four and Five
  - $3.19 per employee, per month, based on the City's eligible employee count at the time of billing.

Annual fees for renewal years shall be calculated by multiplying the applicable PEPM rate by the number of eligible employes and by twelve (12) months.

Based on an estimated 650 employees, projected annual costs are as follows:

- Years Two and Three
  - $24,414 (estimated)

- Years Four and Five
  - $24,882 (estimated)

Actual annual costs may vary depending on changes in the City's eligible employee population.

Upon request of the City, BayCare will provide the following services on a fee-for-service basis:

- Additional employee workshops or supervisor/manager trainings: $250 per one-hour, in-person session or $100 per one-hour virtual session;

- Additional on-site Critical Incident Response / Psychological First Aid services: $250 per hour, per clinician;

- Additional participation in employee open enrollment and / or wellness fairs: $100 per hour;

- Substance Abuse Professional (SAP) Assessment: $500 per case;

- Fitness for Duty Assessment:
  - $2,300 Psychological Evaluation
  - $2,800 Neuropsychological Evaluation

BayCare agrees it shall not incur any disbursements in excess of the annual fee without the express authority and written consent of the City.

Exclusive of EAP voluntary counseling and requests for legal and financial service posed by eligible participants, BayCare will coordinate all other programs through the City's Human Resources (HR) Director or designee, with the understanding program schedules will vary and all program offerings are subject to mutual agreement of the City and BayCare.

All processes, methods, procedures, software, statistical research and analysis, training methods, and training materials used by BayCare in providing the City EAP services shall be and remain the property of BayCare.

4. **Service Delivery - Responsiveness**

BayCare will meet with City staff prior to the start of work to address matters of relevance and "kick-off" the programs. Thereafter, City and BayCare staff will routinely

communicate with meetings, phones, e-mail and letter communications, whichever means is most appropriate, to keep each abreast of the state of the program and relevant matters.

BayCare will adhere to the following timeframe in responding to City and EAP eligible participant requests for service:

- Routine calls: within five (5) business days of initial contact
- Urgent calls: within three (3) days of initial contact
- Emergent calls: within one (1) day of initial contact

- Follow-up calls (Routine): within one (1) week of the initial call
- Follow-up calls (Urgent): within one (1) business day of initial contact

BayCare will promptly notify the City of any significant developments, decisions, or actions involving or surpassing the scope of this Agreement and services performed. Moreover, BayCare will stay up-to-date on program relevant issues and topics, inform the City accordingly, and remain fluid and responsive to the needs of the City.

5. **Records and Reports**

BayCare shall maintain all program participant records, caseload information and treatment notes confidentially, in accordance with Florida Statutes Chapter 119 and the Health Insurance Portability and Privacy Act (HIPPA), and shall only release records and their content to the City's HR Director or designee or the City's designated insurer, if so directed. BayCare may not release third-party requested records and information without the express authority and clearance of the City's HR Director or designee.

Ten (10) days following the end of each month, BayCare shall submit to the City a report detailing numbers and types of EAP services rendered and the demographics of eligible participants who availed themselves of said services.

To the extent that this Agreement is construed to be a contract for services with a public agency and that it is acting on behalf of the City as contemplated in Section 119.0701(1) of the Florida Statutes, then BAYCARE agrees to:

- Keep and maintain public records required by the City to perform the service contemplated in this Agreement.

- Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

the duration of the Agreement term and following completion of the Agreement if BAYCARE does not transfer the records to the City.

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

IF BAYCARE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BAYCARE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS SERVICE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, records@mywinterhaven.com, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

If BayCare does not comply with a public records request, the City shall enforce the Agreement which may include immediate termination of this Agreement.

6. **Service Fee Payment**

At the commencement of this service Agreement, BayCare shall tender to the City an invoice in the amount of $23,946, the annual rate for contracted EAP services inclusive of materials and supplies.

Thereafter, any BayCare services rendered on a fee-for-service basis, which must be authorized in advance by the City's HR Director or designee, shall be invoiced to the City monthly or as necessary.

The City shall remit service payment to BayCare within thirty (30) days of invoice receipt.

7. **Insurance and Indemnification**

BayCare shall procure and maintain, at its sole expense, insurance of the appropriate types and in the minimum amounts stated below.

Type	Amount
Workers' Compensation	$500,000 each accident employer's

Comprehensive General Liability	$1,000,000 each occurrence
Professional Liability	$2,000,000 annual aggregate

Such insurance shall be written by a company or companies authorized to do business in the State of Florida and that are acceptable to the City. Certificates evidencing the maintenance of said insurance must be furnished to the City within ten (10) business days of executing this Agreement. BayCare shall provide thirty (30) days prior written notice to City of Winter Haven of cancellation or non-renewal.

BayCare agrees to indemnify and hold harmless the City, its officers, elected officials, employees, agents, and volunteers, from and against any and all loss, damage, actions, claims, suits, judgments and/or assessments, and liability in connection with loss of life, personal injury or damage to property arising from or out of any negligent occurrence, conduct or operation of, or by BayCare.

BayCare shall also pay all reasonable costs, expenses and attorney fees, trial and appellate, that may be incurred by the City, its officers, elected officials, employees, agents, and volunteers, in enforcing any and all terms and covenants of the Agreement and the insurance requirements and/or indemnification provided herein and out of any actions caused by BayCare, its employees or agents related to this Agreement.

Additionally, no waiver of the City's sovereign immunity or the limits of the City's liability pursuant to the provisions of §768.28 of the Florida Statutes as amended from time to time regardless of whether such liability is based in tort, contract, statute, strict liability, negligence, product liability or otherwise are intended to be made herein.

Notwithstanding the requirements of this section, BayCare may elect to satisfy any or all of the above insurance requirements and / or deductibles by use of self-insurance, and/or a captive insurance company owned by BayCare. The responsibility to fund any financial obligation for self-insurance and/or a captive insurance company owned by BayCare shall be assumed by, for the account of, and at the sole risk of BayCare.

In addition to the indemnification obligation stated above, and to the fullest extent permitted by law, to the extent BayCare elects to meet any of the City's insurance requirements through the use of self-insurance or self-insured retentions, BayCare agrees to protect, defend, reimburse, indemnify and hold the City, its members, officers, and employees free and harmless from and against any and all liabilities, claims, expenses, losses, costs, fines, and damages (including but not limited to attorney's fees and court costs) and causes of action of every kind and character arising out of, resulting from, incident to, or in connection with BayCare's work for the City as described in this Agreement to the extent such liabilities, claims, expenses, losses, costs, fines, and damages would have been covered under BayCare's required insurance, but for which coverage does not apply as a result of BayCare's using self-insurance or self-insured retentions to meet the City's insurance requirements. In no way shall this indemnification act as a limitation upon the defense, indemnity and hold harmless obligations described herein or in any other section of this Agreement.

8. **Duration and Term**

This Agreement shall be effective the date fully executed by the City and BayCare and shall be valid through December 31, 2026. Upon mutual written consent by both the City and BayCare, the contract may be extended for two (2) successive two-year periods at the same terms and conditions beginning January 1, 2026.

The City and BayCare each reserve the right to discontinue the Agreement by way of either tendering a thirty (30) day written notice of cancellation. If terminated, the City shall pay BayCare for services rendered through termination.

9. **Governance**

The interpretation of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be exclusively in the State Courts in and for Polk County, Florida.

10. **Entire Agreement**

This Agreement revokes and supersedes any prior agreements, written and oral. No representations or promises other than those set forth herein may be relied upon by either party.

This Agreement represents the entire agreement between the parties and shall not be subject to modification or amendment by any oral representation, or any written statement by either party, except for a dated written amendment to this Agreement signed by both the parties.

If any provision of this Agreement shall be finally declared void or illegal by any Court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

All provisions of the City's RFP-20-50 to the extent not inconsistent with the provisions of this Agreement are incorporated into this Agreement by reference.

11. **Publicity/Advertising**

BayCare has a policy prohibiting the use of its name, brand, likeness, trademarks, or other intellectual property for publicity and/or advertising purposes. All requests to use BayCare's name, brand, likeness, trademarks/intellectual property, statements from employees, results from questionnaires, or any other related requests ("Publicity/Advertising Requests") must be submitted in writing to BayCare for review and approval. The City agrees that BayCare will approve or disapprove all Publicity/Advertising Requests in its sole discretion. In the event that BayCare notifies the

City of any breach of this clause, the City shall immediately cease and desist the breaching conduct, and BayCare shall be entitled to terminate this Agreement.

12. **Required Clauses**

Pursuant to Florida Statutes, the following provisions are added to this Agreement:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of $35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. BayCare acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into this Agreement, and the resulting contract with the City.

(b) *Scrutinized Companies.* Section 287.135, Florida Statutes, prohibits the City from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria. BayCare acknowledges that it is not on the State of Florida Scrutinized Companies that Boycott Israel list, is not presently engaged in a boycott of Israel, is not on the State of Florida Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

(c) *E-Verify.* By contracting with the City, BayCare becomes obligated under Florida law to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of BayCare and any subcontractor hired by BayCare. If BayCare enters into a contract with a subcontractor, the subcontractor must provide BayCare with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, and all purchase orders if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by BayCare, BayCare may not be awarded a public contract for a period of one (1) year after the date of termination.

(d) *No Consideration of Social, Political, and Ideological Interests.* The provisions of Section 287.05701 of the Florida Statutes prohibit local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor.

(e) *Contracting with Foreign Entities.* By executing this Agreement, BayCare certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, BayCare certifies that no government of a Foreign Country of Concern has a "controlling interest" in BayCare as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is BayCare organized under the laws of a Foreign Country of Concern, nor does BayCare have its principal place of business located in a Foreign Country of Concern. If this Agreement permits BayCare to access the personal identifying information of any individual, BayCare agrees to notify the City in advance of any contemplated transaction that would cause BayCare to be disqualified from such access under Section 287.138 of the Florida Statutes. BayCare agrees to furnish the City with an affidavit signed by an officer or representative of BayCare under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(f) *No Coercion for Labor or Services.* By executing this Agreement, BayCare certifies, pursuant to Section 787.06(13), Florida Statutes under penalty of perjury, that it does not obtain labor or services by the use of coercion, by using or threatening to use physical force against any person; by restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; by using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; by destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; by causing or threatening to cause financial harm to any person; by enticing or luring any person by fraud or deceit; or by providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person. BayCare agrees to furnish the City with an affidavit signed by an officer or representative of BayCare under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

13. **Force Majeure**

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

14. **Compliance with Laws**

BayCare agrees to comply with any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of City of Winter Haven, and of any and all other public authority which may be applicable.

(Signature Page to Follow)

BEHAVIORAL HEALTH MANAGEMENT SERVICES, INC. dba BAYCARE LIFE MANAGEMENT

CITY OF WINTER HAVEN, FL

_____

Lisa Moser
Director, Assistance Programs & Clinical Services

_____

T. Michael Stavres
City Manager

_____

Date

_____

Date

Approved as to form and legality:
CITY ATTORNEY

_____

Frederick J. Murphy, Jr., Esquire

ATTEST:

_____

Vanessa Castillo, City Clerk

EXHIBIT "A"

WINTER HAVEN
THE CHAIN OF LAKES CITY

September 17, 2025

REQUEST FOR PROPOSALS
RFP-25-42

Sealed responses will be received by the City of Winter Haven until **2:00 P.M., OCTOBER 21, 2025, at our online solicitation platform, Mercell, for:**

"Employee Assistance Program (EAP) Services"

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed.

Public Records – It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions concerning this bid must be submitted on or before **2:00 p.m**., October 13, 2025, to Shawn Dykes at sdykes@mywinterhaven.com . Questions received after this time may not be answered.

The responses shall be furnished in accordance with the RFP, requirements, and any other documents prepared for this bid. **W-9** should be attached to the bid when returned by the responding vendor. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above.

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

LEGAL ADVERTISEMENT

REQUEST FOR PROPOSALS
RFP-25-42

The City of Winter Haven will receive sealed responses until **2:00 P.M., October 21, 2025, at our online solicitation platform, Mercell,** for:

"Employee Assistance Program (EAP) Services"

Prospective bidders may obtain copies of the RFP at: https://app.negometrix.com/buyer/690

Advertise: September 17

RFP-25-43

EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES
SCOPE OF SERVICES

Purpose and Intent:

To seek and contract with a qualified, credentialed and appropriately licensed group to provide Employee Assistance Program (EAP) services for the benefit and use of the City's employees, insured retirees, and insured dependents, with said services provided on a recurring, pre-scheduled, as-needed and requested or specialty basis.

Services Defined:

Employee Assistance Program (EAP) services should include:

- Confidential evaluation and counseling, on a voluntary or supervisory referral basis, with up to six free sessions per year per employee, retiree, or dependent, and a discounted rate per session for additional, on-going sessions that may be required or desired;
- Access to virtual / telehealth EAP counseling services and digital wellness resources available 24/7
- Access to self-directed digital mental health tools, including CBT-based mobile apps or web platforms (Cognitive Behavioral Therapy);
- One free legal consultation per year, including but not limited to wills, landlord / tenant disputes, or family law matters;
    - List of flat-fee services for additional sessions beyond the initial.
- Two free financial consultation per year, including but not limited to debt counseling, budgeting, and retirement planning;
- Life Transition coaching, i.e. new parents, divorce, caregiving, retirement prep, loss of loved ones.
- Nutrition coaching programs, i.e. "Lunch & Learn" series
- Annual training and education, i.e. Drug-free Workplace, Sensitivity, Violence and Harassment in the Workplace, etc.;
- Critical Incident Stress Management aid and debriefing services;
- Development of an annual EAP communications strategy to maximize employee awareness and utilization, including custom email templates, flyers, and new hire orientation materials for dissemination;
- Meetings and/or telephone consultations, and
- Monthly and annual utilization reports that include aggregate data on service usage, issues presented, session types, referral outcomes, and user satisfaction ratings, while maintaining confidentiality.
- Life Concierge Services, i.e. assistance with finding child care, pet care, elder care, etc.
- Quarterly status meetings with City management
- Customization options for specific city departments, i.e. first responders, public works, etc.
- Identify ADA accessibility and multilingual services

Optional Services:

Proposers are encouraged to identify and describe any added value services offered at no additional cost, such as:

- Manager consultation and coaching;
- Wellness newsletters or webinars, and
- Access to online content libraries.
- Organization wide activity coordination (e.g. team based wellness challenges)
- EAP app gamification
- Volunteer matching
- Therapy pet access

Service Fees and Billing:

It is preferred EAP service fees be bid as an all-inclusive, annual fee or at a cost per covered employee rate; the City has a total of 650 employees. Upon award of the bid to a provider of choice, it is expected an itemized bill for annualized program service fees will be remitted to the City for payment.

Proposal Format:

Proposals should include a cover letter and detailed qualifications for the services defined, be approximately thirty (30) pages in length (excluding resumes and City forms which should be included as an appendix), signed by an authorized representative, and include the following in the same order:

Overview of the Firm

- Describe the firm, i.e. date founded, ownership, and organization structure
- Identify the service provider team and their qualifications
- Describe federal, state, and local licenses and credentials held
- Disclose known and/or potential conflicts of interest
- Identify expectations of the City as it pertains to providing program services

Expertise and Experience

- Describe the firms' employee assistance program service administration experience
    - How has the firm helped to grow employee engagement in EAP services.
        - Specific metrics are appreciated.
- Identify the number and types of agencies presently served
- Identify the number of public sector governmental entities on whose behalf the firm serves as an employee assistance program service provider
- Describe the firms' administrative and recordkeeping experience and practice to include
    - the recordkeeping platform/system to be used
    - the frequency of system testing, and system recovery disaster plan
    - systems and processes that will ensure data security and the confidentiality and non-release of patient personal health information
    - Protocols for subpoenas or legal requests

Service Rates and Charges

- Define the service fees and charges
- Identify and explain any other fees or expenses that may apply

Availability

- Confirm the ability to begin rendering EAP services January 1, 2026
- Identify hours of operation and availability
- Identify projected service wait and responsiveness timelines
- Disclose any known schedule concerns or potential conflicts
- Provide a full list of services provided for employees (tele and/or in-person meetings, app, web, email, call-in, etc).

References

- Provide three current client references
- Provide two former client references

Proposal Submittal:

The responsibility for completing and submitting sealed proposals by the deadline and at the specified location shall be solely and strictly the responsibility of proposing firms/individuals. The City of Winter Haven shall in no way be responsible for delays caused by the proposer's internet connectivity issues or any other occurrence.

No proposal shall be withdrawn for a period of 90 days from the date and time of the proposal opening.

All proposals received by the deadline will be screened to ensure qualifications and requirements of the RFP are met. The City reserves the right to request clarifications or additional information from any respondent. Incomplete proposals may be subject to disqualification.

The City shall not compensate proposers for preparation of responses to this RFP.

Proposer Eligibility/Qualifications:

A provider of choice must:

- Have five years of experience administering and/or providing employee assistance program (EAP) services to organizations of a similar size and scope and shall provide evidence of related expertise and experience.

- Be properly credentialed and licensed by the State of Florida for the term of the contract and shall provide proof of said credentials upon request.

- Be capable of and equipped to perform all aspects of the desired services.

- Comply with all established, new or changed Federal, State and City laws, rules, policies and protocols.

- Ensure full compliance with HIPAA, the Florida Information Protection Act (FIPA), and any other applicable privacy and data protection laws.

If chosen, the select provider shall also at its sole expense acquire and provide the City proof of insurance of the types and amounts specified within the City's standard terms and conditions attached herein.

RFP Process:

The City will use a Professional Services Committee (PSC) for recommendations in the selection process. The PSC will consist of individuals representing the City of Winter Haven and one Winter Haven City Commissioner will be appointed to serve as Commission Liaison.

The PSC will consist of the following or their representative or designee:

- Shawn Dykes, Human Resources Director
- Canise Hubbard, Assistant Human Resources Director
- Lt. Garrett Boyd, Police Department
- Lt. Donald Baumgardner, Fire Department
- Todd Gooding, Assistant Public Works Director
- Travis Pike, Water-Field Services Manager
- Clifton Dollison, City Commission Liaison

Rating System:

Respondent provided information shall be the primary basis upon which the short-listing of respondents will occur. Each item within a respondent submittal will be evaluated independently and weighted on a scale as shown below.

Qualifications	Points Possible
1. Overview of the Firm	0-15
2. EAP service team and qualifications	0-15
3. Evidence of expertise and experience	0-25
4. Service rates and charges	0-15
5. Availability to provide service	0-10
5. Client references	0-10
6. Primary business location*	0-10
Total Points Possible	**100**

**If the bidder or service provider's primary business location is within the City of Winter Haven Utility Service Area, 10 points will be awarded; if located within Polk County, 5 points will be awarded. Refer to item 10) Local Preference, in the attached City of Winter Haven Terms and Conditions – General Provision Clauses for more information regarding the City's Local Preference Ordinance.*

The PSC shall determine from this evaluation the proposer(s) most susceptible of being selected, and interviews may be scheduled thereafter. The date(s) and time(s) of any such presentations or interviews shall be determined solely by the City.

Following this, the PSC may recommend a respondent of choice to the City Manager. If he concurs, the City Manager may present the recommendation to the City Commission for authorization to proceed with negotiating a service agreement for presentation to the City Commission for approval. If authorized, the select proposer will be informed accordingly and the agreement negotiation and development process will ensue.

The selection of a proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the proposer. The City shall be the sole judge of proposals and resultant negotiated agreements. Any decisions made by the City shall be in its best interest and likewise deemed final.

Award:

Award is subject to the successful negotiation of a service agreement and the vote of the City Commission to approve and authorize execution of an agreement document.

Service Fees and Charges:

Any fees and charges for services requested and to be rendered shall be subject to negotiation. There are to be no front-end charges and no back-end charges associated with contract termination.

Duration of Award and Engagement:

The EAP provider of choice will be issued a letter detailing the start date, rates and fees for services and confirming the requirements of the RFP will be binding on the select service provider.

The term of the agreement is for one year. Upon written mutual consent by both the City and the service provider, the contract may be extended for two (2) successive two-year periods at the same terms and conditions.

The City reserves the right to cancel the contract at any time should any of the following conditions exist:

- Funds are not appropriated to allow continuance of the contract
- The City changes its requirements or method of operation
- The City no longer has a need for this service
- The City is not satisfied with the level of services provided under the contract or the contractor fails to comply with any terms and conditions outlined in the contract

Non-Exclusiveness:

The select provider must understand and agree that any award resulting from this RFP shall not be construed as an exclusive arrangement and the City may, at any time, secure similar or identical services at its sole option.

Contact with City Officials and Employees:

All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-consultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Professional Services Committee, the Mayor, Commissioners, City Manager's Office, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure the contract decisions are made in public and to protect the integrity of the selection process. A City Commissioner will participate with the PSC solely as a Liaison

between the Commission and PSC and no delegation and/or decision-making authority is deemed to be made by the City Commission to the Liaison.

Hold Harmless:

The proposer of choice will be recognized as an independent contractor. Additionally, the select provider will be expected to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP and any resultant agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys.

The select provider's liability shall encompass all attorney fees and costs incurred by the City in the enforcement of this indemnification provision and shall include claims against the City made by the select provider's employees. The select provider shall waive its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations in this regard shall survive termination of this RFP and resultant agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the resultant agreement. Nothing contained in the indemnification terms shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Assignment or Transfer:

The selected provider shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein, if any, or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City of Winter Haven has sole discretion whether or not to consent to any contemplated assignment.

Applicable Law and Venue:

This RFP shall be construed by and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action, or other proceeding arising out of or relating to this RFP shall be exclusively in the Tenth Judicial Count in and for Polk County, Florida.

Other:

The City of Winter Haven, Florida reserves the right to waive informalities; to reject any and all proposals, in whole or part, with or without cause; to re-advertise and to enter into a contract determined to be in its best interest.

In addition to the specifications outlined herein, all City of Winter Haven Terms and Conditions – General Provision Clauses attached hereto shall apply.

CITY OF WINTER HAVEN - TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES
(09/17/2025 RFP/fjm)

1) GENERAL CONDITIONS:

Bidders are required to submit their proposals subject to and upon the following express conditions:

a) Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Prospective Bidders, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the City of Winter Haven harmless from any and all claims of personal injury arising from their participation in the site visit.

b) These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

c) **PUBLIC RECORDS**

City and Contractor agree that Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

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

d) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600; records@mywinterhaven.com; 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Contractor does not comply with a public records request, City shall enforce the contract provisions which may include immediate termination of contract.

e) It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages including but not limited to attorneys' fees and costs, that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

f) It is the intent of the City of Winter Haven that this Request promotes competitive bidding. It shall be the bidder's responsibility to advise Procurement at the address noted in the solicitation, if any language, requirements, etc. inadvertently limits the requirements stated in this Request to a single source. Such notification must be received in writing by the Procurement Manager not later than ten (10) days prior to the bid opening date.

g) Bidders must possess any applicable business or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure.

h) The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

i) Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

2) TRADE SECRETS / PROPRIETARY INFORMATION

a) To qualify any submitted information as "trade secret", or confidential, the bidder/proposer must mark each page of the submitted proposal or specific portion of a document as "trade secret". All material designated as such must be separated from all non-trade secret material, such as being submitted in a separate document clearly titled as "TRADE SECRET – DO NOT DISCLOSE". If the City receives a public records request for a document or information that is marked and certified as a trade secret, the City shall release all other documents not designated as protected trade secrets in accordance with applicable public records laws.

b) To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "trade secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

c) Proposers should provide a redacted copy of the proposal with the original submittal.

3) DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a) ACCEPTANCE: The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or render the services ordered by the City.

b) APPLICABLE LAW: Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.

c) CHANGES: The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Procurement Manager in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Procurement Manager.

d) CITY: The City of Winter Haven, Florida or its authorized representative.

e) CONTRACT: The Contract executed by the City and the Contractor, and shall include all Contract and Bid Documents.

f) CONTRACTOR: The successful bidder and/or proposer/ respondent/ consultant who enters into a Contract with the City to complete the project and/or provide the contemplated goods and/or services.

g) DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.

h) DOCUMENTS: The Bid Documents consist of the Request, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.

i) INDEMNIFICATION: As specified in the bid documents.

j) INSPECTION: The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.

k) INSURANCE: As specified in the bid documents.

l) LIMITATION ON MUNICIPAL INDEMNITY: To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

   i) “Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement.” Provided further, no waiver of the City’s sovereign immunity is intended to be made herein.
   ii) The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

m) ONLINE SOLICITATION: The City utilizes an internet based ONLINE SOLICITATION SYSTEM at www.negometrix.com to post solicitation opportunities which may be in the form of an Invitation to Bid, a Request for Proposals, a Request for Qualifications, and/or other solicitation as more specifically

identified by the City in its posting.

n) PLATFORM: The City's internet based online solicitation system is identified as and located at https://app.negometrix.com/buyer/690 (Provider). The Platform is utilized by the City and the Suppliers to: 1) allow Suppliers to register and manage their company records; 2) City posts and issues solicitation packages for Suppliers from inception to award of a solicitation; 3) allows Suppliers to submit a response online, electronically, through the Platform; 4) allows Suppliers to view all public record documents related to the Online Solicitation.

File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

o) STATEMENT OF ASSURANCE: No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:
   i) not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status
   ii) will submit such reports as the City may thereafter require to assure compliance.

p) SUB-CONTRACTOR: An individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.

q) TITLE: The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

r) WARRANTY: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice, by Contractor that this provision exists.

4) INTERPRETATIONS OR ADDENDA:

a) No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Procurement. In addition, all Addenda will be posted for review by the General Public on the City's e-procurement platform: https://app.negometrix.com/buyer/690

b) A notification will be emailed to vendors who are registered for that particular bid on the Mercell platform.

c) The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

5) PROTEST PROCEDURES:

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

a) All formal Invitations to Bid; Requests for Proposals and Requests for Qualfications shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

b) **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Procurement Manager.

c) **NOTIFICATION:** Procurement shall post all recommendations of award available for review by the General Public on the City's e-procurement platform: https://app.negometrix.com/buyer/690. A notification will be emailed to vendors who are registered for that particular bid on the platform.

d) **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City's Procurement Manager a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Manager no later than three o'clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest bond (the "Bond") in the amount of one thousand dollars ($1,000.00) in the form of a cashier's check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Manager shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.

i) If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Procurement Manual, action may be taken to secure the goods or services.

e) **FORMAL NOTICE:** Any person, who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:

i) City bid number and/or title (if applicable).
ii) Name and/or address of the City department, division or agency affected (if known).
iii) The name and address of the affected party, and the title or position of the person submitting the protest.
iv) A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
v) Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.

vi) The statement shall indicate the relief to which the affected party deems himself/herself entitled.
vii) Such other information as the affected party deems to be material to the issue.

f) **PROTEST MEETING:** The Procurement Manager will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Manager or designee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Manager or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:

i) The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
ii) The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
iii) Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
iv) During the meeting, the Protest Committee may ask questions of all parties as necessary.

g) The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.

h) Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10th Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

6) PROPOSALS

a) Submittals must be received no later than the time and date specified in the solicitation, and submitted via the e-procurement platform. No bid will be accepted after the specified deadline on the Mercell platform and/or any other electronic platform utilized by the City for such purposes.

b) The Procurement Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.

c) Sealed bids, proposals, or replies received by the City pursuant to a Request for Qualifications/Proposals are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

d) If the City rejects all bids, proposals, or replies submitted in response to a Request for Qualifications / Proposals and the City concurrently provides notice of its intent to reissue the Request for Qualifications /Proposals, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1)

and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Request for Qualifications/Proposals or until the City withdraws the reissued Request for Qualifications/Proposals. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

e) Bid and all affidavits should be submitted on the form furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. All corrections made by Bidder to their bid must be initialed. Each Bidder shall submit its proposal on the e-procurement platform as specified on the Request for Qualifications/Proposals. It is the Bidder's responsibility to assure that its bid is submitted by the proper time of the bid opening. Bids which are not received, as set forth herein, may not be considered.

f) Telegraph, telephone, e-mail, electronically transmitted, posted (USPS, FedEx, UPS, etc.) or facsimile (FAX) bids will not be considered. Bids may be modified provided such modification is submitted on the platform prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

g) **RESPONSES RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

h) Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political or ideological interests.

7) EXTENSION:

a) In addition to any renewal options, if any, the City has the right to extend any award resulting from this solicitation for the period of time necessary to release, award, and implement a replacement agreement for the commodities and/or contractual services provided. Such extension shall be based upon the same prices, terms, and conditions.

8) OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:

a) The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

9) MISTAKES; INACCURACIES; INCOMPLETE INFORMATION:

a) Bidders are expected to examine the specifications, delivery schedule, bid prices (if applicable), and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

b) **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

c) The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavit, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that proposals submitted without any signatures are non-responsive and shall not be considered for clarification or correction.

10) STATEMENT OF BIDDER'S QUALIFICATIONS:

a) Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidder's ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

11) <u>LOCAL PREFERENCE ORDINANCE</u>

a) **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**

b) Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or procurement manager may give local preference to local vendors as defined herein and shall implement such policy in the following manner;

c) Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the purchasing of goods and services when bids are sought as follows:

i) When bids are received and the lowest bid price does not exceed $15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

ii) When bids are received and the lowest bid price does not exceed $25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

iii) When bids are received and the lowest bid price does not exceed $50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

iv) When bids are received and the lowest bid price does not exceed $150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the

Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

v) When bids are received and the lowest bid price does not exceed $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

vi) When bids are received and the lowest bid price exceeds $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

d) The provisions of this ordinance shall not apply to the purchasing of goods and/or services by the City of Winter Haven involving the following entities and/or situations as follows:

i) Purchase and or sale of real property,
ii) Bids that meet the criteria of Florida Statute 255.0991, subsection (2), or are prohibited thereby,
iii) Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
iv) Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
v) The purchase of personal property to the extent governed by Florida Statute 287.084.
vi) Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

12) EQUAL EMPLOYMENT OPPORTUNITY:

a) No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

13) *NOTICE*

a) **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

b) **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel;**

14) UNAUTHORIZED ALIEN(S) / E-VERIFY

a) The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

b) By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System, a U.S. Immigration and Customs Enforcement program, to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination.

c) If your company wishes to avail themselves of this program, you can register online for E-Verify at **https://www.vis-dhs. com/EmployerRegistration** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

15) NO COERCION FOR LABOR OR SERVICES / HUMAN TRAFFICKING:

a) Contractor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Contractor agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of the Contractor under penalty of perjury at any time and upon request.

16) FOREIGN COUNTRIES OF CONCERN:

a) Contractor acknowledges that Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

Contractor must certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.

- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.

- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

17) SCRUTINIZED COMPANIES:

a) Contractor acknowledges that Section 287.135, Florida Statues, prohibits a Florida entity from bidding on, submitting a proposal for, or entering into or renewing a contract with the City for goods or services as detailed in said statute and further, requires the entity to furnish an affidavit signed by an officer or representative under penalty of perjury concerning scrutinized companies. Any contract for goods and/or services will be subject to termination by the City if the Contractor has been found to have violated the relevant provisions of Section 287.135 of the Florida Statutes.

18) ACCIDENT PREVENTION:

a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

b) The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

19) ASSIGNMENT OR NOVATION:

a) The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Contractor, may be made without the consent of the City.

20) PATENT INFRINGEMENT:

a) The Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project including but not limited to attorneys fees and costs incurred by the City related thereto.

21) PROGRESS OF WORK:

a) If the Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Contractor's right to proceed with the work by giving it written notice.

b) If the City terminates the Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety

to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Contractor shall constitute an acknowledgment of the Surety's consent to this provision.

c) If the City does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

22) CONTRACTOR PROVIDED INSURANCE

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

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

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

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

(1) <u>Workers' Compensation Insurance</u>

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

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

(2) <u>General Liability Insurance</u>

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

endorsements which exclude coverage for liability arising out of:

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

(b) The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:
(i) $1,000,000 General Aggregate
(ii) $1,000,000 Products/Completed Operations Aggregate
(iii) $1,000,000 Personal and Advertising Injury
(iv) $1,000,000 Each Occurrence

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

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

In the event that the proposer/bidder does not own any vehicles that are used in the business, or titled in the business name, then the business auto requirement can be satisfied with a hired and non-owned automobile liability extension being added to the commercial general liability.

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

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

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

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

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited

to, as an indemnitee of the Contractor) available to the Owner under this Contract or otherwise.

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

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

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

vii) Certificates of Insurance must be completed as follows:
1. Certificate Holder
City of Winter Haven
451 Third Street, N.W.
Winter Haven, FL 33881
2. Additional Insured for General Liability
City of Winter Haven and its officials, officers and employees

23) INDEMNIFICATION BY CONTRACTOR

a) The Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

b) The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

c) The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.

d) A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

e) The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

24) LIENS:

a) No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

25) CONSTRUCTION AND CONSULTING EVALUATION:

a) The award of contracts by the City of Winter Haven for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and

requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Winter Haven or other entity.

b) The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.

c) This form will be completed on all firms performing construction and/or consulting work for the City of Winter Haven. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

26) FEDERAL FUNDING:

When Federal funds are expended by the City of Winter Haven, the following provisions pertain as applicable:

a) Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

b) Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

c) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

d) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e) Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the City of Winter Haven, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.

f) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

g) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

h) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

   i) The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

   ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

i) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
   i) The contractor certifies, by submission and signature of this bid, that during the term and after the awarded term of an award for all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ii) Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, contractor must disclose same.

j) Procurement of recovered materials (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $5,000 or the value of the quantity acquired during the preceding fiscal year exceeded $5,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

k) Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of six years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

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Affidavit of Prime Bidder

Non-Collusion: The Contractor 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 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/consultant 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).

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

_____
Name – printed

_____
Signature / Date

_____
Title

Affidavit Regarding the Use of Coercion for Labor and Services

State of _____
County of _____

Name of Vendor: _____

Address: _____

Phone Number & Email: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____
Signature of_____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____of _____ , a _____, on behalf of the said _____ who is (___) personally known to me or (____) produced a _____ driver's license as identification.

_____
Notary Public, State of _____
Commission no.: _____
My commission expires: _____

Affidavit Regarding Foreign Countries of Concern

State of _____
County of _____

Name of Vendor: _____

Address: _____

Phone Number & Email: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

_____
Signature of_____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____of _____ , a _____, on behalf of the said _____ who is (___) personally known to me or (____) produced a _____ driver's license as identification.

_____
Notary Public, State of _____
Commission no.: _____
My commission expires: _____

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the firm, I certify that the firm identified below does not:

1. Does not participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Firm Name _____

Signature _____

Name and Title _____

Date _____

EXHIBIT "A"

RFP-25-42 Submittal Cover Page

_____

Date

_____

Name of Company

_____

Authorized Signature

_____

Printed Name Title/Position

_____

Physical Address

_____

City State Zip

_____

Email address

_____

Telephone Number / Fax Number

Received Addenda #'s_____

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

_____

_____

_____

_____

Key Team members and addresses of principal office:

_____

_____

_____

RFP-25-42
October 21, 2025
City of Winter Haven
Tabulation of Proposals

Employee Assistance Program

Firms submitting proposals:

AllOne Health Well, LLC - Wilkes-Barre, PA
In association with:
MyLife Expert - member portal
BetterHelp - online counseling
Map Communications & Behavioral Health Response

BayCare Life Management - Clearwater, FL
In association with:
Life Advantages - online resources
CLC - legal resources
MSA - financial resources
StressStop - myStress Tools platform

Prepared by: Bethany Owen

Date: November 20, 2025

City of Winter Haven
Financial Services

NOVEMBER 20, 2025

To: All firms submitting proposals for RFP-24-42 Employee Assistance Program (EAP) Services

Attention Proposing Firms -

The City of Winter Haven's Professional Services Committee met to short-list and ranked the responding organization's proposals in the following order, with the #1 ranked organization, BayCare Life Management, being recommended for award:

1 – Behavioral Health Management Services, Inc. dba "BayCare Life Management" – Clearwater, FL
2 – AllOne Health Well, LLC – Wilkes-Barre, PA

If you have any questions, do not hesitate to contact us at procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

Procurement/Financial Services
500 Third Street
Winter Haven, FL 33881

MYWINTERHAVEN.COM

RFP-25-42 Submittal Cover Page

October 21, 2025
Date

Behavioral Health Management Services, Inc, dba BayCare Life Management
Name of Company

Lisa Moser, Psy.D.
Authorized Signature

Lisa Moser, PsyD — Director, Assistance Programs & Clinical Services
Printed Name — Title/Position

2985 Drew St., MS-1014
Physical Address

Clearwater — FL — 33759
City — State — Zip

BayCareEAP@baycare.org lisa.moser2@baycare.org
Email address

800-878-5470 727-754-9285
Telephone Number / Fax Number

Received Addenda #'s

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

Life Advantages - online resources

CLC - legal resources

MSA - financial resources

StressStop - myStressTools platform

Key Team members and addresses of principal office:

BayCare Life Management, 2985 Drew St., MS-1014, Clearwater FL 33759

Lisa Moser - director — Tracy Stanko - Assistance Programs Liaison

Jacqui Turner - manager — Eric Bell & Ali Metheney - Lead EAP Counselors

BayCare Behavioral Health

2985 Drew Street, MS-1014
Clearwater FL 33759

October 21, 2025

Bethany Owen
City of Winter Haven
Office of Procurement
451 Third St. NW
Winter Haven, FL 33881

Dear Ms. Owen,

Behavioral Health Management Services, Inc., dba BayCare Life Management is pleased to respond to City of Winter Haven RFP 25-42 for Employee Assistance Program (EAP) Services. We greatly value the trust the City of Winter Haven has placed in us as your current EAP provider and are committed to continuing to exceed your expectations if we are selected again through this RFP process.

BayCare is the leading non-profit, community-based mental health and substance use care provider in west central Florida and has been providing EAP services for nearly 30 years. Our EAP services are rooted in the BayCare mission to improve the health of all we serve through community-owned health care services that set the standard for high-quality, compassionate care.

BayCare also has a long history of providing mental health services in Polk County. The Winter Haven Hospital Center for Behavioral Health (CBH) was founded in 1967 as the first community mental health center in the United States. Today, BayCare Behavioral Health is one of the leading non-profit, community-based mental health and substance use care providers in Polk County and the greater west central Florida region. In addition to serving as the director of our EAP team, I also am the director of our clinical services team at our Winter Haven Hospital outpatient and inpatient facilities, so I'm often in the area working alongside community leaders.

What sets our EAP services apart from others is our personalized approach and community knowledge. Our team is deeply embedded in the communities we serve, so we have a personal connection to those we serve. We also have strong connections with the clinicians in our provider network, and stay in regular communication with them to ensure our members receive prompt and clinically-appropriate care.

Please reach out to me directly at (727) 754-9285 or lisa.moser2@baycare.org if you have any questions about the materials presented in the following proposal.

Regards,

Lisa M. Moser, Psy.D.

Lisa Moser, PsyD
Director, Assistance Programs and Clinical Services

WINTER HAVEN

THE CHAIN OF LAKES CITY

Proposal in Response to
City of Winter Haven
Request for Proposals (RFP) for
Employee Assistance Program (EAP) Services
RFP-25-42

submitted by

Behavioral Health Management Services, Inc., dba

BayCare Life Management

2985 Drew Street, MS-1014
Clearwater FL 33759
800-878-5470
BayCareEAP@baycare.org

Contact: Jacqui Turner
727-315-7449 • jacqueline.turner@baycare.org

BayCare Behavioral Health

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Overview of the Firm

About BayCare Health System & BayCare Life Management

BayCare Health System is the largest, not-for-profit health care system dedicated solely to the communities of West Central Florida, with primary services in Polk, Pasco, Pinellas, and Hillsborough counties. BayCare is renowned for delivering the highest clinical excellence with extraordinary, compassionate care.

In 1997, several independent, locally founded, not-for-profit hospitals entered into a 50- year Joint Operating Agreement (JOA) to ensure the Tampa Bay region would continue to have access to not-for-profit health care. The hospitals agreed to be operated by a new not-for-profit entity, BayCare Health System, committed to providing high-quality, compassionate care to the entire region.

Today, BayCare Health System operates 16 hospitals, including a children's hospital with a pediatric trauma center; has a robust physician group, BayCare Medical Group; and provides extensive outpatient services. It's also the region's largest provider of pediatric and behavioral health services and it operates one of the state's largest home care services, BayCare HomeCare, across 13 counties. Backed by sound financial stewardship, BayCare has maintained a deep commitment to investing a significant portion of revenues back into the community.

Behavioral Health Management Services, Inc., dba BayCare Life Management was founded in 1994 as a non-profit corporation to deliver outpatient mental health and addiction treatment services for adults and children, including Employee Assistance Program (EAP) services. BayCare Life Management became a subsidiary of the BayCare Health System as it continued its investment in our communities' mental health. Today, the BayCare Behavioral Health Institute, which includes BayCare Life Management, is the leading provider of behavioral health services in the region, helping more than 70,000 adults and children every year who struggle with mental health and/or addiction issues.

Our Mission

BayCare Health System will improve the health of all we serve through community-owned services that set the standard for high-quality, compassionate care.

Our Values

The Values of BayCare are ***trust***, ***respect***, and ***dignity*** and reflect our ***responsibility*** to achieve health care ***excellence*** for our communities.

Date Founded & Ownership:

BayCare Health System was founded in 1997 and is a 501(c)(3) not-for-profit organization overseen by a volunteer Board of Trustees that includes representation from its founding member organizations.

Organization Structure:

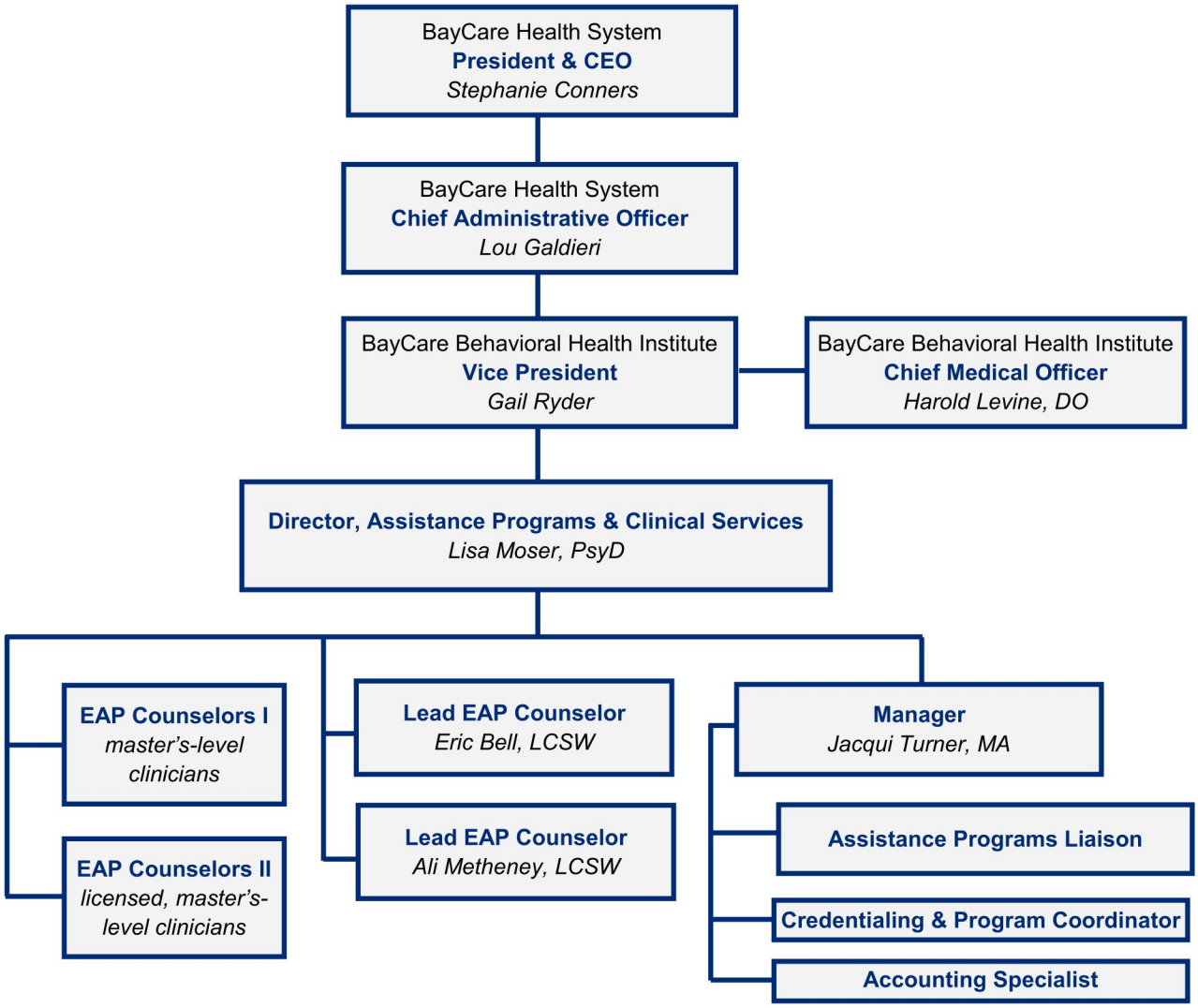
Behavioral Health Management Services, Inc., dba BayCare Life Management was founded in 1994 as a non-profit corporation and today is a subsidiary of the BayCare Health System.

BayCare has been providing Employee Assistance Program (EAP), Student Assistance Program (SAP) and other behavioral health management services to employers, colleges, faith communities, and government entities and students in Florida since 1992 .

For the purpose of this proposal, BayCare Life Management will be referred to as BayCare from this point forward for ease of document review.

Overview of the Firm, continued

Organization Structure, continued



Key Personnel

- **Lisa Moser, PsyD:** Director, oversees all aspects of the department and provides clinical direction for complex, and high acuity cases.
- **Jacqui Turner, MA:** Manager, responsible for administrative operations, including contracting, provider network, communications, and billing
- **Tracy Stanko:** Assistance Programs Liaison, serves as the primary administrative point of contact for EAP contracted organizations
- **Eric Bell, LCSW:** Lead EAP Counselor, serves as the clinical lead for fitness for duty, mandatory referrals, SAP assessments, crisis response, and any higher-level clinical needs
- **Ali Metheney, LCSW:** Lead EAP Counselor, serves as the clinical lead for EAP Counselors staffing the 24/7 EAP helpline, crisis response, and any higher-level clinical needs

Resumes for key personnel are included in the **Appendix**..

Overview of the Firm, continued

Service Provider Team

As noted in the Organizational Chart on page 4, the Assistance Programs team has a tight reporting structure that allows us to work closely together to serve our clients' needs. The department reports to the Vice President of the BayCare Behavioral Health Institute, ensuring the program's commitment to clinical excellence and access to the full array of resources of the BayCare Health System. The team also has direct access to the Behavioral Health Chief Medical Officer and other leadership across the healthcare system, which aids in identifying appropriate resources for Assistance Programs clients in need of services beyond the scope of EAP.

We pride ourselves on accessibility and support. Senior leadership of our EAP partner organizations have the cell phone numbers of our EAP leadership as we want to ensure they are comfortable contacting us whenever they or an employee is facing a particularly challenging situation. Face-to-face meetings and trainings are available at any time to review utilization, strategize new behavioral health collaborations to support City employees, deliver workshops and trainings, and respond to critical incidents.

Unlike many national EAPs, we typically deploy our own team of clinicians based in our EAP offices to provide workshops and trainings and critical incident response services. One of our Lead EAP Counselors lives in Polk County and can be onsite with short notice for such needs.

Assistance Programs Director Lisa Moser, PsyD, is a licensed clinical psychologist specializing in trauma. In addition to leading the Assistance Programs department, Dr. Moser also directs the clinical services operations of the Winter Haven Hospital Center for Behavioral Health (outpatient services) and Center for Psychiatry (inpatient services) so she is in Winter Haven regularly and is connected with many local resources to assist our EAP partner organizations.

BayCare EAP has a dedicated Assistance Programs Liaison that serves as our contracted organizations' dedicated account manager. This person is the City's first line of contact for administrative needs. The Liaison is a seasoned communications professional whose services include but are not limited to: clarifying information and problem resolution, providing utilization reports, scheduling workshops and trainings, delivering print and electronic marketing materials, representing BayCare at employee wellness and benefits fairs, delivering trainings that are not of a clinical nature. The liaison reports directly to the EAP Manager, and they meet daily to discuss the needs of contracted EAP partner organizations. City leadership can contact the liaison directly during regular business hours via email, office phone, or cell phone. If she is not available, the EAP Manager can be reached 24/7 for assistance.

All EAP Counselors staffing the 24/7/365 helpline are master's level licensed and pre-licensed mental health clinicians. The department is staffed in a manner that ensures all calls and emails are directly handled by a master's-level clinician from the first point of contact, and BayCare does not employ bachelor's-level EAP intake agents to triage callers to a separate team of clinicians for higher acuity calls. Also, BayCare does not outsource after-hours on-call services to a third party. The same team of EAP Counselors who assists members during regular business hours also directly answers after-hours calls.

The Assistance Programs administrative office is located in Clearwater, Florida, and houses the EAP leadership team who are directly responsible for the day-to-day operations of contracted services as outlined in this proposal. The BayCare Assistance Programs also has an extensive network of nearly 400 licensed clinicians across the West Central Florida region and the state of Florida.

Overview of the Firm, continued

Licenses and Credentials

BayCare programs comply with all Department of Children and Families, local, state, and federal requirements for behavioral health care service delivery. We adhere to current industry standards and requirements, including CARF, AHCA, HIPAA guidelines/procedures.

BayCare is accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF), a leading national accreditation body providing certification of health and rehabilitation facilities and services. BayCare was the first free-standing EAP provider in Florida to receive this prestigious recognition, and was re-accredited in 2024. Today, BayCare is the only EAP in the southeast to hold CARF accreditation.

All BayCare networked providers are, at minimum, credentialed master's level Licensed Mental Health Counselors (LMHC), Licensed Clinical Social Workers (LMSW), Licensed Marriage and Family Therapists (LMFT) or Psychologists (PsyD or PhD).

License and accreditation documents are in the **Appendix** section of this proposal.

Conflicts of Interest

BayCare does not have any known and/or potential conflicts of interest that could have a negative impact on its ability to serve the City of Winter Haven.

Expectations of the City of Winter Haven

BayCare has enjoyed a strong and positive working relationship with the City's leadership over the past five years as the City's EAP benefit provider. Key to the success of this partnership is regular communication between the BayCare Assistance Programs team and the City's leadership, particularly those in Human Resources, Benefits and Wellness.

As noted on page 4, a key member of the BayCare team is the Assistance Programs Liaison who serves as the first line of contact for administrative needs. The Liaison is a seasoned communications professional whose services include but are not limited to: providing utilization reports, scheduling workshops and trainings, delivering print and electronic marketing materials, representing BayCare at employee wellness and benefits fairs and delivering trainings that are not of a clinical nature. As a hands-on EAP provider, BayCare does ask that the City identify a point of contact in HR, Benefits, or Wellness to disseminate EAP information to City employees and coordinate on-site services with the Liaison.

Expertise and Experience

EAP Administrative Experience

The BayCare EAP model is based on nationally accepted standards for short-term, solution-focused counseling to help better manage challenges which may otherwise have a negative impact on employees' abilities to realize their fullest potential. Common challenges that bring employees to the EAP include, but are not limited to:

- stress and anxiety
- depression
- relationships
- substance use and abuse
- grief and loss
- legal and financial
- housing and food insecurity
- family relationships
- work/life balance
- workplace conflict
- harassment
- burnout
- anger management
- trauma
- workplace violence

Of the concerns listed above, BayCare has noticed increased acuity in EAP cases, particularly related to trauma, family conflicts, financial challenges, workplace violence, burnout, and workplace conflict. These challenges have been noted not only within BayCare but also the external organizations served. In response to these changes, BayCare EAP leadership is delivering trainings and education programming for EAP partner organizations to help leadership better identify challenges and offer appropriate supportive interventions.

At the request of the City of Winter Haven Human Resources Director Shawn Dykes, the BayCare Assistance Programs Director Dr. Lisa Moser recently delivered a training on Empathetic Leadership with all City of Winter Haven leaders to help equip them with the tools they need to support their direct reports and colleagues who may be facing personal challenges. BayCare also participates in all City wellness and benefits events and has delivered trainings and information sessions for individual departments at the request of department leadership.

EAP utilization among City of Winter Haven employees and dependents has increased over the past couple years as noted below. While the number of cases opened in the most recent contract year is lower, the number of sessions members are engaged in has markedly increased which is a reflection in the increased need for more direct support for individuals served.

City of Winter Haven EAP Utilization Summary (benefit year is Oct. 1 — Sept. 30)

- 2020-2021: 26 cases opened, 42 sessions delivered
- 2021-2022: 23 cases opened, 39 sessions delivered
- 2022-2023: 25 cases opened, 35 sessions delivered
- 2023-2024: 35 cases opened, 84 sessions delivered
- 2024-2025: 24 cases opened, 54 sessions delivered

Mandatory EAP referrals have also increased across the BayCare book of business. The EAP team has two EAP Counselors who are specifically assigned to manage these and other higher acuity case, and the department's director is regularly consulted on such cases.

Expertise and Experience

Agencies Served

The BayCare Assistance Programs books of business is deliberately smaller than many other EAPs, which allows us to be more hands-on with our contracted clients. As a non-profit, community-based healthcare system, we focus on EAP contracts to serve non-profit and public sector organizations. Currently, 41 organizations contract with BayCare for Assistance Programs services, and only six of the 41 contracted organizations are for-profit companies.

Public Sector Governmental Entities Served

BayCare provides Employee Assistance Program (EAP) and Student Assistance Program (SAP) services to the following public sector governmental entities:

EAP

- City of Belleair Bluffs
- City of Tampa
- City of Winter Haven
- Florida Polytechnic University
- Hernando County School Board
- Pasco County Board of County Commissioners
- Pasco County Sheriff's Office
- Pasco-Hernando State College
- Pinellas County Housing Authority
- Pinellas County Sheriff's Office

SAP

- Chipola College
- College of Central Florida
- Florida Polytechnic University
- Hillsborough Community College
- Pasco-Hernando State College
- Polk State College
- South Florida State College
- Valencia College

Expertise and Experience, continued

Administrative and Recordkeeping Experience

BayCare EAP and the clinicians in the provider network maintain member records in secure systems that comply with BayCare security policies, state laws, and licensing agencies. BayCare's records security policies protect business, client, and patient information from theft, abuse, misuse and any form of damage.

The BayCare EAP department contracts with Harting EAP for records management software. Harting EAP is an industry leader in EAP software solutions and has been a contracted software provider for BayCare EAP for more than 15 years. All client and organization records are in the departments secure electronic records management system. All correspondence and contact with members, City staff, and providers is documented in this system, including complaints and issue resolution activities. The Harting EAP software data is on a BayCare server which complies with the standard security measures of all other electronic records of the healthcare system.

BayCare Policy ##PP2100 addresses privacy practices safeguarding Protected Health Information (PHI), including administrative, physical, and technical safeguards. As noted in the policy, BayCare team members and vendors who do not use reasonable and appropriate safeguards will be subject to sanctions, which may include termination of employment or contract. All team members must complete HIPAA trainings and other job-based security and mandatory compliance trainings on a regular basis.

The BayCare Assistance Programs department utilizes the BayCare Contact Center Optimization Team technology which serves all BayCare customer phone systems across the healthcare system. BayCare's EAP helpline answer rate is 20 seconds, which means 80% or more of the time a caller is connected to a BayCare professional within 20 seconds of completing the call prompts (English or Spanish). All calls are assessed for risk and safety. The Assistance Programs department answer rate is typically 97-99%.

Calls are recorded and can be accessed by BayCare EAP leadership for training and problem resolution purposes. The Lead EAP Counselors conduct monthly call audits for each EAP Counselor. All client and organization records are in the departments secure electronic records management system. All correspondence and contact with members, City staff, and providers is documented in this system, including complaints and issue resolution activities.

In the rare occasion a member is dissatisfied with services, EAP leadership will directly intervene to assess the nature of the concern and offer a resolution that meets the member's needs in the most clinically-appropriate manner possible. Direct and regular communication between the City's HR and Wellness team and the BayCare EAP assists all parties with minimizing dissatisfaction and quickly resolving any issues that may arise.

Service Rates and Charges

BayCare proposes to deliver comprehensive Employee Assistance Program services to the City of Winter Haven. Services outlined below are extended to all employees, retirees, and dependents of the City of Winter Haven as specified on page 1 of RFP-25-43.

The proposed annual contract fee is **$3.07 per employee, per month** based on 650 employees as reported in RFP-25-43. Rates for future plan years are noted below, and the total annual rate will be calculated based on the updated employee count reported to BayCare by the City no later than 30 days of the beginning of the new plan year.

- Year 1: $3.07 per employee, per month ($3.07 X 650 employees X 12 months = $23,946 annually)
- Years 2 & 3: $3.13 per employee, per month
- Years 4 & 5: $3.19 per employee, per month

The following services are included in the annual contracted rate stated above:

- 24 / 7 / 365 telephonic support and crisis intervention for all employees, retirees, and dependents
- Six (6) free and confidential face-to-face, phone, or virtual counseling session per employee, retiree, or dependent per contract year. Additional sessions may be available at a discounted rate.
- Ten (10) hours of education and training, delivered either in person or virtually to address topics relevant to employees and/or leadership:
    - Employee workshops and trainings to review EAP benefits and other behavioral health topics, delivered in person or virtually.
    - Supervisor/manager trainings to review EAP benefits and referral process to address job performance and/or alcohol/drug issues. Topics available may include but are not limited to drug-free workplace, sensitivity, violence and harassment in the workplace.
- Participation in employee open enrollment and/or wellness fairs (up to 10 hours per contract year).
- Onsite Crisis Response Services / Critical Incident Stress Management support and debriefing services (up to 6hours per contract year). **BayCare therapy dog Millie is available to join the EAP Counselor providing services with the approval of the department requesting services.**
- One free 30 minute face-to-face or telephonic legal consultation. For services beyond the initial 30 minutes, employees receive a preferred discount rate of 25% off normal hourly fees.
- Two free 30 minute face-to-face or telephonic financial consultations. For services beyond the initial 30 minutes, employees receive a preferred discount rate of 25% off normal hourly fees.
- Monthly webinar open to all employees and dependents (second Wednesday of the month at noon)
- Access to online resource center with articles, videos, and assessments for behavioral health, physical health, financial and legal resources, and general life management resources.
- Life Concierge and Transitions coaching services to assist employees with locating services such as child care, elder care, support groups, housing and food.

Service Rates and Charges, continued

Services included in the annual contracted rate (continued from page 10):

- Support and access to services in ADA-compliant platforms and multilingual services as needed
- Quarterly leadership meetings to review EAP utilization and timely areas of concern.
- Meetings and/or telephone consultations to assist leadership with general EAP referral coaching, EAP communication strategy, and development of formal policies and procedures regarding workplace violence, drug-free workplace, critical incidents, and crisis situations.
- Marketing and promotional materials: posters, business cards, pamphlets, newsletters
- Monthly utilization reports (sample reports included in Appendix section). Additional reports for specific date ranges are available upon request.
- Appointment of a Contract Manager serving as a liaison between the City and BayCare

Additional Costs

The following services are available on a fee-for-service basis:

Additional employee workshops or supervisor/manager trainings:
- $250 per one-hour, in-person session or $100 per one-hour virtual session

Additional on-site Critical Incident Response / Psychological First Aid services:
- $250 per hour, per clinician

Additional participation in employee open enrollment and/or wellness fairs
- $100 per hour

Substance Abuse Professional (SAP) Assessment:
- $500 per case

Fitness for Duty Assessment
- $2,300 Psychological Evaluation
- $2,800 Neuropsychological Evaluation

Availability

EAP Contract Start Date and Hours of Operation

As BayCare is the current EAP provider for the City, we are positioned to have a seamless transition to a new contract effective January 1, 2026.

As a local EAP provider, BayCare can typically deploy clinicians from the BayCare EAP team within two to four hours of initial contact. Onsite crisis and grief support services are very rarely outsourced to EAP network providers. Leadership at BayCare EAP partner organizations are given the personal cell numbers of the EAP leadership team to contact at any time for guidance with crisis situations or consultation for complex employee needs.

The BayCare Assistance Programs helpline (800-878-5470) is answered 24/7/365 by a master's-level EAP Counselor. When members call outside of normal business hours (7:30 am—6:00 pm) seeking routine EAP services and are not facing a mental health crisis or other high-acuity needs, they are advised to contact BayCare during regular business hours or are offered the option for BayCare to contact them the next business day. All calls are assessed for risk and safety, and BayCare EAP does not outsource after-hours on on-call phone coverage to third-party vendors. Accommodations for the hearing impaired or members who speak a language other than English are also available.

Leadership at BayCare EAP partner organizations are given the personal cell numbers of the EAP leadership team to contact at any time for guidance with crisis situations or consultation for complex employee needs.

Service Wait and Responsiveness Timeliness

Providers in the BayCare EAP network maintain various office hours and are adept at serving members with non-traditional work schedules, such as first responders and healthcare workers. The BayCare Assistance Program team regularly offers assistance scheduling appointments for members to help remove barriers to care. We also offer immediate phone and virtual support to EAP clients who are not a threat to harming themselves or others but are expressing a heightened level of emotional distress when calling EAP. These "bridge sessions" are conducted on demand by one of our EAP Counselors and are not counted as one of the six free EAP sessions available per contract deliverables.

Schedule Concerns or Potential Conflicts

While the EAP provider network is broad and diverse, we do not refer EAP clients to the Winter Haven Hospital Center for Behavioral Health outpatient clinic as we have found that our EAP clients prefer to utilize services separate from community-based programs.

Availability, continued

Services Provided, continued

Initial EAP Contact

For non-crisis calls, the member will then be given the contact information for local clinicians within the BayCare EAP provider network for face-to-face, phone, or virtual counseling sessions based on the member's preferences. Appointments will be provided within the following timeframes depending on the member's needs:

> **Emergent**: Person is experiencing acute symptoms and may be at-risk to self or others. A telephone assessment can be made to determine risk and a face-to-face appointment will be made available within one business day of the initial contact.
>
> **Urgent**: Person is experiencing moderate symptoms, which are causing disruption in his or her life. A face-to-face appointment will be made available within three business day of first contact.
>
> **Routine**: Person requests to speak to a counselor about a problem or issue affecting his or her mental health. A face-to-face appointment will be made available within five business days of first contact. This time frame is sooner than the current national standard.

Assistance with appointment scheduling varies per case based upon the member's needs. Some members prefer a list of providers in their area for them to call and book an appointment based upon their schedule. Other members require assistance with appointment scheduling based upon the severity of the issue they are experiencing. Our EAP Counselors will then call and schedule an initial appointment for the member with a provider they determine is clinically a good fit for their needs. The agent then calls the member back to notify them of the time and date of the appointment and authorizes the EAP sessions.

Follow up calls or emails are made one week following their initial call (for routine calls) to ensure they were able to connect with a provider. For urgent calls, EAP Counselors assist in the scheduling process and follow up within one business day.

All EAP Counselors who answer the toll-free number and respond to participant emails are well versed in assisting participants select or change providers. We do not require participants to go through any extra steps or processes as doing so would be a barrier to care. If a member wishes to change providers, the EAP Counselors discuss the member's specific concerns so we can find the best fit for that member. The BayCare EAP team knows our providers very well and consult with one another to help members match with providers that best meet their needs. EAP leadership is also available to consult with City HR and leadership regarding mandatory referrals and fitness for duty assessments and provide case management services for those needs.

Referrals for Further Care

When a member's needs extend beyond the scope of EAP services, the BayCare team is able to help facilitate continuity of care either with providers in the member's insurance network or local options for uninsured members. As the region's largest, nonprofit, community-based mental healthcare provider, BayCare is uniquely positioned to provide this care coordination. And as a local provider, BayCare has strong relationships with many local and regional facilities outside of the BayCare network. These providers are not simply names in a database, they are BayCare's community partners and colleagues.

Availability, continued

Services Provided, continued

Provider Network

The BayCare EAP network of providers is comprised of more than 400 licensed clinicians across Florida, the majority located in the Tampa Bay region. Providers in the network represent a broad range of clinical expertise, approaches to care, and populations served. BayCare has a dedicated Provider Relations and Credentialing Specialist on the EAP team. This position reports to the EAP Manager of Community Relations and Marketing and works closely with the BayCare Central Verification Office for credentialing and provider records management purposes. Licensed clinicians complete an extensive application, background check, and phone interview to ensure the provider has a thorough understanding of BayCare's processes and expectations.

Providers in the BayCare EAP network offer different treatment modalities, including but not limited to Cognitive Behavioral Therapy (CBT), Acceptance and Commitment Therapy (ACT), Dialectic Behavior Therapy (DBT), Eye Movement Desensitization and Reprocessing (EMDR)). Providers also specialize in serving diverse populations, including first responders, LGBTQIA+, and members of various faiths, ethnicities, and age groups. Pasco County Sheriff's Office peer support leadership have personally vetted several BayCare EAP providers and deemed them culturally competent to serve first responders.

Providers rarely elect to leave our provider network, and when they do it's typically because they are leaving private practice, moving out of state, or retiring. Our providers regularly report they prefer working in the BayCare EAP network as our administrative processes are more streamlined for providers and we provide excellent customer service for providers and members alike. It's not uncommon for providers to stay in our network for 20 more years, and they often refer other clinicians to us for credentialing.

Crisis Support

During the initial telephonic assessment, the EAP Counselor will assess for risk and gather demographic information, including the member's presenting issue. All calls are assessed for risk and safety. If a member calls and expresses an intent to harm themselves and/or others, the EAP Counselor will stay on the line with the member while also contacting other members of the EAP team to help facilitate contact with the appropriate local crisis response services for an in-person wellness check.

BayCare also provides response to critical incidents such as employee death, workplace accident, workplace violence, natural disaster, or other incidents that may have a significant emotional impact on employees. Services include group and/or individual counseling for affected employees and follow-up case management to ensure employees continue to have access to necessary services.

As a local EAP provider, BayCare can typically deploy clinicians from the BayCare EAP team within two to four hours of initial contact. Onsite crisis and grief support services are very rarely outsourced to EAP network providers. Leadership at BayCare EAP partner organizations are given the personal cell numbers of the EAP leadership team to contact at any time for guidance with crisis situations or consultation for complex employee needs.

Availability, continued

Services Provided, continued

Trainings and Team Building

BayCare EAP services go beyond telephone support and counseling sessions. Presentations and trainings can help increase utilization by addressing the stigma of accessing mental health services and providing practical tips to better manage common stressors. BayCare EAP leadership develop and deliver each training and customize the content to meet the specific needs of each group.

> ***Leadership Training:*** BayCare will provide supervisory training which consists of a detailed review of the EAP benefit and how to identify and refer troubled employees. Voluntary and mandatory referrals will be discussed. Typically, trainings will also include an introduction to the signs and symptoms of issues commonly found among employees, including not limited to, anxiety, stress, depression, burnout, conflict, communication, and substance use.
>
> ***Team Trainings:*** BayCare offers workshops for employees on a variety of topics and are delivered on-site or virtually at times and locations convenient for the City. A list of suggested topics is included in the **Appendix** section for reference, and topics can be customized for specific concerns and groups.

All BayCare EAP partner organizations are also invited to monthly webinars open to all members and quarterly leadership webinars for employees in HR, wellness, or leadership roles. The 2025 EAP webinar series flyer is included in the **Appendix** section for reference.

BayCare EAP clinical leadership is also available to facilitate more intensive trainings and interventions for unique circumstance. For example, two local municipalities recently contracted with BayCare EAP for group processing and team building sessions for specific departments facing unique and significant group conflicts that were impacting the workplace.

Promotional Materials

BayCare provides all EAP partners with promotional materials, including flyers, brochures, referral cards, and posters to help promote the services among employees. BayCare also sends regular emails to the City's designated points of contact with information to disseminate to employees internally. Those communications include login information for the monthly webinar series and resources related to awareness and observance months (i.e., Mental Health Awareness Month in May, Suicide Prevention Month in September). Sample promotional materials are included in the **Appendix** section for reference.

Utilization Reports

Quarterly utilization reports will be provided to the City, which includes data on the number of employees who contact the EAP, number of sessions provided, presenting issues, demographic information (age, gender, ethnicity, marital status, education, departments, etc.). EAP leadership is always available to meet with City leadership to review utilization data and discuss ideas for increasing employee engagement. Reports can also be provided for specific date ranges as requested by the City at no additional charge. A sample report is included in the **Appendix** section for reference.

Availability, continued

Services Provided, continued

Legal & Financial Resources

Employees receive up to a 30 minute face-to-face or telephonic consultation with a legal, mediation, and/or financial counseling professional at no charge. For services beyond the initial 30 minutes, employees receive a preferred discount rate of 25% off normal hourly fees. Please see legal and financial information in the **Appendix** section for details.

First Responder VIP Inpatient Admission

As a community-based behavioral health care provider, BayCare offers local first responders a confidential inpatient evaluation admission process at a BayCare facility of their choice. This protocol is customized for each police or fire department ensure services are a fit for the department's culture and needs. BayCare EAP leadership meets with the department's leadership and peer support team to develop the customized protocol and schedule a tour of the chosen facility. Please see a sample process workflow in the **Appendix** section for details.

Assistance Programs Therapy Dog

Support comes in many forms, but few are as uniquely comforting as Millie. A 2-year-old beagle rescued from Hurricane Milton and trained through the Paws and Stripes program, Millie is the first-ever therapy dog dedicated to the BayCare Assistance Programs department. More than just a comforting presence, Millie is a valued member of the team. EAP Counselor Jennifer Stitik serves as Millie's owner and handler. Together, they visit BayCare facilities and offices of EAP partner organizations across the region providing compassionate support to team members coping with the aftermath of challenging cases or simply needing a moment of relief from job-related stress.



Availability

Services Provided

Fitness for Duty Assessments and Mandatory Referrals

Fitness for Duty (FFD) assessments are a higher level of intervention provided upon request on a fee-for-service basis. A FFD assessments is a specialized examination that gauges an employee's mental and emotional wellbeing in relation to their job duties. A licensed clinician on the BayCare EAP leadership team provides consultation and case management services for FFD cases, and a licensed psychologist in the BayCare EAP network who specializes in FFD cases conducts the actual assessments.

BayCare EAP leadership will first meet with the City's HR and leadership designees to review details of the case to determine if the employee's behaviors meet the standards for a FFD. If the employee's case is found to be an appropriate fit for an evaluation, the BayCare Lead EAP Counselor will provide case management services to include securing appropriate signed informed consents, scheduling appointments, providing relevant records, communicating with City staff and the employee, and identifying appropriate rehabilitation and support services.

FFD typically include the following assessments but are subject to change based on the psychologist's assessment of the case. Pricing is detailed on page 11.

Psychological Evaluation

- Clinical Interview
- MMPI-II
- MCMI IV or similar standardized test
- Written Report

Neuropsychological Evaluation

- Clinical Interview
- MMPI-II
- Weschler Memory Scale or Wide Range Assessment of Memory and Learning
- Weschler Adult Intelligence Scale IV
- Stroop
- Wisconsin Card Sorting
- Conner Performance Test
- Trials A & B
- Boston Naming Test
- Finer Tapping test or Grooved Pegboard

References

BayCare Health System
1992—present
32,000+ employees
Contact: Nikki Daily
727-519-1302
nicole.daily@baycare.org

Pasco County Board of County Commissioners
2024—present
3,290 employees
Contact: Barbara Hitzemann
727-8478103
bhitzemann@mypasco.net

Feeding Tampa Bay
2017—2024
168 employees
Organization terminated contract due to financial challenges. They expressed a great appreciation for our services and assured ius it was purely a financial decision. There were no documented concerns with service delivery or client satisfaction.

Hillsborough County Aviation Authority (Tampa International Airport)
2017—2021
675 employees
Organization terminated contract to move to an EAP bundled in their medical benefits package. They expressed a great appreciation for our services and assured ius it was purely a financial decision. There were no documented concerns with service delivery or client satisfaction. We continue to deliver trainings and crisis response services to the airport team.

Pasco County Sheriff's Office
2016—present
1,420 employees
Contact: Melissa Hite
727-844-7791
mhite@pascosheriff.org

Pinellas County Sheriff's Office
2017—present
2,388 employees
Contact: Rose Ward
727-582-6212
rward@pcsonet.com

Appendix

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Affidavit of Prime Bidder

Non-Collusion: The Contractor 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 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/consultant 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).

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true:

Lisa Moser, PsyD

Name – printed

Lisa Moser, Psy.D / Oct. 13, 2025

Signature / Date

Director, Assistance Programs & Clinical Services
BayCare Behavioral Health

Title

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of Pinellas

Name of Vendor: Behavioral Health Management Services, Inc, dba BayCare Life Management

Address: 2985 Drew St., MS-1014, Clearwater FL 33759

Phone Number & Email: 800-878-5470 BayCareEAP@baycare.org

Authorized Representative's Name: Lisa Moser, PsyD

Authorized Representative's Title: Director, Assistance Programs & Clinical Services

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Lisa Moser, Psy.D.
Signature of Lisa Moser, PsyD

The foregoing instrument was acknowledged before me this 15 day of October 2025, by Elizabeth Brink as Notary of _____, a _____, on behalf of the said Lisa Moser who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of Florida
Commission no.: HH 472725
My commission expires: 2/6/2028

Notary Public State of Florida
Elizabeth Brink
My Commission HH 472725
Expires 2/6/2028

Affidavit Regarding Foreign Countries of Concern

State of Florida
County of Pinellas

Name of Vendor: Behavioral Health Management Services, Inc, dba BayCare Life Management

Address: 2985 Drew St., MS-1014, Clearwater FL 33759

Phone Number & Email: 800-878-5470 BayCareEAP@baycare.org

Authorized Representative's Name: Lisa Moser, PsyD

Authorized Representative's Title: Director, Assistance Programs & Clinical Services

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Lisa Moser, Psy. D.
Signature of Lisa Moser, PsyD

The foregoing instrument was acknowledged before me this 15 day of October, 2025, by Elizabeth Brink as Notary of _____, a _____, on behalf of the said Lisa Moser who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public State of Florida
Elizabeth Brink
My Commission HH 472725
Expires 2/6/2028

Notary Public, State of Florida
Commission no.: HH 472725
My commission expires: 2/6/2028

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the firm, I certify that the firm identified below does not:

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Firm Name Behavioral Health Management Services, Inc, dba BayCare Life Management

Signature Lisa Moser, Psy. D.

Name and Title Lisa Moser, PsyD -- Director, Assistance Programs & Clinical Services

Date October 13, 2025

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Behavioral Health Management Services, Inc.

2 Business name/disregarded entity name, if different from above.

dba BayCare Life Management

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

2985 Drew Street, MS-1014

6 City, state, and ZIP code

Clearwater, FL 33759

Requester's name and address (optional)

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	9	–	3	2	7	9	5	7	3

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** *Lisa Moser, Psy.D.* **Date** 04/22/2024

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*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

LISA MOSER, PSY.D.

DIRECTOR OF EAP & CLINICAL SERVICES, BAYCARE BEHAVIORAL HEALTH

CONTACT

lisa.moser2@BayCare.org
727-315-6997

EDUCATION & LICENSE

Virginia Consortium Program
(sponsored by The College of William and Mary, Eastern Virginia Medical School, Old Dominion University, and Norfolk State University)
Doctorate, Psychology

Villanova University
MS, Experimental Psychology

Gettysburg College
BA, Psychology

State of Florida
Psychologist
PY5976
exp. 05/31/2026

PROFESSIONAL ASSOCIATIONS

- American Psychological Association of Florida
- Society for Clinical Hypnosis
- Tampa Bay Association for Women Psychotherapists
- Institute for Life Coach Training

BAYCARE EXPERIENCE

Director of Assistance Programs & Clinical Services
2020-present

- Oversees the operation of the Assistance Programs clinical and administrative functions
- Directs the provision of clinical case management and evidence-based clinical programming for inpatient and outpatient behavioral health services
- Manages the clinical aspects of network development, quality and credentialing of EAP provider network
- Develops and delivers clinically-focused trainings and professional development programming for internal and external clients.
- Builds and maintains partnerships with external agencies and providers supporting the continuum of care
- Oversees the clinical services operations of the Winter Haven Hospital Center for Behavioral Health (outpatient services) and Center for Psychiatry (inpatient services)

Consultant and Liaison to BayCare Medical Group
2018-2020

- Performed psychiatric consultations in Emergency Department of St. Joseph's Hospitals (Main, Women's and Children's hospitals)
- Determined appropriateness of Baker Acts, rescinded Baker Acts as appropriate, set up discharge plans, and communicated with administration as needed
- Managed bridge program with community-based substance use programs
- Psychologist at Integrated Stabilization Unit (mental health and substance use/detox)

OTHER EXPERIENCE

Private Practice
Licensed Clinical Psychologist
2000-2019

Windmoor Healthcare
Assistant Administrator
Director of Psychology
Program Director
1996-2000

JACQUI TURNER

MANAGER, BAYCARE BEHAVIORAL HEALTH

CONTACT

jacqueline.turner@baycare.org
727-315-7449

COMMUNITY SERVICE

Rotary Club of Tarpon Springs
Board Member

City of Tarpon Springs
Board of Adjustment, Chair

EDUCATION

University of South Florida
MA, Adult Education

University of Florida
BS, Journalism

BAYCARE EXPERIENCE

Manager, Community Relations & Marketing (2022-present)
Assistance Programs

- Manages the administrative functions of Assistance Programs department: business development, marketing, and finance.
- Manages provider network of 350+ licensed clinicians
- Negotiates service contracts to best meet the needs of Assistance Programs partner organizations
- Develops and delivers on-site and virtual behavioral health and program education sessions.

Account Manager (2020-2022)
Assistance Programs

- Managed administrative functions and relationships to serve Assistance Programs contracted organizations
- Served as a liaison between service providers and insurer

Assistance Programs Liaison (2016-2020)
Assistance Programs

- Served as lead contact for contracted organizations for administrative purposes
- Represented department at health fairs
- Developed and delivered behavioral health and program education sessions

EXPERIENCE

Atlantic Specialty Lines (2014-2016)
Marketing Coordinator

St. Petersburg College (2012-2016)
Writing Tutor & Paraprofessional Librarian

University of South Florida (2004-2011)
Marketing & Communications Coordinator

Saint Leo University (2000-2004)
Assistant Director of Public Relations

ALI METHENEY, LCSW

LEAD EAP COUNSELOR, BAYCARE BEHAVIORAL HEALTH

CONTACT

ali.metheney@baycare.org
727-315-7449

LICENSE & CERTIFCATIONS

State of Florida
Licensed Clinical Social Worker
Qualified Supervisor
SW17556
exp. 03/31/2027
SW17556

Accelerated Resolution
Therapy Provider

EDUCATION

Southeastern University
Master of Social Work

Warner University
Bachelor of Social Work

BAYCARE EXPERIENCE

Lead EAP Counselor
Assistance Programs
2025-present

- Oversees tasks and functions of EAP Counseling staff
- Provide clinical supervision to EAP Counseling staff
- Provides crisis intervention as needed to EAP recipients
- Onsite availability in Polk County for critical incidents
- Develops and delivers on-site and virtual behavioral health and program education sessions.

School Based Therapist
BayCare Behavioral Health, Serving Winter Haven Schools
2021-2025

- Provide individual and group therapy to children onsite in the Polk County school system

Inpatient Psychiatric Social Worker
Winter Haven Hospital Center for Psychiatry
2022-2024

- Admission and discharge planning for adults placed under a Baker Act

Outpatient Therapist
Winter Haven Center for Behavioral Health
2018-2021

- Provide individual and group therapy to children, adolescents, and adults

ERIC BELL, LCSW

LEAD EAP COUNSELOR, BAYCARE BEHAVIORAL HEALTH

CONTACT

eric.bell@baycare.org
727-519-1514

LICENSE

State of Florida
Licensed Clinical Social Worker
SW14543
exp. 03/31/2025

EDUCATION

Florida State University
Master of Social Work

Florida State University
Bachelor of Social Work

BAYCARE EXPERIENCE

EAP Counselor
Assistance Programs
2022-present

- Serves as the lead clinician for complex and high acuity cases, including telephonic assessment for escalating calls to mobile crisis response team or law enforcement.
- Provides case management and leadership consultation services for mandatory EAP referrals and fitness for duty assessments.
- Delivers on-site and virtual crisis response support services

Utilization Management Specialist
Assistance Programs, Managed Care
2019-2022

- Reviewed clinical documentation and granted authorization for higher levels of behavioral health services (inpatient, residential, detox)
- Served as a liaison between service providers and insurer

Behavioral Health Therapist
St. Anthony's Hospital
2014-2019

- Provided hospital discharge planning services and care coordination for 25-bed inpatient behavioral health unit
- Provided individual and group counseling services

TRACY STANKO

ASSISTANCE PROGRAMS LIAISON, BAYCARE BEHAVIORAL HEALTH

CONTACT

Tracy.Stanko@BayCare.org
727-315-6713

SKILLS

- Customer Relations Specialist
- Dynamic Presenter
- Project Manager
- Support Group Facilitator
- Highly Organized and Creative

EDUCATION

Nova Southeastern University
Bachelor of Science, Business & Professional Management

National Council for Mental Wellbeing
Mental Health First Aider

COMMUNITY INVOLVEMENT

Jersey College of Nursing
Advisory Board Member

Operation Toy Soldier Toy Drive
Community Volunteer Coordinator

BAYCARE EXPERIENCE

BayCare Behavioral Health
Assistance Programs Liaison
2023-present

- Cultivates and maintains strong relationships with contracted businesses, universities and local government entities to ensure smooth operation of the various assistance programs.
- Schedules and conducts trainings and workshops to educate employees at EAP contracted organizations on various mental health and self-help related topics.
- Assists organizations with marketing EAP by coordinating marketing materials, education sessions and quarterly utilization report reviews.

OTHER EXPERIENCE

Veterans Funeral Care
Director of Marketing & Corporate Administration
2020-2023

- Responsible for promotion and educational outreach of funeral services and final arrangements to the military community.
- Developed and executed company special events, trade show presentations and print media.
- Coordinated and maintained all business and staff certifications and licensure.

Empath Health/Suncoast Hospice
Community Outreach Liaison
2008-2020

- Cultivated relationships with senior living communities, nursing homes, hospitals and the community to generate hospice referrals.
- Educated and assisted families in planning for future health care decisions.
- Presented nationally on hospice care, end of life and end of life planning.

FILE NOW: FILING FEE IS $61.25

NONPROFIT CORPORATION ANNUAL REPORT
1996

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State
DIVISION OF CORPORATIONS

DOCUMENT # N94000004553 (3)

1. Corporation Name
BEHAVIORAL HEALTH MANAGEMENT SERVICES, INC.

Principal Place of Business	Mailing Address
323 JEFFORDS ST. CLEARWATER FL 34616	323 JEFFORDS ST. CLEARWATER FL 34616

3. Date Incorporated or Qualified: 09/14/1994
3a. Date of Last Report: 11/14/1995

2. Principal Place of Business — 21
2a. Mailing Address — 26
Suite, Apt. #, etc. — 22 / 27
City & State — 23 / 28
Zip — 24 / Country — 25 / Zip — 29 / Country — 30

4. FEI Number: APPLIED FOR 59-3279573 ☐ Applied For ☐ Not Applicable
5. Certificate of Status Desired ☐ **$8.75** Additional Fee Required
6. Election Campaign Financing Trust Fund Contribution ☐ **$5.00** May Be Added to Fees
8. This corporation has liability for intangible tax under s. 199.032, Florida Statutes ☐ Yes ☐ No

9. Name and Address of Current Registered Agent

MARQUARDT, EMIL C JR.
400 CLEVELAND ST.
SUITE 800
CLEARWATER FL 34615

10. Name and Address of New Registered Agent

81 Name
82 Street Address (P.O. Box Number is Not Acceptable)
83
84 City **FL** 85 Zip Code

11. Pursuant to the provisions of Sections 617.0502 and 617.1508, Florida Statutes, the above-named corporation submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. Such change was authorized by the corporation's board of directors. I hereby accept the appointment as registered agent. I am familiar with, and accept the obligations of, Section 617.0503, Florida Statutes.

SIGNATURE _____ DATE
Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)

12. OFFICERS AND DIRECTORS		13. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 12	
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	PD WATKINS, GLENN D 2240 BELLEAIR ROAD, STE. 215 CLEARWATER FL 34616 ☐ DELETE	1.1 TITLE / 1.2 NAME / 1.3 STREET ADDRESS / 1.4 CITY-ST-ZIP	☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	VPD GOODRICH, JERRY D 323 JEFFORDS STREET CLEARWATER FL 34616 ☐ DELETE	2.1 TITLE / 2.2 NAME / 2.3 STREET ADDRESS / 2.4 CITY-ST-ZIP	☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	T BEAUCHAMP, PHILIP K 601MAIN STREET DUNEDIN FL 34698 ☐ DELETE	3.1 TITLE / 3.2 NAME / 3.3 STREET ADDRESS / 3.4 CITY-ST-ZIP	☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	SD MURPHY, FRANK V III 601 MAIN STREET DUNEDIN FL 34698 ☐ DELETE	4.1 TITLE / 4.2 NAME / 4.3 STREET ADDRESS / 4.4 CITY-ST-ZIP	☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	☐ DELETE	5.1 TITLE / 5.2 NAME / 5.3 STREET ADDRESS / 5.4 CITY-ST-ZIP	☐ Change ☐ Addition
TITLE / NAME / STREET ADDRESS / CITY-ST-ZIP	☐ DELETE	6.1 TITLE / 6.2 NAME / 6.3 STREET ADDRESS / 6.4 CITY-ST-ZIP	☐ Change ☐ Addition

CR2E037 (12/95)

14. I do hereby certify that the information supplied with this filing is voluntarily furnished and does not qualify for the exemption stated in Section 119.07(3)(i), Florida Statutes. I further certify that the information indicated on this annual report or supplemental annual report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears in Block 12 or Block 13 if changed, or on an attachment with an address.

SIGNATURE: Jerry D. Goodrich / JERRY D. GOODRICH 1/29/96 (813)462-7345
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR — Date — Daytime Phone #

2025 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Apr 07, 2025
Secretary of State
5529426786CC

DOCUMENT# N94000004553

Entity Name: BEHAVIORAL HEALTH MANAGEMENT SERVICES, INC.

Current Principal Place of Business:

323 JEFFORDS STREET
CLEARWATER, FL 33756

Current Mailing Address:

2985 DREW STREET
CLEARWATER, FL 33759 US

FEI Number: 59-3279573

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BAYCARE HEALTH SYSTEM, INC.
ATTENTION: LEGAL SERVICES DEPARTMENT
2985 DREW STREET
CLEARWATER, FL 33759 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JENNIFER L TOUSE 04/07/2025

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	TREASURER	Title	VP, SECRETARY
Name	BEAMON, RON	Name	RYDER, GAIL
Address	300 PINELLAS STREET	Address	2985 DREW STREET
City-State-Zip:	CLEARWATER FL 33756	City-State-Zip:	CLEARWATER FL 33759

Title	PRESIDENT
Name	GALDIERI, LOU
Address	2985 DREW STREET
City-State-Zip:	CLEARWATER FL 33759

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: LOU GALDIERI PRESIDENT 04/07/2025

Electronic Signature of Signing Officer/Director Detail — Date

State of Florida

Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on October 8, 2008, effective October 15, 2008, for BEHAVIORAL HEALTH MANAGEMENT SERVICES, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000004553.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fourth day of October, 2008

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)

carf INTERNATIONAL

A Three-Year Accreditation is issued to

BayCare Behavioral Health Systems Office

for the following program(s)/service(s):

Employee Assistance: Integrated: SUD/Mental Health (Adults)
Employee Assistance: Integrated: SUD/Mental Health (Children and Adolescents)

This accreditation is valid through
October 31, 2027

First accredited in 1994

The accreditation seals in place below signify that the organization has met annual conformance requirements for quality standards that enhance the lives of persons served.







This accreditation certificate is granted by authority of:

Donald J. Dew
Chair
CARF International Board of Directors

Brian J. Boon, Ph.D.
President/CEO
CARF International

Department of Health

LISA MARI MOSER

License Number: PY5976

Data As Of 12/9/2024

Profession	Psychologist
License	PY5976
License Status	CLEAR/Active
License Expiration Date	5/31/2026
License Original Issue Date	05/21/1999
Address of Record	2985 Drew Street MS #1014 CLEARWATER, FL 33759
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

Department of Health

ALI MARIE METHENEY

License Number: SW17556

Data As Of 10/14/2025

Profession	Licensed Clinical Social Worker
License	SW17556
License Status	Clear/Active
Qualifications	Qualified Supervisor CSW
License Expiration Date	3/31/2027
License Original Issue Date	09/04/2020
Address of Record	1501 1ST STREET SOUTH WINTER HAVEN, FL 33880
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

Department of Health

ERIC ANDREW BELL

License Number: SW14543

Data As Of 12/9/2024

Profession	Licensed Clinical Social Worker
License	SW14543
License Status	CLEAR/Active
License Expiration Date	3/31/2025
License Original Issue Date	05/31/2017
Address of Record	2995 Drew Street MS 1014 CLEARWATER, FL 33759
Discipline on File	No
Public Complaint	No

Secondary Locations

No secondary locations found.

Discipline/Admin Action

Emergency Actions

No Emergency Actions Found

Discipline Cases

No Discipline Found

Public Complaints

No Public Complaint Found

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Employees Covered:

1,000

	PD	YTD
EAP In Person	27	27
Telehealth	2	2
Coaching	1	1
Work/Life	0	0
Fitness for Duty	0	0

UTILIZATION RATE

New Open Cases / Number Of Employees

Actual		Annualized			
Period	3.00 %	This Year	3.00 %	Prior Year	3.00 %
YTD	3.00 %	Last Year	1.60 %	Average	2.53 %

This data represents a 1.4% increase from last year.

IMPACT RATE

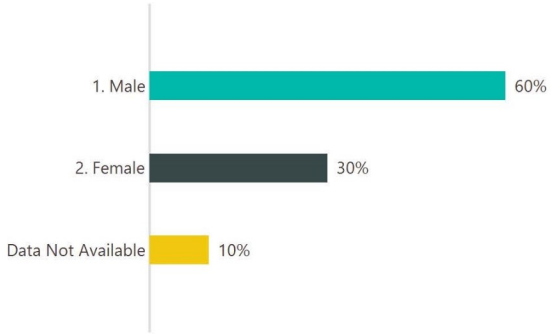
Total number Impacted / Number Of Employees

Actual		Annualized			
Period	21.10 %	This Year	21.10 %	Prior Year	31.00 %
YTD	21.10 %	Last Year	15.00 %	Average	22.37 %

This data represents a 6.1% increase from last year.

Gender

	PERIOD		YTD	
	#	%	#	%
1. Male	18	60%	18	60%
2. Female	9	30%	9	30%
3. Other	0	0%	0	0%
Data Not Available	3	10%	3	10%



Cases Opened

	PERIOD		YTD	
	#	%	#	%
Employee Only	27	90%	27	90%
Employee & Family Member	3	10%	3	10%
Family Member Only	0	0%	0	0%
Other	0	0%	0	0%
Data Not Available	0	0%	0	0%



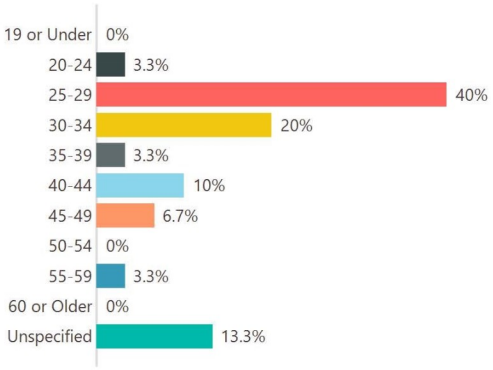
Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

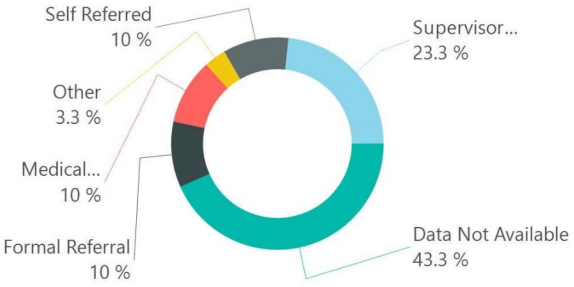
Age

	PERIOD		YTD	
	#	%	#	%
19 or Under	0	0%	0	0%
20-24	1	3.3%	1	3.3%
25-29	12	40%	12	40%
30-34	6	20%	6	20%
35-39	1	3.3%	1	3.3%
40-44	3	10%	3	10%
45-49	2	6.7%	2	6.7%
50-54	0	0%	0	0%
55-59	1	3.3%	1	3.3%
60 or Older	0	0%	0	0%
Unspecified	4	13.3%	4	13.3%



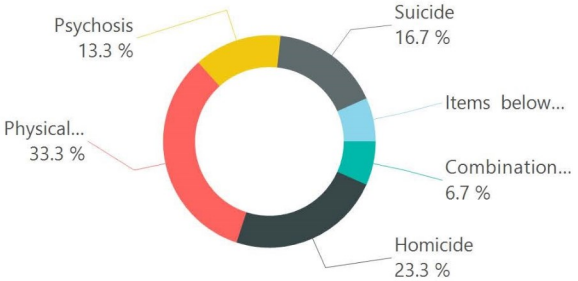
Referral Source

	PERIOD		YTD	
	#	%	#	%
Formal Referral	3	10%	3	10%
Supervisor Recommendation	7	23.3%	7	23.3%
Medical Dept. or Employee Health	3	10%	3	10%
Self Referred	3	10%	3	10%
Other	1	3.3%	1	3.3%
Data Not Available	13	43.3%	13	43.3%



Urgency

	PERIOD		YTD	
	#	%	#	%
Physical Abuse	10	33.3%	10	33.3%
Homicide	7	23.3%	7	23.3%
Suicide	5	16.7%	5	16.7%
Psychosis	4	13.3%	4	13.3%
Combination of Above	2	6.7%	2	6.7%
Sexual Abuse	1	3.3%	1	3.3%
None of Above	1	3.3%	1	3.3%
Data Not Available	0	0%	0	0%

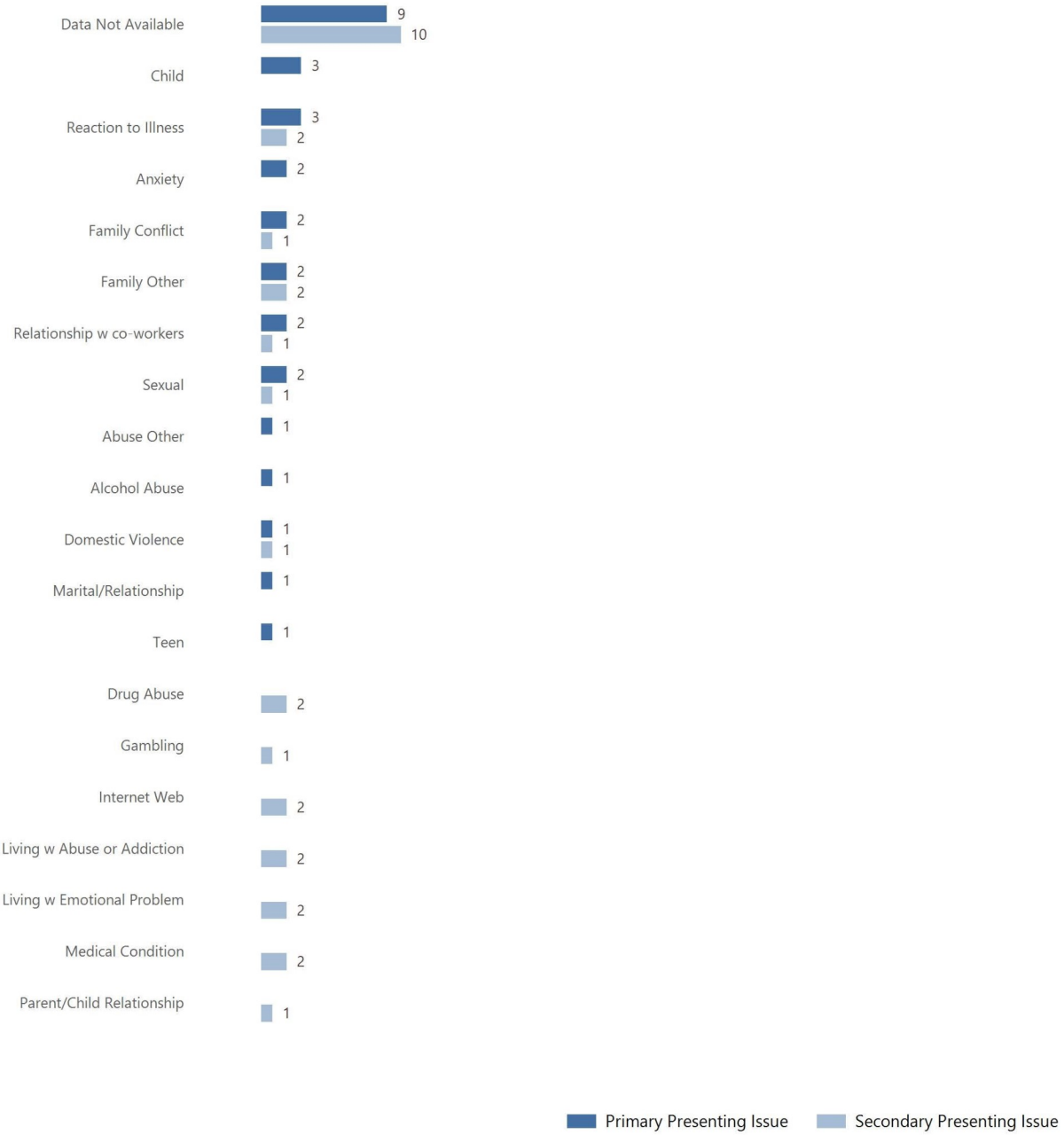


Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Presenting Issue



Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Primary Presenting Issue	PERIOD #	PERIOD %	YTD #	YTD %
Abuse / Addiction of Client				
Abuse Other	1	3.3%	1	3.3%
Alcohol Abuse	1	3.3%	1	3.3%
Sexual	2	6.7%	2	6.7%
Emotional Issues				
Anxiety	2	6.7%	2	6.7%
Family				
Child	3	10%	3	10%
Domestic Violence	1	3.3%	1	3.3%
Family Conflict	2	6.7%	2	6.7%
Family Other	2	6.7%	2	6.7%
Reaction to Illness	3	10%	3	10%
Teen	1	3.3%	1	3.3%
Marital / Relationship				
Marital/Relationship	1	3.3%	1	3.3%
Other				
Data Not Available	9	30%	9	30%
Work Related				
Relationship w co-workers	2	6.7%	2	6.7%

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

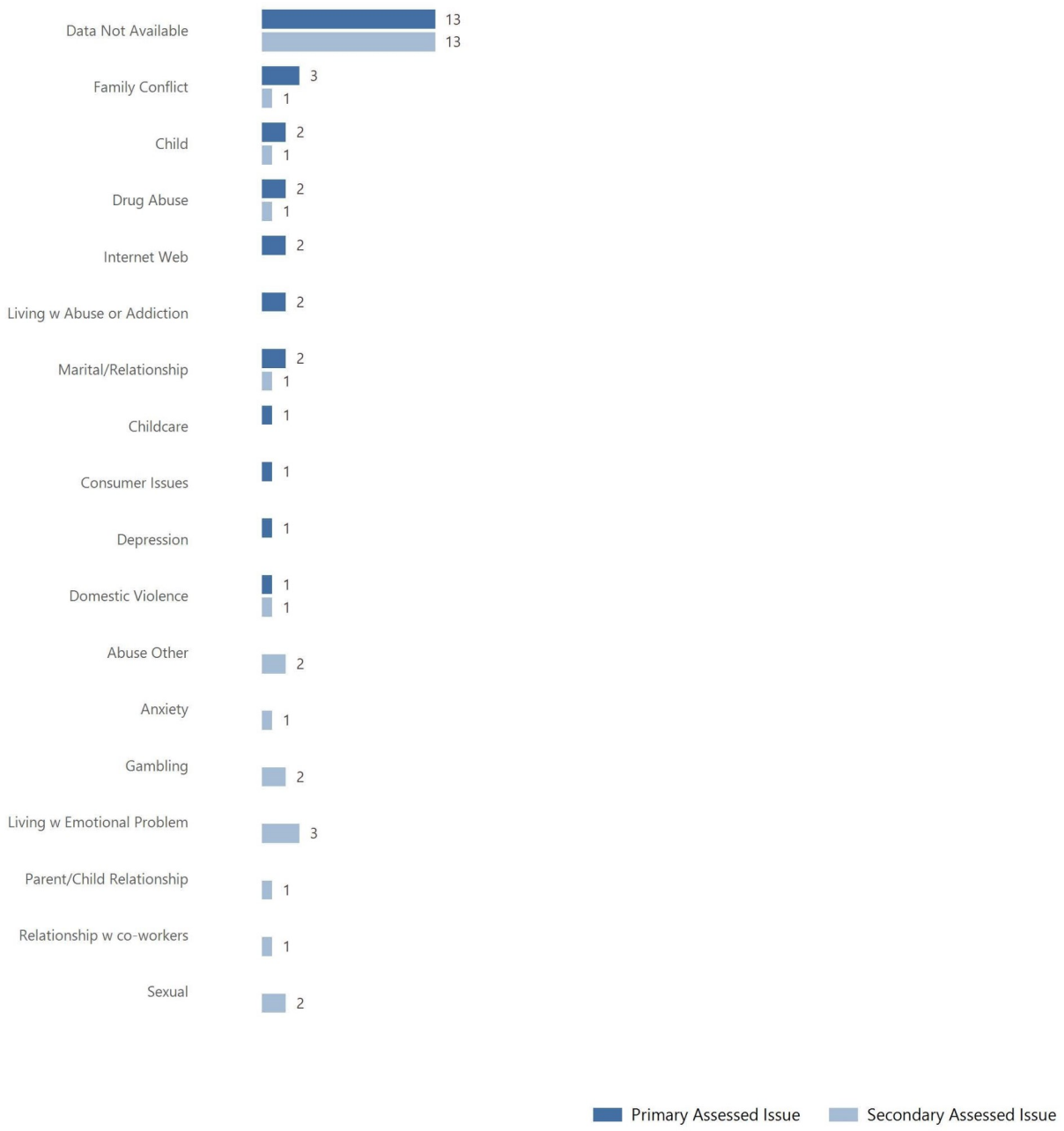
	PERIOD		YTD	
Secondary Presenting Issue	#	%	#	%
Abuse / Addiction of Client				
Drug Abuse	2	6.7%	2	6.7%
Gambling	1	3.3%	1	3.3%
Internet Web	2	6.7%	2	6.7%
Sexual	1	3.3%	1	3.3%
Family				
Domestic Violence	1	3.3%	1	3.3%
Family Conflict	1	3.3%	1	3.3%
Family Other	2	6.7%	2	6.7%
Living w Abuse or Addiction	2	6.7%	2	6.7%
Living w Emotional Problem	2	6.7%	2	6.7%
Parent/Child Relationship	1	3.3%	1	3.3%
Reaction to Illness	2	6.7%	2	6.7%
Medical Condition				
Medical Condition	2	6.7%	2	6.7%
Other				
Data Not Available	10	33.3%	10	33.3%
Work Related				
Relationship w co-workers	1	3.3%	1	3.3%

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Assessed Issue



Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Primary Assessed Issue	PERIOD #	PERIOD %	YTD #	YTD %
Abuse / Addiction of Client				
Drug Abuse	2	6.7%	2	6.7%
Internet Web	2	6.7%	2	6.7%
Emotional Issues				
Depression	1	3.3%	1	3.3%
Family				
Child	2	6.7%	2	6.7%
Domestic Violence	1	3.3%	1	3.3%
Family Conflict	3	10%	3	10%
Living w Abuse or Addiction	2	6.7%	2	6.7%
Marital / Relationship				
Marital/Relationship	2	6.7%	2	6.7%
Other				
Data Not Available	13	43.3%	13	43.3%
Work / Life Balance				
Childcare	1	3.3%	1	3.3%
Consumer Issues	1	3.3%	1	3.3%

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Secondary Assessed Issue	PERIOD #	PERIOD %	YTD #	YTD %
Abuse / Addiction of Client				
Abuse Other	2	6.7%	2	6.7%
Drug Abuse	1	3.3%	1	3.3%
Gambling	2	6.7%	2	6.7%
Sexual	2	6.7%	2	6.7%
Emotional Issues				
Anxiety	1	3.3%	1	3.3%
Family				
Child	1	3.3%	1	3.3%
Domestic Violence	1	3.3%	1	3.3%
Family Conflict	1	3.3%	1	3.3%
Living w Emotional Problem	3	10%	3	10%
Parent/Child Relationship	1	3.3%	1	3.3%
Marital / Relationship				
Marital/Relationship	1	3.3%	1	3.3%
Other				
Data Not Available	13	43.3%	13	43.3%
Work Related				
Relationship w co-workers	1	3.3%	1	3.3%

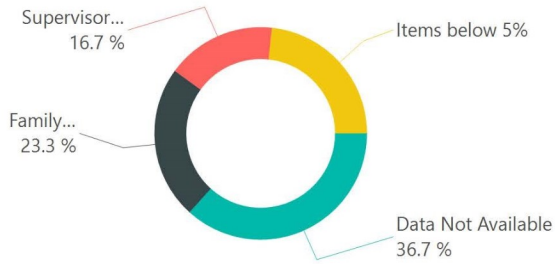
Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

EAP Aware

	PERIOD		YTD	
	#	%	#	%
Family Suggested	7	23.3%	7	23.3%
Brochures	0	0%	0	0%
Supervisor Suggested	5	16.7%	5	16.7%
Internet	1	3.3%	1	3.3%
Prior Participation	1	3.3%	1	3.3%
Co-Worker Suggested	1	3.3%	1	3.3%
In Service Training/Orientation	0	0%	0	0%
Mailing	1	3.3%	1	3.3%
Posters	1	3.3%	1	3.3%
Newsletter Article	1	3.3%	1	3.3%
Other	1	3.3%	1	3.3%
Data Not Available	11	36.7%	11	36.7%



Work Status

	PERIOD		YTD	
	#	%	#	%
Full Time	2	6.7%	2	6.7%
Part Time	1	3.3%	1	3.3%
As Needed	3	10%	3	10%
Temporary	0	0%	0	0%
Other	0	0%	0	0%
N/A Family Member	0	0%	0	0%
Data Not Available	24	80%	24	80%



Shift

	PERIOD		YTD	
	#	%	#	%
Days	1	3.3%	1	3.3%
Evenings	3	10%	3	10%
Nights	1	3.3%	1	3.3%
Rotating	0	0%	0	0%
Other	0	0%	0	0%
N/A Family Member	0	0%	0	0%
Data Not Available	25	83.3%	25	83.3%



Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Prior EAP

	PERIOD		YTD	
	#	%	#	%
No	0	0%	0	0%
Once	0	0%	0	0%
Twice	0	0%	0	0%
Three Times	0	0%	0	0%
Four Times	0	0%	0	0%
Five or More Times	0	0%	0	0%
Data Not Available	35	100%	35	100%



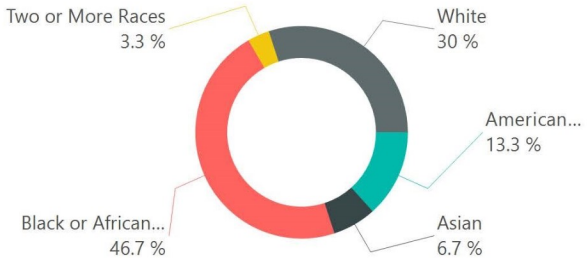
Marital Status

	PERIOD		YTD	
	#	%	#	%
Single	1	3.3%	1	3.3%
Divorced	5	16.7%	5	16.7%
Separated	1	3.3%	1	3.3%
Married	7	23.3%	7	23.3%
Widowed	1	3.3%	1	3.3%
Living w/Someone	5	16.7%	5	16.7%
Data Not Available	10	33.3%	10	33.3%



Ethnicity

	PERIOD		YTD	
	#	%	#	%
American Indian or Alaskan Native	4	13.3%	4	13.3%
Asian	2	6.7%	2	6.7%
Black or African American	14	46.7%	14	46.7%
Hispanic/Latino	0	0%	0	0%
Native Hawaiian or Other Pacific Islander	0	0%	0	0%
Two or More Races	1	3.3%	1	3.3%
White	9	30%	9	30%
Data Not Available	0	0%	0	0%



Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

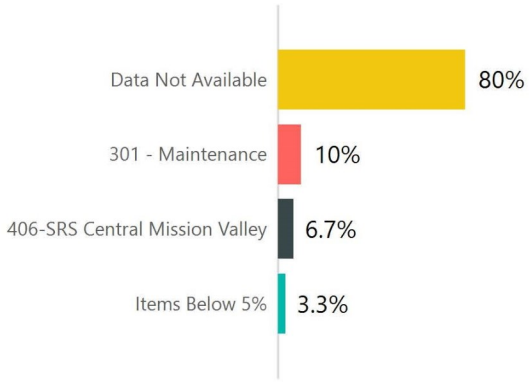
Education

	PERIOD		YTD	
	#	%	#	%
8 grades or under	7	23.3%	7	23.3%
9th through 11th	12	40%	12	40%
HS Graduate	5	16.7%	5	16.7%
Some College	2	6.7%	2	6.7%
College Graduate	4	13.3%	4	13.3%
Advanced Degree	0	0%	0	0%
Data Not Available	0	0%	0	0%



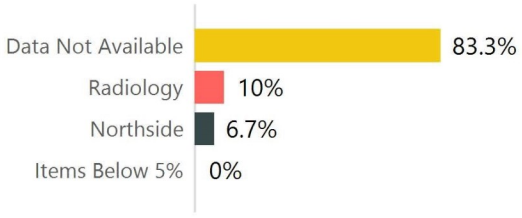
Location

	PERIOD		YTD	
	#	%	#	%
301 - Maintenance	3	10%	3	10%
302 - Health Sciences	1	3.3%	1	3.3%
406-SRS Central Mission Valley	2	6.7%	2	6.7%
Data Not Available	24	80%	24	80%
Items Below 5%	1	3.3%	1	3.3%



Department

	PERIOD		YTD	
	#	%	#	%
Data Not Available	25	83.3%	25	83.3%
Items Below 5%	0	0%	0	0%
Northside	2	6.7%	2	6.7%
Radiology	3	10%	3	10%
Southside	0	0%	0	0%
Test 1234	0	0%	0	0%

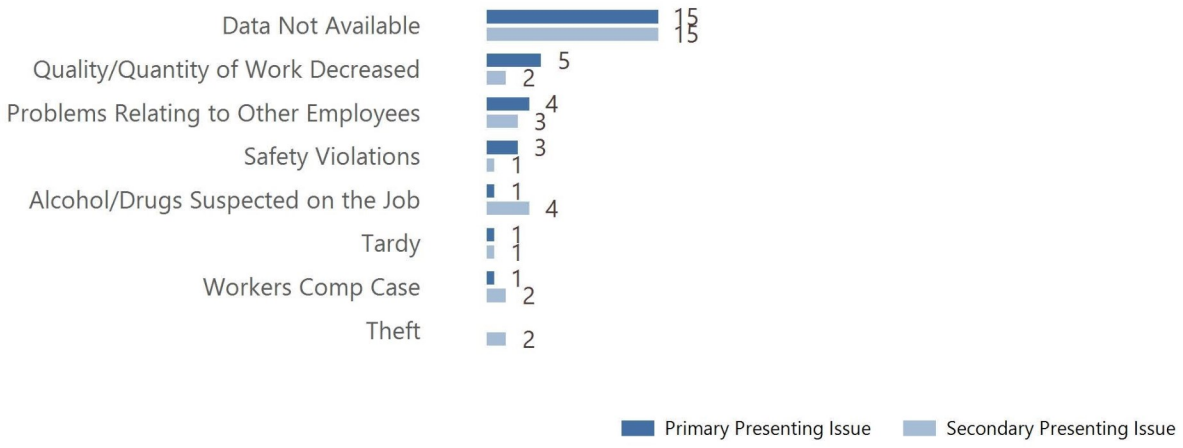


Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Work Performance Problems



Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Primary Work Performance Problem	PERIOD #	PERIOD %	YTD #	YTD %
Work Performance				
Alcohol/Drugs Suspected on the Job	1	3.3%	1	3.3%
Data Not Available	15	50%	15	50%
Problems Relating to Other Employees	4	13.3%	4	13.3%
Quality/Quantity of Work Decreased	5	16.7%	5	16.7%
Safety Violations	3	10%	3	10%
Tardy	1	3.3%	1	3.3%
Workers Comp Case	1	3.3%	1	3.3%

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Secondary Work Performance Problem	PERIOD #	PERIOD %	YTD #	YTD %
Work Performance				
Alcohol/Drugs Suspected on the Job	4	13.3%	4	13.3%
Data Not Available	15	50%	15	50%
Problems Relating to Other Employees	3	10%	3	10%
Quality/Quantity of Work Decreased	2	6.7%	2	6.7%
Safety Violations	1	3.3%	1	3.3%
Tardy	1	3.3%	1	3.3%
Theft	2	6.7%	2	6.7%
Workers Comp Case	2	6.7%	2	6.7%

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Secondary Work Performance Problem	PERIOD #	PERIOD %	YTD #	YTD %
Work Performance				
Alcohol/Drugs Suspected on the Job	4	13.3%	4	13.3%
Data Not Available	15	50%	15	50%
Problems Relating to Other Employees	3	10%	3	10%
Quality/Quantity of Work Decreased	2	6.7%	2	6.7%
Safety Violations	1	3.3%	1	3.3%
Tardy	1	3.3%	1	3.3%
Theft	2	6.7%	2	6.7%
Workers Comp Case	2	6.7%	2	6.7%

Client Services Report

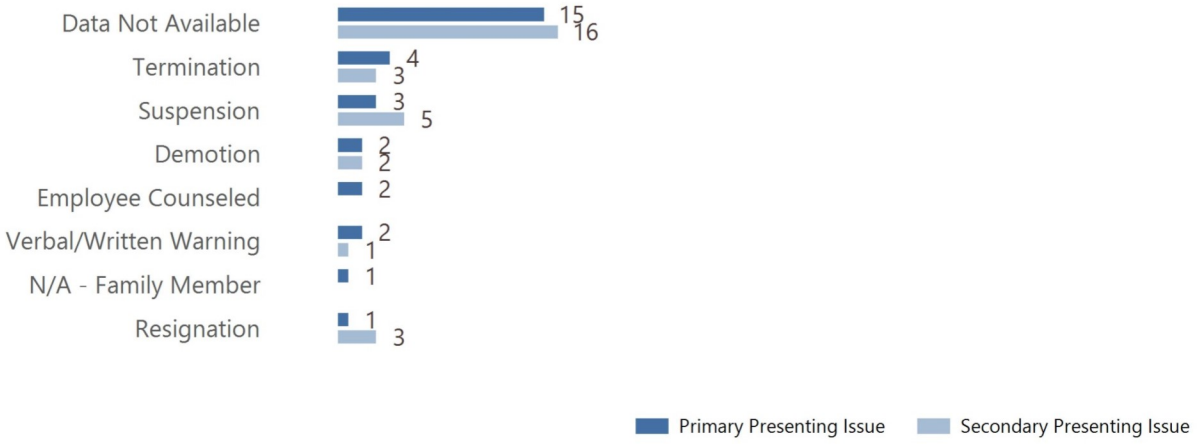
Harting E·A·P
The FIRST Name in EAP Software.

ABC Company

Harting EAP

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Personnel Action



Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Primary Personnel Action	PERIOD #	PERIOD %	YTD #	YTD %
Personnel Action				
Data Not Available	15	50%	15	50%
Demotion	2	6.7%	2	6.7%
Employee Counseled	2	6.7%	2	6.7%
N/A - Family Member	1	3.3%	1	3.3%
Resignation	1	3.3%	1	3.3%
Suspension	3	10%	3	10%
Termination	4	13.3%	4	13.3%
Verbal/Written Warning	2	6.7%	2	6.7%

Client Services Report

ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Secondary Personnel Action	PERIOD #	PERIOD %	YTD #	YTD %
Personnel Action				
Data Not Available	16	53.3%	16	53.3%
Demotion	2	6.7%	2	6.7%
Resignation	3	10%	3	10%
Suspension	5	16.7%	5	16.7%
Termination	3	10%	3	10%
Verbal/Written Warning	1	3.3%	1	3.3%

Client Services Report

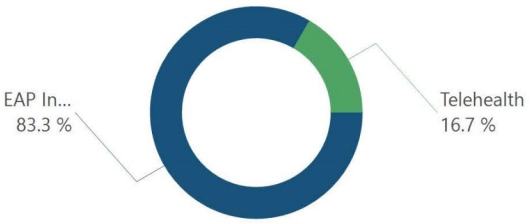
ABC Company

Printed: 04/20/2022 Period: 1/1/2021-12/31/2021 Report Year: 1/1/2021-12/31/2021

Based on Cases Closed during the period

Cases Closed

	PERIOD		YTD	
	#	%	#	%
EAP In Person	5	83.3%	5	83.3%
Telehealth	1	16.7%	1	16.7%
Coaching	0	0%	0	0%
Work/Life	0	0%	0	0%
Fitness for Duty	0	0%	0	0%
Data Not Available	0	0%	0	0%



Disposition Case Closed

	PERIOD		YTD	
	#	%	#	%
Successful - Problem Resolved	3	50%	3	50%
Problem Improved	2	33.3%	2	33.3%
Problem Unimproved	0	0%	0	0%
Problem Worsened	0	0%	0	0%
Unable to Determine - Client Discontinued Contact	1	16.7%	1	16.7%
Other	0	0%	0	0%
Data Not Available	0	0%	0	0%



Custom Field Values

		PERIOD		YTD	
		#	%	#	%
County					
	Adams	0	0.00%	0	0.00%
	Denver	0	0.00%	0	0.00%
	Jefferson	0	0.00%	0	0.00%
	(no selection)	32	100.00%	32	100.00%

Clinical Services Summary

BayCare Behavioral Health

BayCare Health System

BayCare Assistance Programs

Printed: 12/17/2024 | Period: 07/01/2024 - 09/30/2024 | YTD: 01/01/2024 - 12/31/2024

Employees Covered

32,761

Lives Covered

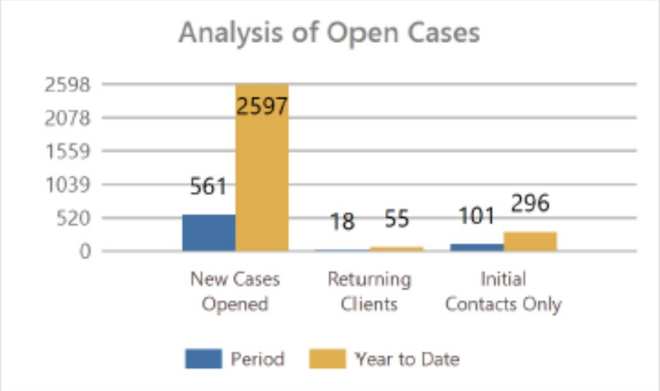
75,350

	PD	YTD
CAP	0	0
DBW	0	0
EAP	561	2597
FAP	0	0
PAP	0	0
SAP	0	0
Telehealth	0	0
W/L	0	0

Analysis of Open Cases

	PERIOD	YTD
New Cases Opened	561	2597
Returning Clients	18	55
Total Cases Opened	579	2652

	PERIOD	YTD
Initial Contacts Only	101	296
Cases Currently Open (Regardless of Open Date)	2786	2786



Analysis of Closed Cases

The Analysis of Closed Cases provides a more accurate representation of services since it looks at the data after the case is closed. The data includes all services provided to clients.

	PERIOD	YTD
Total Cases Closed	112	349
Average # of sessions for closed cases	5.01	4.76

Total # of Sessions Used

	PERIOD	YTD
1 Session	9	32
2 Session	6	28
3 Session	7	23
4 Session	3	8
5 Session	4	15
6 Session or more	70	186

Clinical Services Summary

BayCare Behavioral Health

BayCare Health System

BayCare Assistance Programs

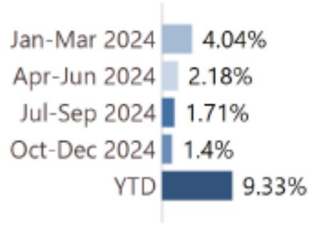
Printed: 12/17/2024 | Period: 07/01/2024 - 09/30/2024 | YTD: 01/01/2024 - 12/31/2024

Utilization Rate

New Open Cases / Number Of Employees

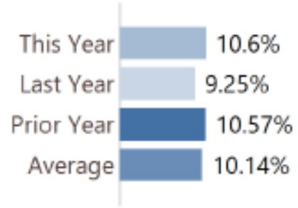
ACTUAL

Period	1.71 %
YTD	9.33 %



ANNUALIZED

This Year	10.6 %
Last Year	9.25 %
Prior Year	10.57 %
Average	10.14 %



This data represents a .47% decrease from last Quarter and a 1.35% increase from last year.

2024 Assistance Programs Webinar Calendar

BayCare Behavioral Health

BayCare Employee Assistance Program (EAP) invites you and your employees to join us for monthly webinars delivered via Microsoft Teams. All webinars are open to all employees and their dependents, and advanced registration is not required.

Time & Duration: All webinars begin at **12:00 p.m.** and are a 30-minute presentation followed by Q&A

Connect: The MS Teams link is different for each session (noted below).

JANUARY
Wednesday, January 10
Maximizing Your EAP Benefit in 2024
Click here to join the meeting

FEBRUARY
Wednesday, February 14
Who Cares for the Caregiver?
Click here to join the meeting

MARCH
Wednesday, March 13
Fight, Flight, or Freeze: Understanding Our Stress Response
Click here to join the meeting

APRIL
Wednesday, April 10
What Happens in a Therapy Session?
Click here to join the meeting

MAY
Wednesday, May 8
Shift Happens: Coping with Change
Click here to join the meeting

JUNE
Wednesday, June 12
Trauma 101
Click here to join the meeting

JULY
Wednesday, July 10
Shattering Stereotypes: Minority Mental Health
Click here to join the meeting

AUGUST
Wednesday, August 14
Grief & Loss: The Road to Recovery
Click here to join the meeting

SEPTEMBER
Wednesday, September 11
Loving Someone with an Addiction
Click here to join the meeting

OCTOBER
Wednesday, October 9
What is Happiness Anyway?
Click here to join the meeting

NOVEMBER
Wednesday, November 13
Managing the Seemingly Inevitable Holiday Stress
Click here to join the meeting

DECEMBER
Wednesday, December 11
Merry Meditations & Mindfulness
Click here to join the meeting

Questions? Contact us at **EAP@baycare.org**

2024 Assistance Programs
Quarterly HR & Leadership Training

BayCare Behavioral Health

Employers have a vested interest in their employees working to their fullest potential. When employees are struggling with life challenges like stress, anxiety, family problems, work conflicts, or substance use, your company's productivity and costs suffer the consequences. Your BayCare EAP is a cost-effective resource to help mitigate risks associated with common mental health concerns in the workplace. Join our EAP for HR & Leadership webinars to gain a deeper understanding of how EAP can be a trusted partner to provide compassionate support while adhering to your company's policies. Special attention will be given to EAP awareness and promotion, mandatory referrals, fitness for duty assessments, crisis response services, and confidentiality.

These webinars are open to all EAP contracted leadership and human resource professionals. Advanced registration is not required.

Time & Duration: All webinars are a 45-minute presentation followed by Q&A

Connect: The MS Teams link is different for each session (noted below).



FEBRUARY
Tuesday, February 20 at 10 a.m.
EAP for HR & Leadership
Click here to join the meeting



APRIL
Tuesday, April 16 at 10 a.m.
Supporting Mental Health in the Workplace
Click here to join the meeting



JUNE
Wednesday, June 19 at 2 p.m.
EAP for HR & Leadership
Click here to join the meeting



AUGUST
Wednesday, August 21 at 2 p.m.
Supporting Mental Health in the Workplace
Click here to join the meeting

Questions? Contact us at **EAP@baycare.org**

BayCare Presents: Special Edition

Finding the Calm After the Storm



In the aftermath of two significant hurricanes, many people are experiencing very strong emotional reactions as they process the damage to homes and entire communities. If you are experiencing hurricane-related distress, you are not alone. This is a perfectly normal reaction to abnormal situations.

Led by a BayCare Behavioral Health psychologist specializing in trauma, this presentation will review traumatic stress and offer practical coping skills to help find your joy in the aftermath of tragedy.

Thursday, October 17

2:00 – 2:45 pm

Register now or scan:

This session will be recorded for viewing at a later date at the BayCare Presents site.

BayCare

2025 EAP Webinars

Date	Title	Description
January 8 Noon	**Moving Through Anxiety: Maybe It's Not Just a Phase** (Mental Wellness Month)	Anxiety is a natural reaction to a perceived threat. Feeling anxious at times is normal and looks different for everyone. If anxiety is impacting your ability to enjoy life, talking to a professional about coping skills can help you better manage those anxious times.
February 12 Noon	**Understanding and Managing Conflict** (National Random Act of Kindness Day 2/17)	Did you know can be both positive and negative? While conflict is often uncomfortable, working through differing opinions with respect can strengthen our relationships. Join us as we identify common sources of conflict and learn resolution skills to help create peace in the workplace and at home.
March 12 Noon	**A Healthy Mind - Your Diet's Effect on Mental Health**	Did you know what you eat can have a profound effect on our mental health, influencing mood, cognitive function, and overall well-being? Research is showing us that the diet of people with mental health disorders may be lacking in key nutrients for brain health. Join us as we learn how a healthy diet can improve mental health and help prevent certain mental health problems.
April 9 Noon	**Finding the Right Therapist for You** (National Counseling Awareness Month)	We know what to expect when we visit our primary care physician, but what happens in a therapy session? How do I find a therapist that fits my needs? What kind of provider do I need? It's so confusing! Join us as we review the basics of mental healthcare services and how to navigate the system.
May 14 Noon	**Loving Someone with an Addiction** (Mental Health Awareness Month)	It's hard watching someone you love struggle with addiction. You can't control or "fix" another person; the only person you have any control over is yourself. This session will review the importance of caring for yourself, setting boundaries, and loving without enabling.
June 11 Noon	**Why is it Important to Understand Trauma and Its Impact?** (PTSD Awareness Month)	Traumatic events can happen to anyone and aren't always related to physical violence. Trauma can make a life that once felt safe seem fragile and frightening, thus impacting our relationships, behavior and well-being. A basic awareness and understanding of trauma and a toolbox of strategies is critical to create a space for healing, confidence and enhanced self-care practices.
July 9 Noon	**Push Pause on People Pleasing** (World Brain Day 7/22/25)	Respect and honesty are essential to positive relationships. However, healthy boundaries that define appropriate physical and emotional limits are crucial for self-care and positive connections. This session offers practical tips to help you exercise healthy boundaries in relationships.

August 13 Noon	**Friendship and Mental Health** (Friendship Day 8/3/25)	Friends make us laugh, help us to reduce stress and fulfill our basic need to belong. Friends are also good for our health. Adults with strong social connections have a lower risk of many health problems. Bring a friend to this session as we explore the benefits of lasting connections with others.
September 10 Noon	**Suicide Awareness: How to Check in With a Friend** (National Suicide Prevention Awareness Month)	We all have a role to play in preventing suicide. Would you be prepared to talk with a friend about their emotional health, distress or even thoughts of suicide? Would you be able to identify warning signs that someone may be in crisis and need help? Join us as we look at ways to provide caring support to those in need.
October 8 Noon	**Am I Sad or Depressed?** (National Depression Screening Day 10/9)	Understanding what is considered "normal" mental health can be difficult. When does just feeling sad become depression? Sometimes the answer is clear but often it is not so obvious. Join us as we identify common, treatable mental health conditions and how to receive appropriate treatment.
November 12 Noon	**Surviving Your First Holiday After the Loss of a Loved One**	The holidays are challenging when you are grieving a loss. It's hard to think about gifts, food, and fun when a loved one has died. It's important to be gentle with yourself as you encounter painful feelings, thoughts and memories. Join us as we explore tips to help you survive the holidays and discover new reasons to enjoy them again.
December 10 Noon	**Does Your Working Memory Work?**	Your working memory is a mental sketch pad that allows you to hold information in mind for brief periods of time. It is essential for tasks like remembering a phone number, following directions or mental math. It plays a big role in how we process, use and remember information. Join us as we look at simple strategies to maximize the limited capacity of our working memory.

Quarterly Leadership Webinars

February 10 am	**EAP for HR & Leadership**	Employers have a vested interest in their employees working to their fullest potential. When employees are struggling with life challenges like stress, anxiety, family problems, work conflicts, or substance use, your company's productivity and costs suffer the consequences. Your BayCare EAP is a cost-effective resource to help mitigate risks associated with common mental health concerns in the workplace. Join our EAP for HR & Leadership webinars to gain a deeper understanding of how EAP can be a trusted partner to provide compassionate support while adhering to your company's policies. Special attention will be given to EAP awareness and promotion, mandatory referrals, fitness for duty assessments, crisis response services, and confidentiality.
April 10 am	**Supporting Mental Health in the Workplace**	
June 2 pm	**EAP for HR & Leadership**	
August 2 pm	**Supporting Mental Health in the Workplace**	

Legal & Financial Resources

Employees now have access to free legal and financial consultation services and online resources as part of your BayCare EAP benefits.



- Call the confidential, toll-free helpline at (800) 878-5470
- Ask to be connected to legal or financial consultation resources.

Legal Services

Employees receive up to a 30 minute, face-to-face or telephonic consultation at no charge. For services beyond the initial 30 minutes, employees receive a preferred discount rate of 25% off attorney's normal hourly fee. Employees have access to virtually all areas of law, such as family/domestic matters, estate planning, civil matters, criminal, motor vehicle, immigration, real estate, etc. Matters involving employment are not covered.

Mediation Services

Employees receive up to a 30-minute face-to-face or telephonic consultation at no charge. For services beyond the initial 30 minutes, employees receives a preferred discount rate of 25% off provider's normal hourly fee. Employees have access to virtually all areas of law, such as family/domestic matters, landlord/tenant, real estate, construction, car accidents, insurance claims and more. Matters involving employment are not covered.

Financial Counseling

Employees receive a 30 minute counseling session or the enhanced unlimited counseling at no cost with financial counselors. Typical matters include credit counseling, debt and budgeting assistance, retirement planning, tax planning and college education planning. These services are provided by financial professionals, including CPAs, former bankers, registered representatives, plus each of the financial specialists are certified credit counselors. Local assistance is available for employees with more complex financial planning issues.

Free Simple Wills

The state-specific interactive Online Will Program provides employees with a resource to create their own will privately online and free of charge. The enhanced Free Will Program provides employees with a will kit and preparation by an attorney free of charge.

Website Services

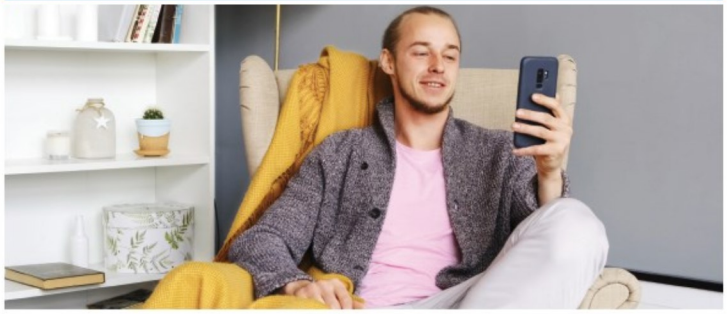
Employees have free access to state-specific fillable legal forms, thousands of topics in the legal and financial library and access to various financial calculators.

BayCare Behavioral Health

BayCare.org/EAP

Sample Marketing Materials

Virtual Support During Difficult Times



The BayCare Employee Assistance Program (EAP) is here to help team members and their dependents with their emotional and mental well-being.

EAP has more than 200 therapists ready to offer confidential virtual and phone counseling sessions. Contact us at (800) 878-5470 or BayCareEAP@BayCare.org to ask for help.

- Anxiety
- Depression
- Grief and loss
- Parenting
- Relationships
- Stress
- Work/Life balance

For more information: (800) 878-5470
BayCareEAP@BayCare.org

BayCare Behavioral Health

20-110119-0420

Accessing EAP Support

Call the confidential helpline 24 hours a day, seven days a week. The helpline is answered by experienced mental health and/or substance use professionals.

If you prefer, you can send an email to BayCareEAP@BayCare.org.

You'll receive contact information for therapists who best match your needs and offer virtual or phone counseling sessions.

Call or email the therapist you select and tell them that you're using your BayCare EAP benefits.

The therapist will then schedule a time and date for the session. If the session is virtual, the therapist will provide instructions to access their virtual counseling platform.

Team members can receive six free counseling sessions per year AND each of your dependents also can receive six free sessions each.

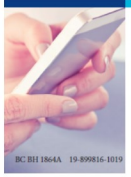
Employee Assistance Program

Your Life, Your Work, Your Well-Being

Confidential counseling and support, 24 hours a day, seven days a week

BayCare Behavioral Health

Call us when you're struggling with:



BC BH 1864A 19-899816-1019

- Anxiety and depression
- Stress
- Relationship issues
- Family issues
- Grief and loss
- Addictive behaviors

Confidential help is just a phone call away: (800) 878-5470
BayCareEAP@BayCare.org

Programa de Asistencia al Empleado

Su Vida, Su Trabajo, Su Bienestar

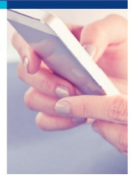
Asesoría y apoyo confidencial, las 24 horas al día, los siete días a la semana

BayCare Behavioral Health

Llámenos cuando tenga problemas de:

- Ansiedad y depresión
- Estrés
- Problemas de pareja
- Duelo y pérdida
- Problemas familiares
- Conductas adictivas

Si necesita ayuda confidencial, solo llámenos al: (800) 878-5470
BayCareEAP@BayCare.org



Employee Assistance Program (EAP)



BayCare Behavioral Health

BayCare.org/EAP



"Work, love and play are the great balance wheels of man's being."
– Orison Swett Marden

From time to time, problems arise which can affect both your work life and your personal life. Your employer knows that in the natural course of a lifetime, issues such as stress, marital difficulties, family concerns, raising children, and drug and alcohol abuse to name a few, will affect valuable employees. Your employer also knows that a focused and dedicated employee is a productive employee, and that preserving the well-being and dignity of each worker is vital to the success of the organization. For this reason, when times get challenging, your employer provides you with a confidential method of getting help through an Employee Assistance Program (EAP).

What Is the Employee Assistance Program?
The Employee Assistance Program is a free and confidential assessment, referral and counseling benefit for employees and their family members who may have personal problems, which could affect their job performance, personal lives or their general well-being.

Does My Employer Know if I Use EAP?
No. Confidentiality is the cornerstone of EAP.

A toll-free helpline is available 24 hours a day, seven days a week:
(800) 878-5470

What if I Have Everyday Issues that Overlap with My Job?
Today's workers face more challenges than ever before, trying to maintain a healthy balance between the responsibilities of work and the demands of their personal lives. These demands can affect that balance at any time. BayCare offers Work/Life services to help you maintain balance between work and your personal life.

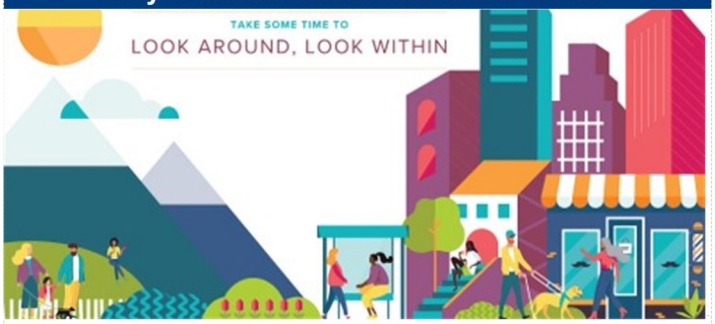
How Can I Access Work/Life Services?
1. You can call the EAP Helpline and a clinician will provide you with information on community resources which may meet your needs.
2. You can also access over 20,000 resources online. These services include information about health, wellness, family and emotional issues, budgeting and financial know-how, and legal resources. Your organization provides details on how to access these online services.



BayCare.org/EAP

Monthly EAP Email and Handout Samples

May is Mental Health Awareness Month



Take a free mental health screening at

mhascreening.org

If you or someone you know is struggling or in crisis, help is available.

Call or text 988

Many factors come into play when it comes to mental health. As we recognize Mental Awareness Month take some time to *Look Around*, make note of your surroundings, and *Look Within* to see how they might be affecting you.

Here are 4 simple ways to make the world around you work for your mental health.

1. Try to find 15 minutes to get some sunlight .
2. Play music when you have downtime at home.
3. Give yourself a break! Take 10 minutes out of your day for a walk.
4. Hold the door for a stranger or sign up to volunteer for your favorite charity. Random acts of kindness increase release of oxytocin – the "feel good" hormone.

Where to Get Help

National Alliance on Mental Illness (NAMI) / nami.org

Mental Health Alliance / mentalhealthalliance.org

Substance Abuse and Mental Health Service Administration / samhsa.gov

BayCare Behavioral Health

BayCare Assistance Programs 24 hr. Hotline / 800-878-5470

May is Mental Health Awareness Month



Myth: Children don't experience mental health issues.

Fact: Even very young children may show early warning signs of mental health concerns. These mental health conditions are often clinically diagnosable and can be a product of the interaction of biological, psychological, and social factors.

Half of all mental health disorders show first signs before a person turns 14-years-old, and three-quarters of mental health disorders begin before age 24.

Unfortunately, only half of children and adolescents with diagnosable mental health conditions receive the treatment they need. Early mental health support can help a child before problems interfere with other developmental needs. Start the conversation early.

Assistance Programs 24-hour helpline: (800) 878-5470

BayCare Behavioral Health

Employee Assistance Program

Life happens. Take action.

BayCare Employee Assistance Program (EAP) is a free and confidential mental health and life management resource to help you better manage life's challenges.



Why do people use EAP services? Simply put, because life can be hard. EAP counselors can help you better manage many life stressors so you can realize your best personal and professional potential. BayCare EAP can also connect you to legal and financial consultation resources for assistance with wills, budgets, and other matters.

Issues EAP Addresses

- Stress, depression, anxiety
- Relationship issues, divorce
- Family dynamics
- Couples counseling
- Addiction and substance use
- Grief and loss

EAP at a Glance

- 24/7 professional support
- Short-term, solution-focused
- Legal and financial resources
- Online resource center
- Monthly webinars

(800) 878-5470 | BayCareEAP@baycare.org

BayCare Behavioral Health

Accessing EAP Support

Call the confidential helpline 24 hours a day, seven days a week. The helpline is answered by experienced mental health and/or substance use professionals.

If you prefer, you can email BayCareEAP@BayCare.org.

You'll receive contact information for therapists in your area who best match your needs, and many offer virtual counseling sessions.

Call or email the therapist you select and tell them that you're using your BayCare EAP benefits.

The therapist will then schedule a time and date for the session. If the session is virtual, the therapist will provide instructions to access their virtual counseling platform.

EAP can also provide legal and financial consultation assistance.

Employees can receive six free counseling sessions per calendar year, and sessions can be shared with benefits-eligible dependents.

First Responder Inpatient Admission Process

If a first responder is experiencing an acute mental health crisis, BayCare can assist with the assessment and admission process for inpatient psychological care. Please follow the steps below to initiate the process:

Call Dr. Lisa Moser at 727-244-5975. If she is not available, the following members of the BayCare Behavioral Health leadership team will be able to assist:

- Backup #1: Elizabeth Cooper 813-495-1749
- Backup #2: Susan Wright 352-232-9001

Provide the following information about the individual who is in need of care:

- Name
- Date of birth
- Current location
- Name and phone number of person currently with the deputy
- Estimated time individual will arrive at the hospital
- General mental health presenting issue
- General physical health condition, including allergies
- Baker Act status (is the individual under a Baker Act or are they entering voluntarily?)

Notify Dr. Moser (or her backup) when the individual arrives at the hospital. Stay with the person in the vehicle until you are notified via phone that a room is ready and further instructions on process for entering the hospital. If possible, complete the attached patient information form to help expedite the triage process.

When entering the Emergency Department, the individual will be taken directly to a private examination room to begin the medical screening process. BayCare will then follow standard patient care procedures from this point forward.

BayCare

DATE: December 18, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Michael Campbell, Streets & Drainage Superintendent

SUBJECT: FY 2025/2026 Transportation Improvement Program - Roadway Resurfacing and Pavement Markings

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BACKGROUND

Public Works staff have identified 37 roadway segments across the City's four quadrants, totaling approximately 14 miles, with Pavement Condition Index (PCI) scores ranging from 20 to 30. The PCI is an industry-standard rating system that evaluates pavement condition on a scale of 0 to 100, with lower scores indicating deteriorating asphalt conditions. The identified roadways are candidates for a one-inch mill and fill resurfacing treatment.

Improving these roadways supports the City's ongoing transportation infrastructure improvement efforts by enhancing roadway safety, improving driving conditions, and extending the long-term durability of the pavement network. Upon approval, the resurfacing work is anticipated to begin in late January 2026, weather permitting.

On April 13, 2020, the City Commission awarded ITB-20-16, the Pavement Management Toolbox Contract, to Hubbard Construction, operating as Lakeland Paving and Asphalt Paving Systems. Under this contract, staff requested that Hubbard Construction develop a quote to address the identified roadway improvements. The proposed work includes milling and resurfacing of the roadway segments, as well as the installation of pavement striping and markings following completion of the paving activities.

The proposed costs for the work are broken down as follows:

- Milling and Filling of Asphalt: $1,878,215.07
- Pavement Markings: $100,120.00

FINANCIAL IMPACT

The total cost for the above-referenced work is $1,978,335.07 and will be funded from the $2,000,000 budgeted in the FY 2025/2026 Transportation Fund for the Transportation Improvement Program (TIP).

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets.
- **Strategy:** 3.2.4 – Manage pavement conditions in the city using a data-driven approach.

RECOMMENDATION

Staff recommends that the City Commission authorize the issuance of a purchase order to Hubbard Construction in the amount of $1,978,335.07 for roadway resurfacing as part of the FY 2025/2026 Transportation Improvement Program (TIP), and authorize the City Manager or his designee to take any additional actions necessary to ensure completion of the work.

ATTACHMENTS

- 2025/2026 Mill & Fill Roadway Resurfacing List
- Quote from Hubbard Construction

2025/2026 MILL & FILL ROADWAY RESURFACING LIST

ROAD NAME	FROM	TO
13TH ST SE	Lk Elbert Dr	Lk Otis Dr
2ND ST SE	E. Central Ave	Ave A SE
3RD ST NE	Ave V NE	Dead End
4TH ST SE	Ave H SE	Ave I SE
4TH ST SE	Ave C SE	Bates Ave SE
9TH CT NE	Ave. O NE	Ave M NE
AVE B NE	1st St NE	3rd St NE
AVE D NE	7th ST NE	End of Roadway
AVE D SE	1st St SE	2nd St SE
AVE E SE	1st St SE	2nd St SE
AVE E SE	2nd St SE	6th ST SE
AVE F NE	Lk Elbert NE	15th St NE
AVE F NW	1st St NW	3rd St NW
AVE H SE	1st St SE	6th St SE
AVE I SE	1st St SE	6th St SE
AVE J SE	1st St SE	4th St SE
AVE L NW	US 17 NW	8th ST NW
AVE O SE	6th ST SE	8th ST SE
EDWIN ST NE	Ware Ave NE	Ave U NE
AVE D NE	Lk Elbert Dr.	15th St NE
AVE Q SW	Lk Shipp Dr.	Recker HWY
24TH CT SW	24th St SW	24th St SW
LK LINK EST.	All Roads in Community	
ALLEYWAY 701 W. CENTRAL	7th St NW	LK Howard Dr.
ALLEYWAY 1105 LK EBERT	Lk Elbert Dr	End of Alley
DREXEL AVENUE NE	Lk Elbert Dr	15th St NE
OSPREY WAY NW	Lk Marianna Dr NW	Asphalt Cut Joint
AVE F SE	2nd St SE	4th St SE
AVE F SE	4th St SE	5th St SE
AVE F SE	5th St SE	6th St SE
AVE F SE	6th St SE	Lk Otis Dr SE
4TH ST NW	Ave D NW	Ave E NW
5TH ST SE	Ave M SE	Ave L SE
6TH ST NW	W. MLk Blvd	Sears Ave NW
6TH ST NW	Sears Ave NW	Dead End
8TH ST NE	Lk Elbert Dr	Ave E NE
OLD LUCERNE PARK ROAD	(2) areas for asphalt repairs	

Customer Number: _____

TAMPA PAVEMENT CONSTRUCTORS

Bill To: City of Winter Haven

Hubbard Construction

Office (863) 665-0457
Fax (863) 665-2624

Item Number	Description	CONTRACT Quantity	UM	Unit Price	Amount
H	**TYPE SP 9.5 ASPHALTIC CONCRETE IN PLACE (TRAFFIC LEVEL B)**				
H.5	500-UP TONS	9,517.13	TN	$ 155.82	$ 1,482,959.20
	SUBTOTAL H				**$ 1,482,959.20**
V	**Milling of Existing Asphalt Pavement:**				
V.1	Mobilization	11.00	EA	$ 408.91	$ 4,498.01
V.2	Milling (Max 8 Hours/Day)	29.00	DY	$ 7,142.03	$ 207,118.87
	SUBTOTAL V				**$ 211,616.88**
X	**Hauling and Disposal of Millings*:**				
X.2	Hauling per truck per day (Max 8 Hours/Day)	205.00	DY	$ 895.80	$ 183,639.00
	SUBTOTAL X				**$ 183,639.00**
A	**Reflective Pavement Markings (FDOT-SRBC: 706)**				
A.1	Reflective Pavement Markers	1,217.00	EA	$ 5.00	$ 6,085.00
A.2	Reflective Pavement Marker (Remove)	1,217.00	EA	$ 0.29	$ 352.93
	SUBTOTAL A				**$ 6,437.93**
B	**Painted Pavement Markings (FDOT-SRBC: 710)**				
B.1	Standard, White, Solid 6"	0.100	GM	$ 1,864.87	$ 186.49
B.3	Standard, White, Solid 12"	1,640.00	LF	$ 0.71	$ 1,164.40
B.5	Standard, White, Solid 24"	1,228.00	LF	$ 1.17	$ 1,436.76
B.8	Standard, White, Message	1.00	EA	$ 41.21	$ 41.21
B.9	Standard, White, Arrows	5.00	EA	$ 35.32	$ 176.60
B.11	Standard, Yellow, Solid 6"	8.610	GM	$ 1,864.87	$ 16,056.53
B.13	Standard, Yellow, Solid 12"	110.00	LF	$ 0.71	$ 78.10
	SUBTOTAL B				**$ 19,140.09**
C	**Thermo Pavement Markings (FDOT-SRBC: 711)**				
C.1	Thermo, Standard, White, Solid 6"	0.100	GM	$ 6,837.86	$ 683.79
C.3	Thermo, Standard, White, Solid 12"	1,640.00	LF	$ 4.71	$ 7,724.40
C.5	Thermo, Standard, White, Solid 24"	1,228.00	LF	$ 7.07	$ 8,681.96
C.8	Thermo, Standard, White, Message	1.00	EA	$ 294.33	$ 294.33
C.9	Thermo, Standard, White, Arrows	5.00	EA	$ 88.30	$ 441.50
C.11	Thermo, Standard, Yellow, Solid 6"	8.610	GM	$ 6,527.05	$ 56,197.90
C.13	Thermo, Standard, Yellow, Solid 12"	110.00	LF	$ 4.71	$ 518.10
	SUBTOTAL C				**$ 74,541.98**
	TOTAL				**$ 1,978,335.07**
	Fuel & BIT Adjustments				**$ -**
	Change Orders				**$ -**
	GRAND TOTAL				**$ 1,978,335.07**

CUSTOMER WILL HOLD 0% RETANIAGE

SEND TO CUSTOMER VIA:

DATE: January 2, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Purchase of seven (7) additional licenses for Accela Permitting and Licensing Software Solutions

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BACKGROUND

In January, 2025 the City Commission authorized the purchase of Accela utilizing available excess revenue from the fiscal year 2025 Building Division fund. Accela is a cloud-based permitting and licensing software solution currently utilized by Polk County and many other Counties and Cities across Florida for application submittal, permitting, plan review, and building inspections.

The initial agreement included eleven (11) users. During configuration and implementation, staff has determined that seven (7) additional licenses are needed to accommodate use by all necessary City staff.

The prorated cost for the additional licenses for the remainder of year one of the contract is $6,490.80. Year 2 of the contract begins April 15, 2026. At that time $16,011.23 will be due for the additional licenses. The total fiscal year 2026 cost for the additional licenses is $22,502.03.

Sufficient funds are available in account 113-10-216-5402 – IT Subscriptions, Licenses, & Maintenance Renewal of the Building Division Fund. Additionally, due to significant growth experienced in recent years, the Building Division has substantial available revenue within the Building Fund. State law requires Building Division funds to be used to support Building Division services to the community.

FINANCIAL IMPACT

Total cost for fiscal year 2026 is $22,502.03. Years 3 through 5 of the Accela contract, including the additional licenses, will be budgeted accordingly.

STRATEGIC PLAN ALIGNMENT

The purchase and implementation of new Building Division permitting software is not specifically defined as a goal or strategy within the Strategic Plan. However, it is most aligned with the Responsible Government Strategic Pillar, specifically the efficiency and innovation elements.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of seven (7) additional licenses for the Accela permitting and licensing software and authorize the City Manager, or his designee, to take any further action necessary to implement full optimization of the Accela software platform.

ATTACHMENT

- Accela Order Form

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Zach Ramsey
Contact Phone:
Contact Email: zramsey@accela.com
Quote ID: Q-38227
Valid Through: 1/16/2026
Currency: USD

Order Form

Address Information

Bill To:
Winter Haven Building Permits & Licenses
451 Third Street NW
Winter Haven, Florida 33881
United States

Ship To:
Winter Haven Building Permits & Licenses

, ,
United States

Billing Name: Brian Wells
Billing Phone: 8635147464
Billing Email: bwells@mywinterhaven.com

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 1	11/17/2025	04/15/2026	5	$2,231.53	7	$6,490.80
> Accela Building - SaaS	Year 1	11/17/2025	04/15/2026	5	$0.00	7	$0.00
> Accela Planning - SaaS	Year 1	11/17/2025	04/15/2026	5	$0.00	7	$0.00
> Accela Business Licensing - SaaS	Year 1	11/17/2025	04/15/2026	5	$0.00	7	$0.00
						TOTAL:	$6,490.80

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 2	04/16/2026	04/15/2027	12	$2,287.32	7	$16,011.23
> Accela Building - SaaS	Year 2	04/16/2026	04/15/2027	12	$0.00	7	$0.00
> Accela Planning - SaaS	Year 2	04/16/2026	04/15/2027	12	$0.00	7	$0.00
> Accela Business Licensing - SaaS	Year 2	04/16/2026	04/15/2027	12	$0.00	7	$0.00
						TOTAL:	$16,011.23

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 3	04/16/2027	04/15/2028	12	$2,344.50	7	$16,411.51
> Accela Building - SaaS	Year 3	04/16/2027	04/15/2028	12	$0.00	7	$0.00
> Accela Planning - SaaS	Year 3	04/16/2027	04/15/2028	12	$0.00	7	$0.00
> Accela Business Licensing -	Year 3	04/16/2027	04/15/2028	12	$0.00	7	$0.00

SaaS							
						TOTAL:	$16,411.51

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 4	04/16/2028	04/15/2029	12	$2,403.11	7	$16,821.80
> Accela Building - SaaS	Year 4	04/16/2028	04/15/2029	12	$0.00	7	$0.00
> Accela Planning - SaaS	Year 4	04/16/2028	04/15/2029	12	$0.00	7	$0.00
> Accela Business Licensing - SaaS	Year 4	04/16/2028	04/15/2029	12	$0.00	7	$0.00
						TOTAL:	$16,821.80

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Multi Solution User	Year 5	04/16/2029	04/15/2030	12	$2,463.19	7	$17,242.34
> Accela Building - SaaS	Year 5	04/16/2029	04/15/2030	12	$0.00	7	$0.00
> Accela Planning - SaaS	Year 5	04/16/2029	04/15/2030	12	$0.00	7	$0.00
> Accela Business Licensing - SaaS	Year 5	04/16/2029	04/15/2030	12	$0.00	7	$0.00
						TOTAL:	$17,242.34

Pricing Summary

Period	Net Total
Year 1	$6,490.80
Year 2	$16,011.23
Year 3	$16,411.51
Year 4	$16,821.80
Year 5	$17,242.34
Total	**$72,977.68**

Additional Terms:

1. Notwithstanding anything to the contrary, this Order Form for Subscription Services, Enhanced Reporting Database (ERD), and Managed Application Services (MAS) is governed by the applicable terms and conditions at Accela Terms (collectively, the “Agreement”))

2. No additional or conflicting terms or conditions stated in Customer’s order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

Signatures	
Accela, Inc.	**Customer**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

DATE: January 8, 2026

TO: Honorable Mayor and City Commissioners

FROM: T. Michael Stavres, 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.

The City Manager has been extended an invitation to participate in the ICMA 2026 Global Exchange Program in Ireland, March 22-26, 2025. The Global Exchange Program allows ICMA members to interact directly with City/County Managers in the host country, sharing insights and best management practices in addressing matters of concern to municipal government leaders. Key topics to be covered in the 2026 Global Exchange include Climate Change/Action; Smart Cities; Tourism; Economic Development & Economy Safety Initiatives; Estuaries; Energy; Rural Development Models; Social Issues; and Key Issues in Local Government from a National Perspective. The Global Exchange Program is a highly competitive program, limited to the selection of approximately 60 ICMA members.

In accordance with the City Commission's Policy, approval of the City Manager's participation in the ICMA 2026 Global Exchange Program is requested.

Event:	ICMA 2026 Global Exchange
Dates:	March 21-27, 2026 (includes travel days)
Location:	Ireland
Attendee:	City Manager Stavres

FINANCIAL IMPACT

Program registration is $700; accommodations within the ICMA Room Block during the program are estimated at $1,815; airfare is expected to be no more than $1,000. The total cost is expected to not exceed $3,515. There is funding in the City Manager's cost center to cover the expense associated with this travel and training.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.2 – Engage and participate in legislative matters (State & Federal) and advocate for Home Rule and local priorities.
- **Strategy:** 6.2.1 – Strategically engage in local, State and national professional organizations and coalitions.

RECOMMENDATION

Staff recommends the City Commission approve the travel as outlined above.

DATE: December 10, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity and Community Investment Director

SUBJECT: **Resolution R-26-01:** Acceptance of three County Deeds from Polk County

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BACKGROUND

On July 22, 2025 Polk County, Florida delivered five County Deeds for vacant residential real property acquired by the County through the escheatment process. Two of the County Deeds indicate a 1/24th ownership in the property by the City. As such, these County Deeds will not be affirmatively accepted at this time, pending further review by the City Attorney's office.

Resolution R-26-01 formally accepts the three remaining County Deeds, each indicating all rights and interests are granted to the City of Winter Haven.

FINANCIAL IMPACT

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

STRATEGIC PLAN ALIGNMENT

The acceptance of real property transferred to the City, from the County, via the escheatment process is not specifically defined as a goal or strategy within the Strategic Plan. However, it is most aligned with the Responsible Government and Quality of Life Strategic Pillars.

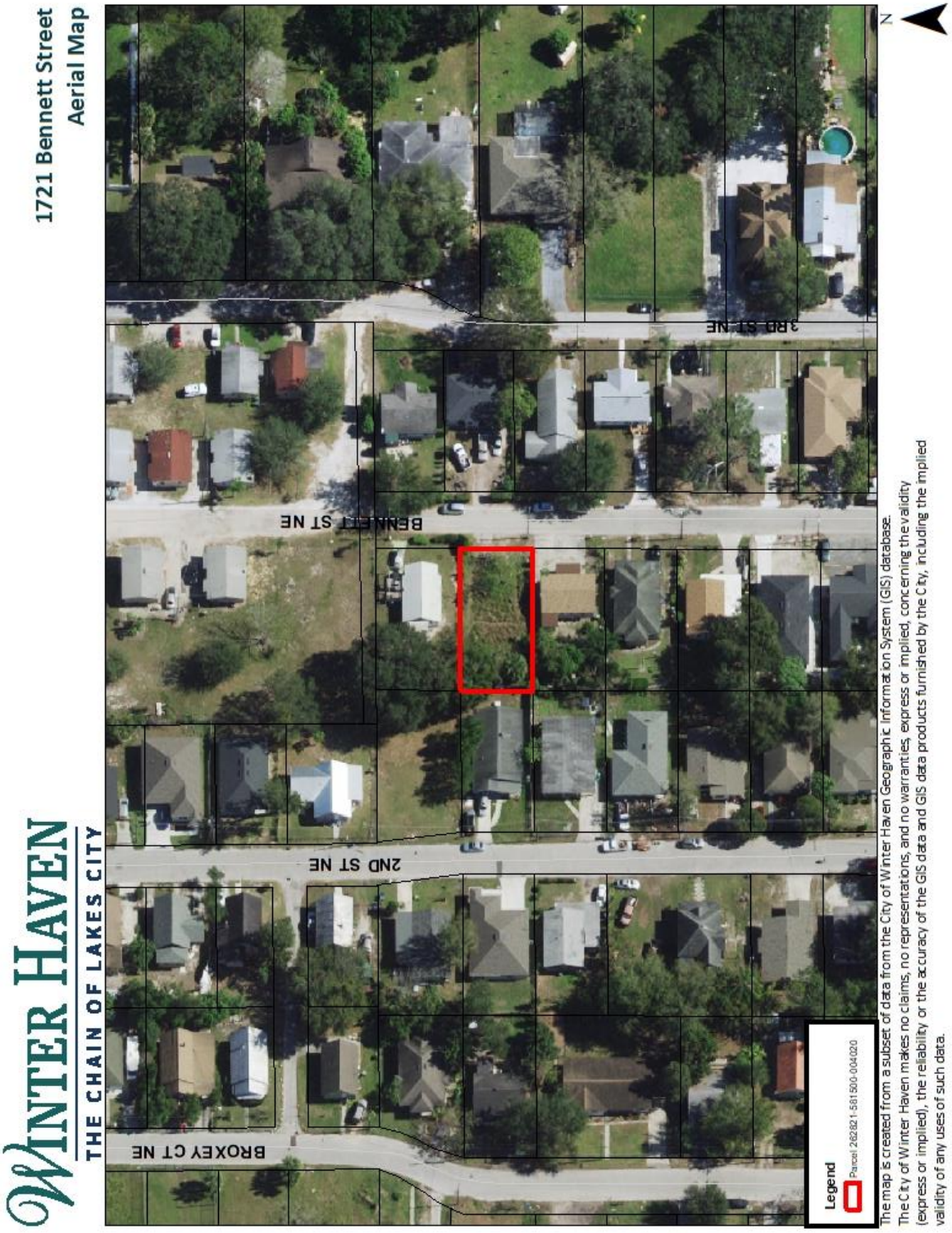
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-01 and authorize the City Manager or his designee to take further necessary actions related to this matter.

ATTACHMENTS

- Location Maps
- Resolution R-26-01

1721 Bennett Street
Aerial Map




325 Avenue O, NW
Aerial Map
AVENUE P NW
3RD ST NW
AVENUE O NW
N
Legend
Parcel 262820-560000-000113
WINTER HAVEN
THE CHAIN OF LAKES CITY
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.


0 First Street, North
Aerial Map
BROXEY CT NE
AVENUE Q NE
1ST ST N
QUENTIN AVE NW
AVENUE Q NW
2ND ST NW
N
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Parcel 262820-559500-015090
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.

RESOLUTION NO. R-26-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF CERTAIN REAL PROPERTIES FROM POLK COUNTY, FLORIDA TO THE CITY OF WINTER HAVEN, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE COUNTY DEEDS EXECUTED BY POLK COUNTY, FLORIDA TO THE CITY OF WINTER HAVEN AND RECORDED ON JULY 16, 2025, IN OFFICIAL RECORDS BOOK 13625, PAGES 1361, 1362, AND 1364 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property with a Polk County Property Appraiser Parcel Identification Number 262820-560000-000113 was acquired by Polk County on July 15, 2024 through an Escheatment Tax Deed which was subsequently recorded in Official Records Book 13193, Page 631. Said parcel contains approximately 8,994 square feet and is located along the north side of Avenue O NW, west of 3rd Street NW; and

WHEREAS, property with a Polk County Property Appraiser Parcel Identification Number 262821-581500-004020 was acquired by Polk County on August 30, 2024 through an Escheatment Tax Deed which was subsequently recorded in Official Records Book 13250, Page 986. Said parcel contains approximately 5,100 square feet and is located along the west side of Bennett Street, north of Avenue Q NE; and

WHEREAS, property with a Polk County Property Appraiser Parcel Identification Number 262820-559500-015090 was acquired by Polk County on March 13, 1998 through an Escheatment Tax Deed which was subsequently recorded in Official Records Book 3991, Page 2103. Said parcel contains approximately 1,019 square feet and is located to the west of 1st Street N and north of Avenue Q NW; and

WHEREAS, on July 22, 2025, Polk County, Florida delivered County Deeds for the aforementioned real properties, more particularly described herein and attached hereto as Exhibit “A” and incorporated herein by reference, to the City of Winter Haven, Florida; and

WHEREAS, said County Deeds were recorded on July 16, 2025, in Official Records Book 13625, Pages 1361, 1362, and 1364, respectively Public Records of Polk County, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE

CITY OF WINTER HAVEN, FLORIDA:

1. The City Commission of the City of Winter Haven, Florida hereby affirmatively accepts from Polk County, Florida the conveyance of said real properties described in the County Deeds delivered and recorded on July 16, 2025, in Official Records Book 13625, Pages 1361, 1362, and 1364, respectively Public Records of Polk County, Florida, copies of which are attached hereto as Exhibit “A” and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 12th day of January, 2026.

CITY OF WINTER HAVEN

_____
MAYOR

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

EXHIBIT “A”
to Resolution R-26-01

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

INSTR # 2025165414
BK 13625 Pg 1362 PG(s)1
RECORDED 07/16/2025 09:32:54 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC $0.70
RECORDING FEES $10.00
RECORDED BY abigzamb

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Parcel I.D. No.: 262820-560000-000113

COUNTY DEED

THIS DEED, made this 15th day of July, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, whose address is, 451 Third Street, NW, Winter Haven, Florida 33881, Grantee.

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

The East 62 feet of the West 186 feet of Lot 11 of A. B. HARRINGTON’S SUBDIVISION, as shown on the map or plat thereof recorded in Plat Book 2, at Page 91, Public Records of Polk County, Florida. Lying and being in Section 20, Township 28 South, Range 26 East.

Being the same property described in that certain Escheatment Tax Deed recorded in Official Records Book 13193 at Page 631, Public Records of Polk County, Florida.

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: Alison Brown
Deputy Clerk

GRANTOR:
Polk County, a political subdivision of the state of Florida

By: _____
T.R. Wilson, Chairman
Board of County Commissioners
R24

(Seal)

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

INSTR # 2025165413
BK 13625 Pg 1361 PG(s)1
RECORDED 07/16/2025 09:32:54 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC $0.70
RECORDING FEES $10.00
RECORDED BY abiszamb

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Parcel I.D. No.: 262821-581500-004020

COUNTY DEED

THIS DEED, made this 15th day of July, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, whose address is, 451 Third Street, NW, Winter Haven, Florida 33881, Grantee.

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

Lot 2, Block 4, of SECOND REPLAT OF IDA M. SMITH'S SUB, as shown on the map or plat thereof recorded in Plat Book 33, Page 16, Public Records of Polk County, Florida. Lying and being in Section 21, Township 28 South, Range 26 East.

Being the same property described in that certain Corrective Escheatment Tax Deed recorded in Official Records Book 13250 at Page 986, Public Records of Polk County, Florida.

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: Alison Brown
Deputy Clerk

GRANTOR:
Polk County, a political subdivision of the state of Florida

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

R24

(Seal)

RETURN TO POLK COUNTY
REAL ESTATE SERVICES OFFICE BOX

This instrument prepared under
The direction of:
R. Wade Allen, Director
Polk County Real Estate Services
P. O. Box 9005, Drawer RE 01
Bartow, Florida 33831-9005
By: Melanea Hough
Parcel I.D. No.: 262820-559500-015090

INSTR # 2025165416
BK 13625 Pg 1364 PG(s)1
RECORDED 07/16/2025 09:32:54 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC $0.70
RECORDING FEES $10.00
RECORDED BY abiszamb

COUNTY DEED

THIS DEED, made this 15th day of July, 2025 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, whose address is, 451 Third Street, NW, Winter Haven, Florida 33881, Grantee.

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

A portion of Lot 15, INMAN'S ALLOTMENT, according to map or plat thereof recorded in Plat Book 2, Page 24, Public Records of Polk County, Florida described as follows:

Begin 50-feet North and 200-feet East of the Southwest corner of said Lot 15; thence run East 25-feet; thence South 50-feet; thence West 25-feet; thence North 50-feet to the Point of Beginning LESS and EXCEPT the North 15-feet of the South 47-feet of the West 15-feet of the East 100-feet of said Lot 15. Lying and being in Section 20, Township 28 South, Range 26 East.

Being the same property described in that certain Tax Deed recorded in Official Records Book 3991 at Page 2103, Public Records of Polk County, Florida.

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

(Seal)

GRANTOR:
Polk County, a political subdivision of the state of Florida

By: _____
T.R. Wilson, Chairman
Board of County Commissioners

DATE: December 16, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-26-01:** Request by Lake Ashton II CDD to amend a portion of Planned Unit Development Ordinance O-07-78. **General Location:** The subject property is located in Lake Ashton II, generally located east of County Road 653 and west of Rattlesnake Lake, and consists of the common area parcels containing the amenity center and rights-of-way for the Lake Ashton II CDD. The area covered by this request is 54.18± acres.

BACKGROUND

Lake Ashton II CDD, petitioner, requests the City amend a portion of Planned Unit Development (PUD) Ordinance O-07-08. The property subject to this request is the common area parcels containing the amenity center and rights-of-way for the Lake Ashton II generally located east of County Road 653 and west of Rattlesnake Lake.

The petitioner's only proposed amendment is to add mobile food vending as a permitted use on the subject property. Community events are scheduled at the amenity center for Lake Ashton II residents and they intend to include mobile food vendors as a part of these events. Section 21-98 of the Winter Haven Code of Ordinances regulates mobile food vending activity, and if adopted, any mobile food vending on the subject property would be subject to these provisions.

SURROUNDING USES

The common area parcels subject to this request are located in Lake Ashton II and surrounded by single-family homes located within the subdivision.

INFRASTRUCTURE

As this request is an amendment to add mobile food vending as a permitted use to the already developed property, no additional impacts to public infrastructure are expected.

COMPREHENSIVE PLAN

The subject property is designated as a combination of Neighborhood Suburban and Conservation Future Land Uses. The proposed PUD amendment is consistent with these designations.

NOTIFICATION

All notification requirements for this request were met.

FINANCIAL IMPACT

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

This is a request initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine zoning amendment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 1, 2025 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

The addition of mobile food vending as a permitted use on the common area parcels subject to this request does not represent a significant amendment to the PUD. As this request is an amendment to add mobile food vending as a permitted use to the already developed property, no additional impacts to public infrastructure are expected.

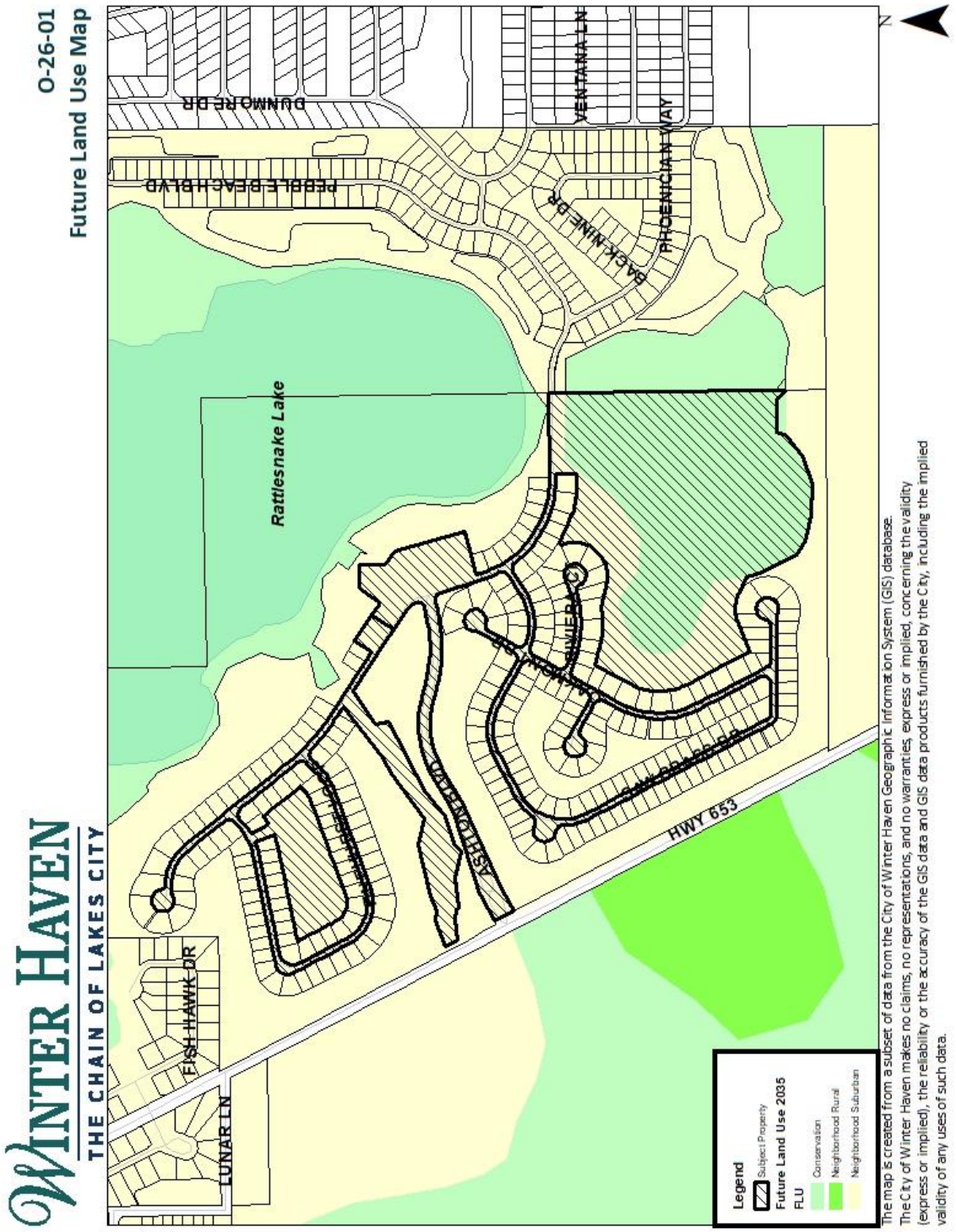
RECOMMENDATION

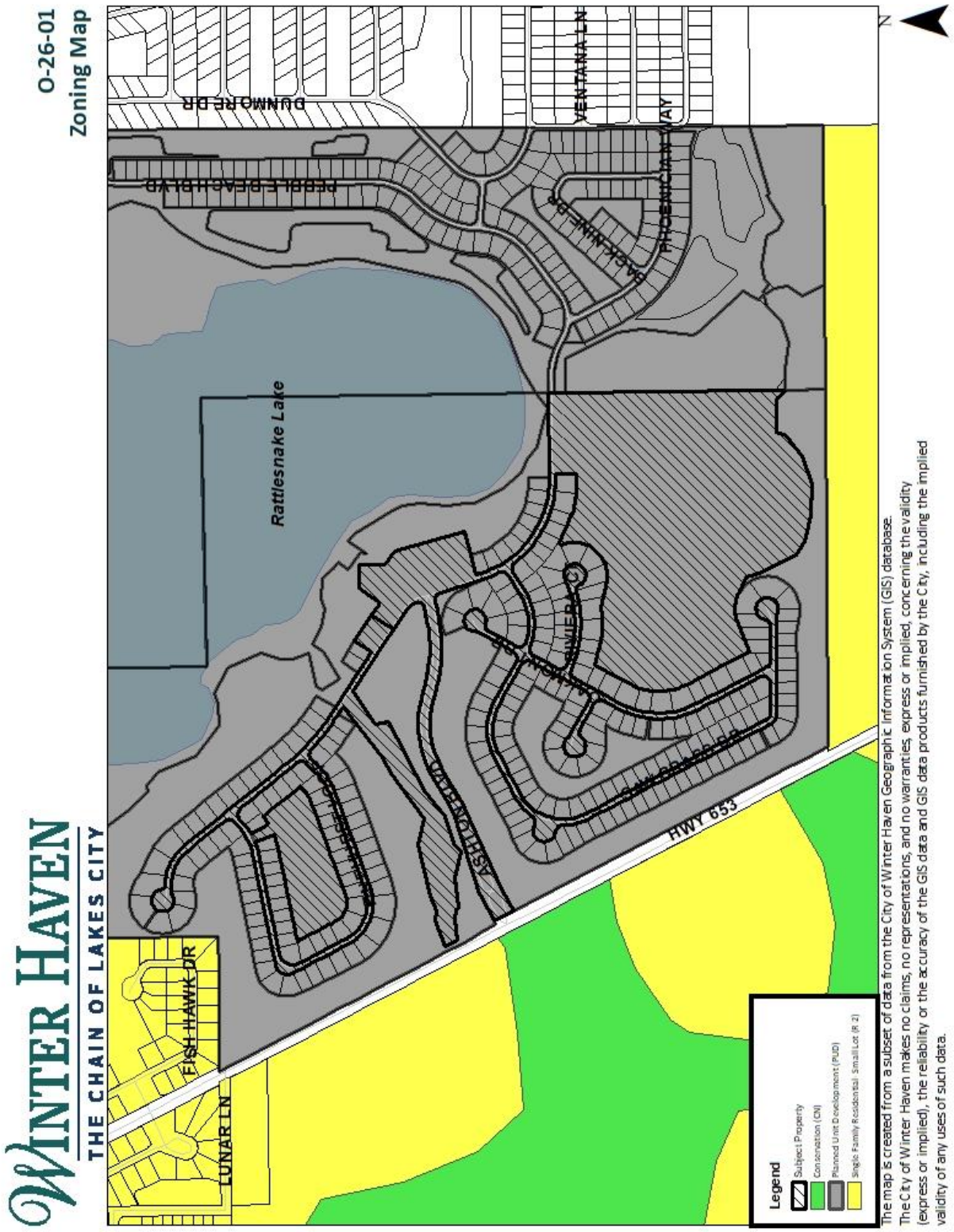
Staff recommends the City Commission approve Ordinance O-26-01.

ATTACHMENTS

- Future Land Use Map
- Zoning Map

- Aerial Map
- Ordinance O-26-01


O-26-01
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
DUNMORE DR
PEBBLE BEACH BLVD
BACK NINE DR
PHOENICIAN WAY
VENTANA LN
Rattlesnake Lake
CYPRESS POINT DR
CYPRESS POINT CT
CYPRESS POINT PL
CYPRESS POINT CIR
CYPRESS POINT WAY
HWY 653
FISH HAWK DR
LUNAR LN
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Neighborhood Rural
Neighborhood Suburban
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity
(express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied
validity of any uses of such data.


O-26-01
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
Rattlesnake Lake
DUNMORE DR
PEBBLE BEACH BLVD
SAGE MINE DR
PHOENICIAN WAY
VENTANA LN
HWY 653
FISH HAWK DR
LUNAR LN
Legend
Subject Property
Conservation (CN)
Planned Unit Development (PUD)
Single Family Residential Small Lot (R-2)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

O-26-01
Aerial Map



The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

ORDINANCE NO. O-26-01

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY AMENDING A PORTION OF PLANNED UNIT DEVELOPMENT ORDINANCE O-07-78; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject property is located in Lake Ashton II, generally located east of County Road 653 and west of Rattlesnake Lake, and consists of the common area parcels containing the amenity center and rights-of-way for the Lake Ashton II CDD. The area covered by this request is 54.18± acres.)

WHEREAS, there has been a request to amend a portion of an existing Planned Unit Development (PUD), and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2035 Winter Haven Comprehensive Plan, and;

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend a portion of Planned Unit Development Ordinance O-07-78 on land as further depicted in Exhibit "A" attached hereto and made a part of this ordinance.

2. The property subject to PUD Ordinance O-26-01 shall be subject to the following conditions:

A. All conditions of Planned Unit Development Ordinance O-07-78 shall remain in effect with the addition of the following condition:

    1. Mobile food vending shall be a permitted use.

B. All other code requirements not specifically addressed by this Planned Unit Development 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 to the extent necessary to give this Ordinance full force and effect.

6. This Ordinance shall be effective immediately; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 12th day of January, 2026.

PASSED on second reading this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

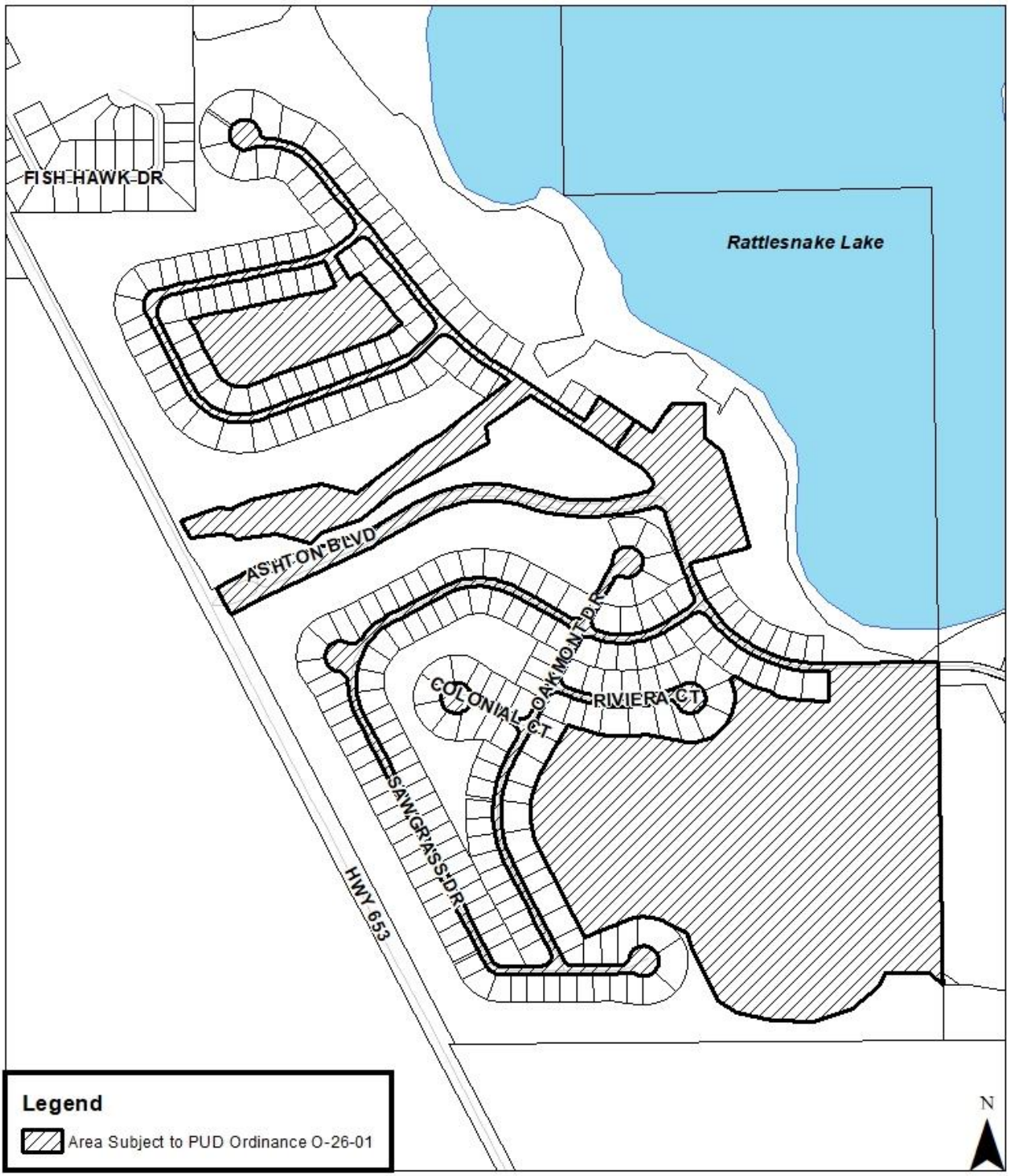
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


FISH HAWK DR
Rattlesnake Lake
ASHTON BLVD
OAKMONT DR
COLONIAL CT
RIVIERA CT
SAWGRASS DR
HWY 653
Legend
Area Subject to PUD Ordinance O-26-01
N

DATE: December 16, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-26-02:** Administrative request to amend the Capital Improvements Element of the Comprehensive Plan to update the 5-year Schedule of Capital Improvements and to revise Capital Improvements Element Policies 1.1.7 and 1.1.8 relating to the adoption of the Florida Department of Transportation's and Polk County's 2025/2026 through 2029/2030 Transportation Improvement Programs and the Polk County School Board's 2025/2026 through 2029/2030 Facilities Work Program by reference.

BACKGROUND

Florida Statutes require all local governments to adopt a 5-year Schedule of Capital Improvements as part of its Comprehensive Plan. This update includes fiscal years 2025/2026 through 2029/2030, and is derived from the City's 2025/2026 Operating Budget adopted by the City Commission September 22, 2025, and projects for which grants will be sought.

The 5-year Schedule of Capital Improvements consists of items identified in the Capital Improvement Program portion of the City's Operating Budget that implement specific objectives and policies contained in the Comprehensive Plan and those future projects for which grant funding will be pursued. Per Capital Improvements Element Policy 1.1.3, only those projects with a minimum cost of $25,000 and a minimum service life of five (5) years are included.

Total capital spending for the proposed 5-year schedule is approximately $391 million. Funding is provided from a combination of general and enterprise funds, impact fees, grants, bond revenues, loans, State and County revenue sharing, and private contributions.

Policies 1.1.7 and 1.1.8 formally adopt by reference the current FDOT 5-year Work Program, the Polk County 5-year Transportation Work Program, and the 5-year work program adopted by the Polk County

School Board. Adopting these work programs is necessary to fully implement the City's concurrency management system.

FINANCIAL IMPACT/BUSINESS IMPACT STATEMENT:

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

The following is submitted in order to demonstrate compliance with Chapter 166.041(4) of Florida Statutes to the extent that such compliance is even necessary. Ordinance O-26-02 adopts the annual update to the 5-year Schedule of Capital Improvements into the 2035 Winter Haven Comprehensive Plan. There are no anticipated compliance costs associated with Ordinance O-26-02, and due to the non-regulatory nature of the proposed ordinance, no impacts to businesses are expected. There are no new charges or fees associated with Ordinance O-26-02 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinance O-26-02. This Ordinance will not affect any businesses operating within the City of Winter Haven.

STRATEGIC PLAN ALIGNMENT

This is an amendment to the 2035 Winter Haven Comprehensive Plan which adopts the annual update to the 5-year Schedule of Capital Improvements, and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability, Infrastructure, and Responsible Government Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 1, 2025 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-02 and authorize the City Manager or his designee to take all necessary actions related to Ordinance O-26-02.

ATTACHMENT

- Ordinance O-26-02

ORDINANCE NO. O-26-02

AN ORDINANCE AMENDING ORDINANCE 23-24 THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY AMENDING THE SCHEDULE OF CAPITAL IMPROVEMENTS PORTION OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF WINTER HAVEN COMPREHENSIVE PLAN; REVISING CAPITAL IMPROVEMENTS ELEMENT POLICIES 1.1.7 AND 1.1.8; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, proposed amendments to the Capital Improvements Element of the City of Winter Haven 2035 Comprehensive Plan, have been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the 2035 Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven; and

WHEREAS, a Business Impact Statement has been prepared to demonstrate compliance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)) to the extent that such compliance is even necessary.

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

1. That the Capital Improvements Element of the City of Winter Haven 2035 Comprehensive Plan is hereby amended by revising the Schedule of Capital Improvements to include Fiscal Years 2025/2026 through 2029/2030, to read as shown in Exhibit "A" which is attached hereto and made a part hereof.

2. That Capital Improvements Element Policy 1.1.7 is hereby amended to read as follows (Old language is ~~stricken through~~ and new language is <u>underlined</u>):

   Policy 1.1.7: The City shall adopt by reference, the ~~2024/2025~~ <u>2025/2026</u> through ~~2028/2029~~ <u>2029/2030</u> Florida Department of Transportation (FDOT) and Polk County Transportation Improvement Programs (TIP), as approved by the Polk Transportation Planning Organization (TPO), as part of the City's Schedule of Capital Improvements.

3. That Capital Improvements Element Policy 1.1.8 is hereby amended to read as follows (Old language is ~~stricken through~~ and new language is <u>underlined</u>):

   Policy 1.1.8: The City shall adopt by reference, the Polk County School Board's ~~2024/2025~~ <u>2025/2026</u> through ~~2028/2029~~ <u>2029/2030</u> Facilities Work Program, as approved by the Polk County School Board, as part of the City's Schedule of Capital Improvements.

4. 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.

5. All ordinances in conflict herewith are hereby repealed.

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

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

INTRODUCED on first reading this 12th day of January, 2026.

PASSED on second reading this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"
Page 1 of 11

Ordinance O-26-02
Exhibit "A"

Page 1 of 11

Capital Improvements Element

Schedule of Capital Improvements

Fiscal Years 2025/2026 through 2029/2030

Note: Projects contained in Years One through Three as notated in **Red** can be used to meet concurrency requirements.

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
TRANSPORTATION										
Multi-modal										
Avenue C, SE (First Street S to 6th Street SE)	$1,621,427	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Transportation Enhancement Grant- $1,336,427; Ad Valorem Taxes- $285,000		$285,000 (Design)		$1,336,427 (Construction)		Proposed improvements will reduce oversized lane widths of a 2-lane collector street into a corridor with an 8-foot sidewalk along the north side of the street, reconstruction of the existing 5-foot sidewalk located along the south side of the street, reducing travel lanes to 11 feet, adding defined on-street parking where space permits, landscaping, and minor drainage improvements.
Avenue D, NW	$2,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$2,000,000 (Design & Construction)	Avenue D, NW is a key east/west collector roadway lying immediately north of downtown. With many pedestrian oriented improvements occurring in the core of downtown along Central Avenue, Avenue D, NW is experiencing increased traffic. The 2016 Winter Haven Downtown Transportation Plan recognizes this and indicated improvements are needed along this corridor.
West Central Avenue	$856,366	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grant- $371,366; City- $285,000			$285,000 (Design)		$371,366 (Construction)	Design and construction of sidewalk upgrades, lighting, and on-street parking along West Central Avenue between West Lake Howard Drive and Sixth Street, SW (US 17).
Cypress Gardens Blvd Corridor Vision Plan implementation	$4,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$4,000,000	This will be an initial project to begin implementation of findings identified in FDOT's 2020 Corridor Vision Plan for Cypress Gardens Boulevard between Cypress Gardens Road and Waterview Way. The end goal is to begin transforming this corridor from a rural cross-section to an urban cross-section. Initial efforts will focus on upgraded sidewalks, street lighting, and landscaping.
Eighth Street/Avenue L NW	$1,542,720	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,257,720; Ad Valorem Taxes	$285,000 (Design)		$1,257720 (Construction			Design and construct approximately 2,400 feet of multi-modal improvements to include sidewalks/multi-use path, intersection improvements, and a lane width reduction for Eighth Street, NW and Avenue L, NW between North Lake Howard Drive and Sixth Street, NW (US Highway 17)
Eighth Street SE	$1,279,377	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $893,377; Ad Valorem Taxes- $386,000	$285,000 (Design)	$994,377 (Construction)				Design and construct approximately 2,400 feet of multi-modal improvements to include sidewalks/multi-use path and intersection improvements between Cypress Gardens Blvd and Avenue K, SE

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
East Lake Howard Trail and Trailhead (Avenue B, NW to Lake Howard/Lake May Canal)	$735,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Ad Valorem Taxes	$160,000 (Design)			$575,000 (Construction)		Design and construction of a 3,500+ foot multi-use trail and sidewalks along the eastern side of Lake Howard from Avenue B, NW to Lake Howard/Lake May Canal. This trail will provide a connection to neighborhoods in southwest Winter Haven from the Chain of Lakes Trail network. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail.
Fifth Street, SE	$1,400,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT Grants- To be applied for; Ad Valorem Taxes					$1,400,000	Design and construction of approximately 2,600 feet of multi-modal improvements along Fifth Street, SE between Avenue G, SE and Avenue C, SE
Fourth Street, NE	$1,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT Grants- To be applied for; Ad Valorem Taxes					$1,000,000	Design and construction of approximately 1,500 feet of multi-modal improvements along Fourth Street, NE between Avenue K, NE and Avenue O, NE
North Lake Maude Drive	$1,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT Grants- To be applied for; Ad Valorem Taxes					$1,000,000	Design and construction of approximately 1,200 feet of multi-modal improvements along North Lake Maude Drive between Third street, NE and Edwin Street, NE. This project would include a connecting sidewalk(s) along either Third Street, NE or Fourth Street, NE back to Martin Luther King Boulevard
South Lake Howard Trail (15th St SW to Avenue G NW)	$3,294,800	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Congressional Appropriation- $750,000; Ad Valorem Taxes	$294,800 (Design)			$3,000,000 (Construction)		• (15th Street SW to Avenue C, SW): Design and construct a 3,200-foot multi-use trail along the shore of Lake Howard from 15th Street, SW to Avenue C, SW. The trail will aid in providing a connection between downtown and the Lake Howard Nature Park. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a multi-use trail; • (Avenue C, SW to Avenue G, NW): Corridor analysis for a trail connection along the western side of Lake Howard between Avenue C, SW and Avenue G, NW. The specific route for this trail has not been finalized. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail.
East Lake Martha Drive	$1,453,508	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grant- $1,168,508; City- $285,000			$285,000 (Design)		$1,168,508 (Construction)	Design and construction of upgraded sidewalks and crosswalks along both sides of East Lake Martha Drive between Avenue C, NE and Avenue K, NE.

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Sixth Street, SW	$1,230,873	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,042,854; Ad Valorem Taxes- $188,019	$165,000 (Design)		$1,065,873 (Construction)			The Sixth Street, SW Complete Street improvements will convert the existing former 4-lane roadway between Avenue C, SW and Avenue G, SW into a corridor with two, 10 to 11-foot travel lanes (existing), a median/center turn lane, landscaping, rain gardens, and an 8-foot sidewalk along the eastern side of the roadway. The project will also provide 5 to 6-foot wide infill sidewalks along Avenue G, SW between Fifth Street, SW and Seventh Street, SW. This project was identified by the 2015 Winter Haven Downtown Transportation Plan.
North Lake Shipp Drive Reconstruction (Avenue Q, SW to CSX RR Tracks)	$4,285,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes- $150,000; FDOT Grants (To be applied for)	$285,000 (Design)			$4,000,000 (Construction)		A Major focus of this effort is accommodating safer pedestrian movement. Additional improvements include bicycle facilities, drainage improvements, sidewalks.
Old Helena Road Multi-use Trail	$1,235,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Ad Valorem Taxes; FDOT Grant- $592,094	$285,000 (Design)	$950,000 (Construction)				Design and construction of a minimum 8-foot wide, 3,800-foot long multi-use trail along Old Helena Road between Legoland Way and Cypress Gardens Boulevard. This project supports concepts contained in FDOT's *2021 Cypress Gardens Boulevard Corridor Study*.
Roselawn Street SW	$1,317,725	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,145,848.; Ad Valorem Taxes- $171,877			$171,877 (Design)		$1,145,848 (Construction)	Design and construction of multi-modal improvements to include sidewalks and intersection improvements from 16th Street, SW to Avenue O, SW
Third Street, NW (Avenue D, NW to S Lake Silver Dr)	$3,500,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,690,315; Ad Valorem Taxes- $1,809,685	$3,500,000 (Construction)					The 3rd Street NW multi-modal improvements will convert the existing roadway between Avenue D, NW and South Lake Silver Drive into a corridor with two, 10 to 11-foot travel lanes, upgraded parking, landscaping, rain gardens, and a roundabout, and improved pedestrian safety amenities.
US Highway 17 Corridor Vision Plan Implementation	$2,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$2,000,000	This will be an initial project to begin implementation of findings identified in FDOT's 2020 Corridor Vision Plan for US Highway 17 between Cypress Gardens Boulevard and Motor Pool Road. Focus will be on upgrading sidewalks and crosswalks, traffic calming, and addressing midblock crossing opportunities.
Neighborhood Sidewalks	$825,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	General Fund- $660,000; DT CRA- $75,000; FV CRA- $75,000; Transportation Fund- $150,000	$165,000	$165,000	$165,000	$165,000	$165,000	Sidewalk improvement program to address ongoing sidewalk improvements, including construction of infill sidewalks throughout the City.

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Roadways										
Cypress Gardens Blvd (SR 540) Congestion Improvements (6th, 8th, and 9th Street, SE)	$1,900,000	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes- $2,400,000; Transportation Impact Fees- $200,000	$1,900,000 (R-O-W Acquisition)					This project will address congestion and delays along Cypress Gardens Boulevard at the 6th Street, SE, 8th Street, SE, and 9th Street, SE intersections.
Logistics Parkway Extension	$2,157,285	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Interlocal Agreement- $1,807,579; Water Connections Fees- $349,706	$2,157,285					Project will connect Pollard Road to the existing Logistics Parkway. The project will also include a multi-use trail, sidewalk, and lighting.
Roosevelt Drive Extension (Cypress Gardens Blvd to Register Rd)	$1,000,000	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $927,935; Ad Valorem Taxes; Trans Impact Fees	$1,000,000 (Construction)					Reconstruction and completion of Roosevelt Drive with sidewalks between Cypress Gardens Blvd and Register Rd. This project was identified in FDOT's *2021 Cypress Gardens Boulevard Corridor Study*.
Transportation and Sidewalk Improvement Program	$10,000,000	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	Re-paving and sidewalk projects City-wide.
Signalized Intersection Timing Upgrades	$75,000	Transportation Objective 1.1	LOS D + 10%	Ad Valorem Taxes	$15,000	$15,000	$15,000	$15,000	$15,000	Identified upgrades will aid in traffic flow and improve overall level of service of the roadway network.
Airport										
Eastern Itinerant Aircraft Parking Apron	$500,000	Transportation Objective 1.11	NA	FDOT- $400,000; City- $100,000					$500,000	Design and construction of additional itinerant aircraft parking apron to the North Apron
Executive Hangar #139	$792,710	Transportation Objective 1.11	NA	FAA- $630,810; FDOT- $80,950; City- $80,950				$792,710		This project will construct additional itinerant aircraft parking adjacent to the north apron, resulting in additional capacity.
Runway 5/23 and Taxiway B Rehabilitation	$288,400	Transportation Objective 1.11	NA	FDOT- $230,720; City- $57,680					$288,400	This project would rehabilitate runway 5/23, Taxiway B, and the intersection of Runways 11/29 and 5/23.
T-Hangar Taxi-lane Rehabilitation	$2,760,000	Transportation Objective 1.11	NA	FAA Grant- $2,484,000; FDOT Grant- $138,000; Ad Valorem Taxes- $138,000	$2,760,000 (Design & Construction)					Rehabilitate existing taxi-lanes between t-hangar buildings located in the south quadrant of the airport. The proposed approach includes a mill and overlay of the asphalt
Runway 11/29 PAPIs	$225,000	Transportation Objective 1.11	NA	FDOT- $180,000; City- $45,000		$225,000 (Construction)				Addition of these navigational aids will enhance safety at airport
Taxiway E Extension	$2,310,000	Transportation Objective 1.11	NA	FAA- $2,079000; FDOT- $115,500; City- $115,500			$210,000 (Design)	$2,100,000 (Construction)		Design and construct an extension to Taxiway E from midfield to approach end of Runway 29. The extension will help with development of the eastern quadrant of the airport
TOTAL TRANSPORTATION	**$66,388,191**				**$15,257,085**	**$4,634,377**	**$5,455,470**	**$13,984,137**	**$17,054,122**	

SANITARY SEWER

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Treatment Plants										
Wastewater Treatment Plant 3 (Water Resource Facility at Pollard Rd)	$165,600,000	Sanitary Sewer Objectives 1.1 and 1.3; Water Supply Objective 1.1	250.0 gallons /person/ day	Grants- $16,800,000; Revenue Bonds- $98,400,000; SRF Loan- $50,400,000;	$5,800,000	$19,950,000	$33,850,000	$60,350,000	$45,650,000	Wastewater Treatment Plant 3 is nearing its projected end of its useful life and permitted capacity. Project will design and construct improvements to allow the plant's capacity to be increased to 12.0 MGD. This project will provide the opportunity to add more modern treatment and effluent discharge applications.
Line Extensions/Upgrades										
North Lake Shipp Drive Utility Improvements	$3,200,000	Sanitary Sewer Objective 1.1	250.0 gallons /person/ day	Sewer Connection Fees- $850,000; Water Connection Fees- $850,000; Grants- $1,500,000	$100,000	$1,100,000	$2,000,000			Design and construction of upgraded gravity lines and force-main along the North Lake Shipp Drive corridor. The upgraded line will increase capacity and improve reliability in the southwest portion of the City.
Septic to Sewer Conversions- Remediation Area 6A (E Lk Hartridge)	$4,375,088	Sanitary Sewer Objective 1.3	250.0 gallons /person/ day	Grants- $3,964,438; SRF Loan- $410,650	$1,171,438	$1,203,650	$1,000,000	$1,000,000		Design, permit, and construction of wastewater infrastructure to properties presently utilizing septic systems for wastewater disposal. This project will reduce nutrient loading to nearby waterbodies.
Sewer Force-main Extensions	$4,820,000	Sanitary Sewer Objective 1.1	250.0 gallons /person/ day	Sewer Connection Fees- $4,420,000; Operating Revenues- $300,000	$20,000	$100,000	$1,600,000	$1,600,000	$1,500,000	Design and construction of sewer force-mains throughout the City to accommodate new growth.
TOTAL SANITARY SEWER	**$177,995,088**				**$7,091,438**	**$22,353,650**	**$38,450,000**	**$62,950,000**	**$47,150,000**	

RECLAIMED WATER

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Reuse Water Main Extensions and Connections	$3,200,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4; Conservation Objective 1.2	NA	Grants- $1,700,000; Sewer Connection Fees- $1,500,000	$200,000	$1,000,000	$1,000,000	$1,000,000		This project will provide a looped reuse system around the City for the purpose of supplying reuse water for irrigation, aquifer recharge, and wetland restoration.
ASR Wellfield	$1,375,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4; Aquifer Recharge Objective 2.3	NA	Grants- $1,375,000	$1,375,000					Design and construction of aquifer Storage and Recovery (ASR) wells for the recharge, storage and recovery of reclaimed water, stormwater, and fresh water for future use.
Direct Potable Reuse	$5,500,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4	NA	Grants- $2,750,000; Sewer Connection Fees- $2,750,000	$50,000	$150,000	$1,300,000	$4,000,000		Design and construction of the facilities to implement direct potable water reuse.
WWTP 2 Reclaim Bypass	$1,250,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4; Conservation Objective 1.2	NA	Sewer Connection Fees- $1,250,000	$750,000	$500,000				Design and construction of a reuse bypass main directly to WWTP 2 from the WWTP 3 reuse transmission main to ensure adequate system pressures.
TOTAL RECLAIMED WATER	**$11,325,000**				**$2,375,000**	**$1,650,000**	**$2,300,000**	**$5,000,000**	**$0**	

POTABLE WATER

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Treatment Plants & Storage										
SR 60 Elevated Storage Tank	$3,950,000.00	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	Water Connection Fees- $2,122,500; WIFIA Loan- $1,837,500				$200,000	$3,750,000	Design and construction of an elevated water storage tank to support distribution system pressure to meet demands of planned growth in the southern portion of the Utility Service Area
Cypresswood Water Treatment Plant	$2,200,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan	$1,000,000	$1,200,000				Improvements will provide a new water treatment facility on the easterly portion of the Winter Haven service area.
Fairfax Water Treatment Plant	$5,500,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan- $4,750,000; Water Connection Fees- $250,000; Operating Revenues- $500,000	$350,000	$750,000	$2,200,000	$2,200,000		Improvements will replace HSP # 4, antenna replacement, control building upgrades, and upgrade ground storage tank
Garden Grove Pump Station	$600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	Water Connection Fees				$400,000	$200,000	Existing Garden Grove Water Treatment Plant will be de-commissioned and converted to a pumping station.
Inwood Water Treatment Plant	$2,875,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan- $2,775,000; Water Connection Fees- $100,000	$50,000	$250,000	$1,550,000	$1,025,000		Plant upgrades including service pump replacements, motor control room, and electrical upgrades. This also includes replacement of HSP # 1 which increases from 300 gpm to 1,500 gpm
Pollard Road Water Production Facility	$4,400,000	Potable Water Objective 1.1, Objective 1.3; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan- $4,400,000	$1,650,000	$2,200,000	$550,000			Design and construction of a new water treatment plant to serve the southern portion of the Winter Haven Water Service area and in support of the ILC. This facility will also be the receiving point for the Polk Regional Water Cooperative (PRWC) alternate water supply.
Line Extensions/Upgrades										
Auburndale Receiving Facility	$665,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	275 gallons/ unit/day	PRWC Funding- $665,000	$51,600	$363,400	$250,000			Project creates a potable water connection to neighboring utilities to allow for sharing future PRWC water supply.
Cypresswood WTP Line Extensions	$4,600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	275 gallons/ unit/day	Sewer Connection Fees- $1,200,000; Water Connection Fees- $1,200,000; Developer Contributions- $1,350,000; Grants- $850,000	$50,000	$50,000	$2,250,000	$2,250,000		Design and construction of new infrastructure to serve the replacement Cypresswood WTP
Dundee Interconnect	$600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	275 gallons/ unit/day	Water Connection Fees- $300,000; Inter-local Agreement- $300,000	$600,000					Dundee Interconnect project creates a potable water connect to neighboring utilities for sharing future water supply and emergency conditions.

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Haines City Interconnect	$2,700,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water Connection Fees- $1,350,000; Interlocal Agreement- $1,350,000		$1,200,000	$1,500,000			Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Lake Alfred Water Receiving Facility	$325,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	PRWC Funding- $325,000		$125,000	$200,000			Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Old Bartow/Lake Wales Rd Water Main	$7,540,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water Connection Fees - $5,540,000; Developer Contributions- $2,000,000	$20,000	$1,020,000	$1,250,000	$2,250,000	$3,000,000	Design and construction to loop water from Logistics Parkway to CR 653 for water quality and emergency services.
Water Main Transmission Projects	$4,950,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water Connection Fees- $4,650,000; Operating Revenues- $300,000	$150,000	$100,000	$1,600,000	$1,600,000	$1,500,000	Design and construction of water mains in new areas of growth, existing communities, and system looping.
Winter Haven Water Facility Building Utility Extensions	$1,511,500	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water/Wastewater Connection Fees	$1,511,500					Design and construction of water and wastewater mains along Buckeye Loop Road to serve the future Winter Haven Water Facility Building.
Water Supply/Aquifer Recharge Projects										
East Peace Creek Flood Mitigation (Cypresswood)	$5,215,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Water Connection Fees- $400,000; Sewer Connection Fees- $400,000; WIFIA Loan- $2,450,000; Developer Contributions- $700,000; Grants- $1,265,000	$15,000	$200,000	$2,500,000	$2,500,000		The East Winter Haven/Peace Creek Mitigation Project will minimize or eliminate risks and reduce losses from future disasters due to flooding, hurricanes and severe storms, and other hazards. This project focuses on the Cypresswood's area from Cypresswood Gardens Blvd to Dundee Road. The project includes planned unit development, roadway connecting Cypress Gardens Blvd to Dundee Road, flood mitigation, wetland restoration and nature trails. Other benefits include enhancing water supply.
East WH Aquifer Recharge and Wetland Restoration- Bradco Farms Property	$11,800,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Grants- $11,800,000	$1,000,000	$5,500,000	$3,200,000	$2,100,000		The Bradco Property project will consist of a wetland recharge area, and ASR well, recreational trail amenities, and a site for Utilities administration facility.
North WH Aquifer Recharge	$1,560,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Sewer Connection Fees- $1,050,000; Operating Revenues- $10,000; Grants (To be applied for)- $1,000,000	$10,000	$1,050,000	$500,000			Design/construction a series of rapid infiltration basins to treat and disperse wastewater. The effluent can then be used for surface/ground water recharge.
Automated Meter Infrastructure	$350,000	Water Supply Objective 1.1; Potable Water Objectives 1.1 and 1.4	NA	Water Connection Fees	$250,000	$100,000				Automated Meter Infrastructure will automate the City's water meter data collection. Automated meters will allow customers to view in real time water consumption, with the goal of improving conservation.
TOTAL POTABLE WATER	**$61,341,500**				**$6,708,100**	**$14,108,400**	**$17,550,000**	**$14,525,000**	**$8,450,000**	

SOLID WASTE										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Fleet Expansion	$3,300,000	Solid Waste Policy 1.1.2	4.5 Pounds/ person/day	Solid Waste Fund	$490,000	$490,000	$770,000	$780,000	$770,000	Fleet needs to expand with a new collection route (one refuse and one recycling vehicle) for every 1,000 homes.
TOTAL SOLID WASTE	$3,300,000				$490,000	$490,000	$575,000	$780,000	$780,000	
DRAINAGE										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Logistics Parkway Stormwater Reclamation	$2,175,000	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3	NA	Grants- $2,175,000 (To be applied for)				$1,375,000	$800,000	Design and construction of stormwater infrastructure along Logistics Parkway to capture and retain stormwater run-off for recharge of the surficial aquifer.
Stormwater Assessment & Improvement Projects	$7,404,227	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3	NA	Stormwater Fees; Grants		$3,482,852 (Avenue K, SE)	$3,921,375 (Avenue C, SE & S Lake Howard)			Series of projects to improve drainage in priority areas of the City where flooding and pollutant loading can be addressed simultaneously. The six priority areas are: Ware Avenue NE; Mirror Terrace, NW; Avenue C, SE; Avenue K, SE; High Point Avenue; and South Lake Howard Drive.
TOTAL DRAINAGE	$9,579,227				$0	$3,482,852	$3,921,375	$1,375,000	$800,000	
CONSERVATION										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Nature Center	$1,000,000	Conservation Objective 1.1, Objective 1.2; Potable Water Objectives 1.1 and 1.3; Water Supply Objective 1.1	NA	Grants- To be applied for					$1,000,000	Design and construction of a nature center to provide educational opportunities regarding the City's natural environment
TOTAL CONSERVATION	$1,000,000				$0	$0	$0	$0	$1,000,000	

RECREATION										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Chain of Lakes Park	$7,203,989	Recreation Objective 1.1, Objective 2.1	Ballfields 1/5000	Bond Proceeds- $6,603,989; TDC Contribution- $600,000	$1,203,989		$6,000,000			Renovation of 5 ballfields including drainage, fencing, lighting, spectator amenities, and support facilities.
Diamondplex	$2,700,000	Recreation Objective 1.1, Objective 2.1; Future Land Use Policy 1.5.9	Ballfields 1/5000	Ad Valorem Taxes	$2,600,000	$100,000				The facility was originally constructed in 1998, and requires upgrades and replacements to the field and installation of energy efficient LED field lighting.
Lake Lulu Wetland Park & Trail	$2,150,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Impact Fees		$150,000 (Design)	$2,000,000 (Construction)			Nature Park and trail development to connect Harmony Trail & SE Winter Haven, Polk County owned adjacent property & COL Phase II Trails
Lions Park	$6,200,000	Recreation Objective 1.1, Objective 2.1	Playground- 1/5,000; Picnic shelter- 1/5,000	Parks & Recreation Impact Fees	$200,000 (Park Renovation Design)	$3,000,000 (Park Renovation Construction)	$3,000,000 (Park Renovation Construction)			The City purchased the Lions Park property on the southern shore of Lake May in 2007. Evaluation of the park property has found that the park is out of date and needs renovation to include: parking, picnic areas, playground, bridges, and walkways.
Martin Luther King Park- Skate Park	$250,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Ad Valorem Taxes	$100,000	$100,000	$50,000			It is anticipated that within two to four years of operation, the skate park will need upgrades for obstacles and infrastructure due to use. These funds will help ensure the continued safety and enjoyment of the facility
Pickelball Courts	$2,000,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Bond Proceeds- $2,000,000		$1,500,000	$500,000			Design and development of Pickleball facilities at various park sites and development of a Pickleball facility
"Rowdy" Gaines Olympic Pool	$495,000	Recreation Objective 1.1, Objective 2.1	Swimming Pool- 1/25,000	Ad Valorem Taxes	$70,000	$175,000	$100,000	$50,000	$100,000	General renovation and upgrades to the pool and pool deck along with the installation of additional shade sails.
Rotary Park	$730,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Ad Valorem Taxes- $480,000 & Rotary Club- $250,000	$50,000	$600,000	$80,000			Construction of park improvements including: horsehoe courts, building renovations and expansion in FY 2026, and site modernization.
Sertoma Park Redesign	$2,500,000	Recreation Objective 1.1, Objective 2.1	Ballfields- 1/5,000; Park land-6acres/ 1,000 residents	Ad Valorem Taxes		$1,500,000	$1,000,000			Renovation of facility to including parking improvements, football field, concession facilities, lighting, and spectator amenities.
Southeast Park	$10,150,000	Recreation Objective 1.1, Objective 2.1	Ballfields- 1/5,000; Park land-6acres/ 1,000 residents	Bond Proceeds- $10,000,000; Ad Valorem Taxes- $150,000		$10,150,000, (Purchase Land & Develop Site				Identify, purchase land , and develop a park in southeast Winter Haven
Wayfinding Signage	$150,000	Recreation Policy 1.2.4	NA	Ad Valorem Taxes	$30,000	$30,000	$30,000	$30,000	$30,000	Several parks have signage dating back to the early 2000s. Many other parks do not have any signage. This project will replace existing park signage and add signage at parks without signage. This will also include wayfinding and main park signs. This will include a new design (TBD) with a focus on a modern design, efficient maintenance and brand updates

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Winter Haven Recreational and Cultural Center	$200,000	Recreation Objective 1.1, Objective 2.1	Basketball- 1/5,000; Swimming Pool- 1/25,000; Playground 1/5,000	Ad Valorem Taxes- $300,000; Construction Fund- $21,322,303		$100,000	$100,000			Complete remaining renovation including branch library, technology area, ADA upgrades, updated mechanical systems, building security, building flow, and community accessibility.
Winter Haven Senior Adult Center	$395,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents; Playground 1/5,000	Ad Valorem Taxes	$35,000	$195,000	$65,000	$100,000		General upgrades to facility and adjoining shuffleboard courts.
Women's Club Building/ Heritage Park	$125,000	Recreation Objective 1.1, Objective 2.1	NA	Ad Valorem Taxes- $125,000	$25,000	$100,000				General improvements to preserve a historic facility constructed in 1923, including parking lot improvements, climate control, weatherproofing, and roof repairs.
Park and Playground Enhancements Program	$2,100,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents; Playground 1/5,000	Ad Valorem Taxes	$250,000	$600,000	$400,000	$400,000	$300,000	City-wide upgrades and enhancements to park and playground facilities.
TOTAL RECREATION	$37,348,989				$4,563,989	$18,300,000	$13,325,000	$580,000	$430,000	

OTHER PROJECTS IMPLEMENTING POLICIES IN THE COMPREHENSIVE PLAN										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Building Division Remodel/Reuse of old Fire Station One	$3,844,070	Housing Goal One	NA	Building and Permitting Fees	$3,844,070					Renovation of Old Fire Station One to create a new customer-oriented space to house the Building Division.
Public Safety Complex 5	$5,002,000	Future Land Use Objective 1.4	NA	Bond Proceeds	$5,002,000					Design and construction of a 11,000 square foot multi-purpose public service building on City-owned property on 20th Street, NW. This facility is designed to serve the northwest portion of the City.
Water Department Administration and Operations Facility	$24,000,000	Infrastructure Element; Water Supply Sub-element; Water Sub-element; Sanitary Sewer Sub-element	NA	Revenue Bonds- $24,000,000	$12,000,000	$12,000,000				The department has outgrown the current facility location in equipment storage, staffing and materials storage use. Project consists of the design and construction of a new combined Administration, Customer Service, Water Resource Center and Operation Facility located adjacent to the proposed E. Winter Haven Aquifer Recharge and Wetland Restoration project at Bradco Farms.
TOTAL OTHER	$32,846,070				$20,846,070	$12,000,000	$0	$0	$0	
TOTAL ALL ELEMENTS	$391,121,065				$57,331,682	$77,019,279	$81,576,845	$99,194,137	$75,664,122	

Note: FDOT projects, Polk County transportation projects, and Polk County School Board projects are adopted by reference by Capital Improvements Element Policies 1.1.7 and 1.1.8.

DATE: December 16, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-26-03:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article VII, Division 5, Subdivision Regulations, for the purpose of revising the City's subdivision regulations to comply with changes in State Law.

BACKGROUND

During the 2025 Florida Legislative Session, Senate Bill (SB) 784 was passed by the Legislature, signed by the Governor into law, and became effective July 1, 2025. SB 784 revises Chapter 177.071 of Florida Statutes by addressing the process governing the review and approval of final subdivision plats by local governments. The most significant change is the approval of a final subdivision plat is now required to be administrative through City Staff instead of the City Commission. Other changes involve establishing a timeline to complete the review of a final plat and indicating the "Administrative Authority," whom will issue the final administrative approval of the final plat.

To address the changes in State Law, the following changes to Chapter 21, Article VII, Division 5 are proposed:

- Approval of final subdivision plat will be through the City Administrative Authority (proposed to be the Economic Opportunity and Community Investment Director) as opposed to the City Commission;

- Requirement for a formal acceptance letter for all applications to be provided from the City to the applicant upon receipt of a complete subdivision plat application; and

- A maximum 180-day review period for applications for a final subdivision plat; and

- The City Administrative Authority will have the power to accept improvements to be dedicated to the City and release subdivision performance bonds.

All other platting requirements, including the documents required as part of the application, the staff review process, and performance bonding will remain the same.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations , which is enacted for compliance with Senate Bill 784 (2025). In accordance with Chapter 166.041(4)(c) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-03 and authorize the City Manager or his designee to take all necessary actions related to the adoption of Ordinance O-26-03.

ATTACHMENT

- Ordinance O-26-03

ORDINANCE NO. O-26-03

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE VII, DIVISION 5 RELATING TO APPROVAL OF SUBDIVISION PLATS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2025 Florida Legislative Session the Florida Legislature passed, and the Governor subsequently signed, Senate Bill 784 relating to the process for which the review and approval of subdivision plats is required to follow; and

WHEREAS, Senate Bill 784 became effective July 1, 2025; and

WHEREAS, this 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 language contained in Chapter 21, Article VII, Division 5 of the City's Code of Ordinances; and

WHEREAS, the request implements changes in state law, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 166.041(4)(c) Florida Statutes.

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

1. That Chapter 21, Article VII, Division 7, Subdivision Regulations, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. 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.

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

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

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

INTRODUCED on first reading this 12th day of January, 2026.

PASSED on second reading this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

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New text is underlined in red and deleted text is ~~stricken through in red~~.

Article VII DEVELOPMENT APPROVAL PROCESS
DIVISION 5. SUBDIVISION REGULATIONS

Section 21-390. Generally.

Section 177.031 of the Florida Statutes defines "subdivision" to mean the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

Section 21-391. Purpose and intent.

(a) Chapter 177 of the Florida Statutes establishes consistent minimum requirements and creates such additional powers in local governing bodies to regulate and control the platting of lands; and therefore, Chapter 177 of the Florida Statutes establishes minimum requirements and does not exclude additional provisions or regulations by local ordinance, laws, or regulations.

(b) The purpose~~s~~ of these subdivision regulations are to further the provisions of State legislation that regulates and requires the platting of land for development, to further the goals and policies of the Winter Haven Comprehensive Plan, and to set forth a process for approval of the subdivision of land within the jurisdiction of the City. The provisions of this chapter shall be held to be minimum requirements. It is therefore essential to the promotion of the public health, safety and welfare that the development of subdivisions be conceived, designed and constructed in accordance with the proper minimum standards.

(c) The rules and regulations contained in this chapter are adopted as the City's subdivision code to guide and coordinate subdivision development within the City. Where provisions for subdividing land are either more restrictive or less restrictive than other land developments codes, resolutions or rules adopted by the City, those provisions which are more restrictive and impose higher standards or requirements shall govern.

(d) A condominium, as defined by Florida law, meeting the definition of a subdivision as defined herein shall be regulated under the provisions of this code.

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(e) The Economic Opportunity and Community Investment Director shall be designated as the City Administrative Authority for final subdivision plat and re-plat approvals, and shall receive, review, and process all submittals for final subdivision plat approval.

Section 21-392. Small-scale Subdivision.

To provide opportunities for small, infill redevelopment within the City, subdivisions resulting in five (5) or fewer lots may be platted as a small-scale subdivision.

(a) Minimum requirements.

To qualify as a small-scale subdivision, all the following criteria shall apply:

1. The small-scale subdivision does not create a lot, or lots, that do not meet applicable zoning district standards for width, depth, and area.

2. Each lot within the small-scale subdivision has the minimum required frontage on a paved public road and no new public streets and/or roads are needed to serve any proposed lot.

3. Public water and wastewater lines, meeting current City standards, are available to the small-scale subdivision and no extensions and/or upgraded infrastructure are needed to serve any lot within the small-scale subdivision. Certification shall be provided by a professional engineer registered in the State of Florida.

4. A small-scale subdivision shall connect to the City's water and wastewater lines. The applicant's proposed use of individual sewage treatment systems (septic tank system) shall preclude a development from review as a small-scale subdivision.

5. No onsite or off-site drainage infrastructure, except driveway culverts, is required to serve any proposed lot within the small-scale subdivision. Certification shall be provided by a professional engineer registered in the State of Florida.

(b) Submittal of final subdivision plat for a small-scale subdivision.

Upon the written confirmation by both the Economic Opportunity and Community Investment Director and City Engineer that the proposed development satisfies the minimum requirements set forth in subsection (a) and qualifies as a small-scale subdivision, the developer may present a final subdivision plat for approval to the ~~City~~

~~Commission~~ City Administrative Authority. The final subdivision plat may be approved if it meets all requirements as set forth by Chapter 177, F.S. and the following requirements:

(1) *Submission of final subdivision plat.*

~~An a~~Applications for final subdivision plat approval shall be submitted, along with an appropriate fee established by the City and with accompanying documents as specified ~~herein~~ by Section 21-392(b), to the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority or his/her designee.

1. City Administrative Authority, within seven (7) business days of the stamped date of receiving an application for a final plat, shall issue a Written Notice of Receipt to the applicant indicating whether the application is complete or incomplete. If the application is found to be incomplete, the application deficiencies shall be so stated in the Written Notice of Receipt. Furthermore, any Written Notice of Receipt which finds the application complete shall state the number of days until the approval, approval with conditions, or denial of the final plat.

2. Upon determination of a complete final subdivision plat application, ~~Economic Opportunity and Community Investment Department Director~~ the City Administrative Authority or his/her designee shall forward copies of the final subdivision plat, and other documents required by this Section, to the City Engineer, City Attorney, and a surveyor licensed by the State of Florida under the City's employ and/or contract for their review and comments. The review shall be completed within one-hundred eighty (180) days.

3. Upon ~~approval~~ completion of the review of the final subdivision plat by City staff, the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority ~~or his/her designee via the City Manager~~ shall ~~place the applications on the agenda of the City Commission for final review and approval~~ approve the final plat, approve the final plat with conditions, or deny the final plat.

4. *Time for Applicant to Satisfy Conditions.* If a final plat application is approved with conditions by the City Administrative Authority, the applicant shall have ninety (90) days from the date of notification to fully satisfy all conditions identified in the City Administrative Authority's letter of approval with conditions. After ninety (90) days, the final plat application shall remain pending, but shall become subject to any changes in the Code of Ordinances of the City of Winter Haven, Florida, and the Florida Statutes.

5. *Extensions of Time.* The applicant, in writing addressed to the City Administrative Authority, may request an extension of any timeframe above, except for the ninety (90) day period in subparagraph (d)(4) of this section. The City Administrative Authority, or an official, an employee, an agent, or a designee of the City Commission of the City of Winter Haven may not request or require the applicant to file a written extension of time.

(b) Required documents. One (1) electronic copy of the following documents shall be submitted for review of the final plat:

1. Final subdivision plat conforming with the requirements as set forth in Chapter 177, Florida Statutes and including, but not limited to, the following items:

   a. Dedications and reservations executed by the developer;

   b. Acknowledgement and joinder for any party accepting a dedication and/or reservation;

   c. Certification by a registered land surveyor;

   d. Statements of endorsement to be signed by the City Engineer, Economic Opportunity and Community Investment Department Director, City's reviewing surveyor, Mayor, and City Clerk.

   The preferred scale of the final subdivision plat is one (1) inch equals one hundred (100) feet.

2. Boundary survey of the lands contained within the subdivision.

3. An Autocad file (.dwg) of the final plat and boundary survey.

4. Pursuant to Section 177.041, Florida Statutes (2021), a title opinion or property information report. For purposes of this section, the title opinion or property information report shall be updated within three (3) months of final plat approval and certified no earlier than 30 days prior to the date on which the application is submitted.

5. Documentation establishing, if applicable, that a homeowner's association or property owner's association is legally formed and active for the small-scale subdivision.

6. Copy of any proposed and/or recorded restrictive deeds and covenants for the small-scale subdivision.

(2) *Review and recording.*

(a) The ~~City Commission~~ City Administrative Authority shall take action to accept or reject the final plat. The ~~City Commission~~ City Administrative Authority may add reasonable conditions to its approval of a final subdivision plat, but if it determines that the developer must make changes to the plat, including changes to exactions or to restrictions on the face of the plat, then it shall be remanded to the City Attorney to review such changes. If a final subdivision plat application is approved with conditions by the City Administrative Authority, the applicant shall have ninety (90) days from the date of notification to fully satisfy all conditions identified in the City Administrative Authority's letter of approval with conditions. After ninety (90) days, the final subdivision plat application shall remain pending, but shall become subject to any changes in the Code of Ordinances of the City of Winter Haven, Florida, and the Florida Statutes.

(b) ~~Approval of the final plat and a~~Acceptance of public improvements and dedications identified on the final subdivision plat shall be by ~~resolution~~ written acceptance by the City Administrative Authority. ~~and shall authorize the Mayor and City Clerk to sign the copy of the final plat to be recorded~~.

(~~b~~c) Upon approval by the ~~City Commission~~ City Administrative Authority, three (3) mylars of the final subdivision plat shall be filed and recorded with the Clerk of the Circuit Court for Polk County. The ~~City Clerk~~ City Administrative Authority shall be responsible for recording the final subdivision plat and for returning one (1) reproducible copy of the recorded plat to the City Engineer.

Section 21-393. Large-scale subdivision review and approval procedure.

(a) Any subdivision resulting in more than five (5) lots, parcels, or tracts, or any subdivision dedicating public rights-of-way, shall be deemed a large-scale subdivision. Large-scale subdivision approval procedures are set forth herein as a four-step process:

Step One: Site plan review and approval;

Step Two: Preliminary subdivision plat approval;

Step Three: Infrastructure construction; and

Step Four: Final subdivision plat approval.

Step Two, Preliminary subdivision plat, of this process may be optional if model homes are not constructed on more than ten (10) percent of the proposed building lots prior to final subdivision plat approval.

(b) This process is intended to permit comprehensive review by the City and to benefit the developer by identifying potential problems and their solutions at appropriate times during the review and approval process. As with all stages of the development approval process, it is the responsibility of the developer to check all State and local regulations governing the subdivision of land and to adhere strictly to the procedures therein.

~~(c) Where the City Commission finds that extraordinary hardships may result from the strict application of the planning and engineering standards set forth in Article III of these regulations, the City Commission may consider conditions that are recommended by the City Manager and that the City Commission determines are necessary to ensure that substantial justice is done and the public interest is upheld. Provided however, the effect of the conditions shall not be to nullify the applicable provisions of this code and/or the policies established by the comprehensive plan of the City.~~

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Sec. 21-394. Site plan review.

(a) *Generally*. Any subdivision involving phased or staged development shall be identified in written and graphic form in the application for site plan review and shall designate, for information purposes only, all construction phases and the proposed development schedule. Within phased subdivisions, final platting of subdivision phases shall match the phase lines identified on the approved final subdivision plat.

(b) *Independent operation*. All construction phases in a development shall be construed to be capable of independent operation or in conjunction with other constructed phases with respect to drainage, vehicular circulation, utilities, infrastructure and other public improvements and services.

(c) The purpose and intent of the site plan is to safeguard the developer and City from any unnecessary loss of time and expense(s) involved in having engineering drawings prepared which do not conform to the minimum standards set forth herein. The site plan, therefore, will serve to demonstrate consistency with the City's comprehensive plan and compliance with the City's minimum subdivision standards. The site plan does not imply approval of the construction drawings or final subdivision plat.

(d) The developer shall submit a fully engineered site plan to the Economic Opportunity and Community Investment Director. The Economic Opportunity and Community Investment Department Director or designee shall review the site plan as to its consistency with the City's comprehensive plan and conformance with the City's zoning regulations and other applicable land development regulations. The site plan shall show, at minimum, the proposed use; lot and street layout; lot sizes; subdivision boundaries; all infrastructure which includes, but is not limited to, water, wastewater, reuse, stormwater, streets, sidewalks, drainage system(s), retention/detention ponds, and the construction BMPs; and significant physical conditions which include, but are not limited to, lakes and watercourses, wetlands, and floodplains. Initial comments by the Economic Opportunity and Community Investment Department Director, City Engineer, and other City staff reviewing the site plan shall be detailed in a letter to the developer not less than fifteen (15) working days after submission.

(e) Approval of a site plan shall acknowledge the basic design of the subdivision and consistency with the comprehensive plan and zoning code. It shall not constitute approval of construction drawings or the final subdivision plat; it shall not authorize recording or acceptance of improvements or dedications. Upon approval of the site plan, the developer has six (6) months to submit construction drawings. If the construction drawings are not submitted within six (6) months from the date the site plan is approved, then the site plan approval shall expire. The developer may request an extension of the approval for an additional six (6) months, upon written notice provided ten (10) days before the six (6) month expiration date. If site plan approval lapses, all future submittals for site plan approval shall be subject to any changes in the City's rules and/or regulations.

Sec. 21-395. Preliminary subdivision plat.

The preliminary subdivision plat is a document depicting the proposed lot and roadway layout of a subdivision. The preliminary subdivision plat is optional for any commercial subdivision and those residential subdivisions where construction of homes on more than ten (10) percent of the building lots prior to final subdivision platting will not occur. Where homes are planned to be constructed on more than ten (10) percent of the building lots prior to final subdivision platting, the preliminary subdivision plat shall be mandatory.

(a) *Requirements.* At a minimum, the preliminary subdivision plat shall depict the following information:

1. Proposed subdivision name;
2. North Arrow;
3. Scale;
4. Legal description;
5. Layout and dimensions of proposed building and common lots shown to one-hundredths of a foot;
6. Layout and dimensions of proposed streets shown to one-hundredths of a foot;
7. Street names;
8. Names and locations of adjoining streets; and
9. All Drainage and Utility easements

(b) *Application.* All applications and fees for a preliminary subdivision plat shall be submitted to the Economic Opportunity and Community Investment Director or his/her designee for review. Within seven (7) business days, the Economic Opportunity and Community Investment Director or his/her designee shall issue a formal completeness letter indicating the application is complete or incomplete. Should an application found to be incomplete, the application deficiencies shall be stated in the letter.

(c) *Review and approval.* Within twenty (20) business days from the issuance of a completeness letter, staff shall provide written comments to the applicant or schedule the preliminary subdivision plat for ~~City Commission~~ action by the City's Development Review Committee (DRC). The Development Review Committee (DRC) shall review and approve, approve with conditions, or deny all applications for preliminary subdivision plat approval based on the requirements contained in this Code and comments issued by the City's staff review of the submitted preliminary subdivision plat application. Should an application for preliminary subdivision plat approval be denied, the Development Review Committee (DRC) shall state in writing, to the applicant, the reasons for the denial of the preliminary subdivision plat.

(d) *Validity of preliminary subdivision plat.* Preliminary subdivision plat approval shall be valid for a period of three (3) years. Should the final subdivision plat not be approved within three (3) years, the preliminary subdivision plat shall be deemed null and void.

Sec. 21-396. Construction of Subdivision Infrastructure.

(a) *Preconstruction meeting required*. The developer shall schedule a preconstruction meeting with the City Engineer prior to commencing any site work, including clearing and grubbing work.

(b) *Construction inspection.* The City shall provide for periodic inspection of required improvements during construction to ensure their satisfactory completion. If it is found that any of the required improvements have not been constructed in accordance with the City's construction standards and specifications, the subdivider shall be responsible for modifying and/or completing the improvements so as to comply with such standards and specifications. Wherever the cost of improvements is covered by a performance bond, the subdivider and the bonding company shall be severally and jointly liable for completing the improvements according to specifications.

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Sec. 21-397. - Final subdivision plat.

Upon the acceptance of the construction drawings by the City Engineer of all subdivision improvements, the developer may present a final subdivision plat for approval. The final subdivision plat shall be approved by the ~~City Commission by resolution~~ City Administrative Authority if it meets all of the City's established minimum requirements and all other requirements set forth by Chapter 177 of the Florida Statutes.

(1) *Submission of final subdivision plat.*

(a) ~~An a~~Applications for final subdivision plat approval shall be submitted, along with an appropriate fee established by the City and with accompanying documents as specified ~~herein~~ by Section 21-397(b), to the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority or his/her designee.

1. The ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority, within seven (7) business days of the stamped date of receiving an application for a final subdivision plat, shall issue a Written Notice of Receipt to the applicant indicating whether the application is complete or incomplete. If the application is found to be incomplete, the application deficiencies shall be so stated in the Written Notice of Receipt. Furthermore, any Written Notice of Receipt which finds the application complete shall state the number of days until the approval, approval with conditions, or denial of the final plat.

2. Upon determination of a complete final subdivision plat application, ~~Economic Opportunity and Community Investment Department Director~~ the City Administrative Authority or his/her designee shall forward copies of the final plat to the City Engineer, City Attorney, and a surveyor licensed by the State of Florida under the City's employ and/or contract for their review and comments. The review shall be completed within one-hundred eighty (180) days.

3. Upon ~~approval~~ completion of the review of the final subdivision plat by City staff, the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority ~~or his/her designee via the City Manager~~ shall ~~place the applications on the agenda of the City Commission for final review and approval~~ approve the final subdivision plat, approve the final subdivision plat with conditions, or deny the final subdivision plat.

4. *Time for Applicant to Satisfy Conditions.* If a final subdivision plat application is approved with conditions by the City Administrative Authority, the applicant shall have ninety (90) days from the date of notification to fully satisfy all conditions identified in the City Administrative Authority's letter of approval with conditions. After ninety (90) days, the final subdivision plat application shall remain pending, but shall become subject to any changes in the Code of Ordinances of the City of Winter Haven, Florida and the Florida Statutes.

5. *Extensions of Time.* The applicant, in writing addressed to the City Administrative Authority, may request an extension of any timeframe above, except for the ninety (90) day period in subparagraph (a)(4) of this section. The City Administrative Authority, or an official, an employee, an agent, or a designee of the City Commission of the City of Winter Haven may not request or require the applicant to file a written extension of time.

(b) Required documents. One (1) electronic copy of the following documents shall be submitted for review of the final subdivision plat:

1. Final subdivision plat conforming with the requirements as set forth in Chapter 177, Florida Statutes and this code including the following items:

   a. Dedications and reservations executed by the landowner;

   b. Acknowledgement and joinder for any party accepting a dedication and/or reservation;

   c. Certification by a registered land surveyor;

   d. Statements of endorsement to be signed by the City Engineer, ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority, and City's reviewing surveyor~~, Mayor, and City Clerk~~.

   e. The preferred scale of the final plat is one (1) inch equals one hundred (100) feet.

2. Boundary survey of the lands contained within the subdivision.

3. An Autocad file (.dwg) of the final plat and boundary survey.

4. Pursuant to Section 177.041, Florida Statutes (2021), a title opinion or property information report. For purposes of this section, the title opinion or property information report shall be updated within three (3) months of final subdivision plat approval and certified no earlier than 30 days prior to the date on which the application is submitted.

5. Documentation establishing, if applicable, that a homeowner's association or property owner's association is legally formed and active for the subdivision.

6. Copy of the recorded restrictive deeds and covenants for the subdivision.

7. Detailed cost breakdown of all proposed improvements.

8. Scale drawing depicting any homes constructed on lots prior to approval of the final plat.

(c) All required permits and approvals issued by governing bodies having jurisdiction over properties being subdivided shall be furnished to the City Engineer and Economic Opportunity and Community Investment Department Director or his/her designee. The final subdivision plat shall not be approved by the ~~City Commission~~ City Administrative Authority without prior submission of permits and approvals.

(2) *Engineering drawings.* Three (3) sets of City-approved engineering as-built drawings shall be submitted with the final subdivision plat. All as-built drawings shall contain a certification by a professional engineer or registered land surveyor of personal verification of the exact location and dimensions of all completed improvements, as well as certification that all utilities have been installed in accordance with specifications.

~~(3) Upon receipt of the application for final plat approval and once a determination is made by City staff that the final plat and all supporting documents conform to the City's requirements, the final plat will be forwarded via the City Manager to the City Commission for approval.~~

~~(4) When the final plat application and required documentation are not approved by City staff, the applicant has three (3) months from the notification date to make any revisions and resubmit for review. After three (3) months, the plans become subject to any changes in the City's rules and/or regulations.~~

(~~5~~3) *Standards for approval.* No final subdivision plat shall be approved for recording, unless:

(a) The final subdivision plat conforms with any approved preliminary subdivision plat;

(b) The final subdivision plat is in compliance with all applicable regulations, approved construction drawings and as-built drawings;

(c) All improvements have been installed, inspected and accepted by the City or, when approved by the City, the developer has provided the City with adequate performance security and adequate defect security in accordance with the provisions of this Code;

(d) The developer has paid all application and recording fees required by the City;

(e) When construction of improvements is required, a subdivision agreement or developer's agreement has been negotiated and executed by the developer; and

(f) The developer has provided one (1) copy of all homeowner's documents (articles of incorporation, bylaws, and deed restrictions) for review by the city attorney and three (3) copies of the approved homeowners documents; and

(g) The ~~City Commission~~ City Administrative Authority shall take action to accept, approve with conditions, or reject the final subdivision plat. ~~The City Commission may add reasonable conditions to its approval of a final plat, but if it determines that the developer must make changes to the plat, including changes to exactions or to restrictions on the face of the plat, then it shall be remanded to the City Attorney to review such changes. Approval of the final plat and acceptance of public improvements and dedications shall be by resolution and shall authorize the Mayor and City Clerk to sign the copy of the final plat to be recorded.~~ If the City Administrative Authority determines that the applicant must make changes to the final subdivision plat document as part of a letter approving the final subdivision plat with conditions, including changes to exactions or to restrictions on the face of the plat, the City Attorney must review and approve of such changes for the

Exhibit "A" – Page 14 of 18

condition to be satisfied. If the City Administrative Authority denies the application for final subdivision plat approval, the City Administrative Authority shall set forth his or her reasons for denial in writing, including a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial.

(4) *Acceptance of public improvements and dedications.* Acceptance of public improvements and dedications identified on the final subdivision plat shall be by written acceptance by the City Administrative Authority.

(5) *Approval by City Administrative Authority.* Upon approval by the City Administrative Authority, three (3) mylars of the final subdivision plat shall be filed and recorded with the Clerk of the Circuit Court for Polk County. The City Administrative Authority shall be responsible for recording the final subdivision plat and for returning one (1) reproducible copy of the recorded plat to the City Engineer.

(6) ~~*Contingent*~~ *Automatic approval contingencies*. Final subdivision plat approval shall be contingent upon the developer providing proof of:

(a) Filing with the Department of State of the bylaws and articles of incorporation for the Homeowners Association;

(b) When construction of improvements is required, a subdivision agreement or developer's agreement has been approved by the City Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and

(c) All federal, state and local permits which may include, but shall not be limited to, Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (ACOE), ~~and~~ the Southwest Florida Water Management District (SWFWMD), and Polk County.

(d) No lot may be sold until all automatic contingencies have been fulfilled.

(7) *Effect of approval.* ~~No lot may be sold until all contingencies have been fulfilled.~~ Upon recordation of the final subdivision plat, the developer may submit application(s) for building permits. Upon approval by the ~~City Commission~~ City Administrative Authority, the final subdivision plat shall be filed and recorded with the Clerk of the Circuit Court for Polk County. The ~~City Clerk~~ City Administrative Authority shall be responsible for recording the final subdivision plat and for returning one (1) reproducible copy of the recorded plat to the City Engineer.

(8) *Performance security required.*

(a) *Full performance security.* In order to receive final subdivision plat approval before the installation and/or completion of all improvements, the developer shall provide and maintain sufficient full performance security guaranteeing the installation and approval of all private on-site or off-site improvements and the installation and acceptance of all public on-site or off-site improvements in accordance with the minimum requirements set forth herein. When providing full performance security, the developer shall submit the performance security on forms acceptable to the City ~~two (2) weeks before any City Commission action~~; such security shall be effective as of the date on which the ~~City Commission~~ City Administrative Authority approves the final subdivision plat. Such performance security shall comply with all applicable statutory requirements, the requirements of this Code, and be satisfactory in form to the City Attorney and the City Engineer and the City’s Planning staff and be in an amount equal to one hundred and twenty-five percent (125%) of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat approval as certified in writing by the engineer of record, subject to approval by the City’s Planning staff and the City Engineer. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a maximum duration of twenty-four (24) months.

(b) No more than fifty percent (50%) of the value of the total required improvements shall be considered for bonding and/or a letter of credit given hereunder.

(c) *Effective period; extensions.* The effective period of the performance security shall not be less than one (1) year from the date on which the ~~City Commission~~ City Administrative Authority approves the final subdivision plat; provided, however, that the City may permit or require extensions by renegotiation of the security amount and execution of a new subdivision agreement.

(d) *Release of performance security.* Subject to the terms of an applicable subdivision agreement, if any, the performance security shall be released by the City when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and affirmatively accepted by the City and/or entity with jurisdiction.

(9) Maintenance and defect guarantee.

(a) The developer shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten percent (10%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable subdivision agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the city attorney.

(b) The effective period for such security shall be one (1) year and thirty (30) days following the City's acceptance of the installed improvements. Upon default, the City may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable subdivision agreement.

(c) *Release of defect security.* Subject to the terms of such security and/or subdivision agreement, the maintenance and defect security shall be released by the City at the expiration of its effective period.

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Sec. 21-398. Construction of homes prior to final subdivision plat approval.

Homes constructed on more than ten (10) percent of the building lots, but not exceeding fifty (50) percent of the building lots of a proposed subdivision, shall be permitted upon approval of a preliminary subdivision plat by the ~~City Commission~~ City's Development Review Committee (DRC). The application for preliminary subdivision plat shall indicate the number of lots on which homes will be constructed. Prior to construction of any home within a proposed subdivision, the following criteria shall be met:

(1) All homes shall meet all lot area and building setback requirements for the zoning district in which the subdivision is being platted. Failure of a model home to comply with the required setbacks shall result in a refusal to issue a certificate of occupancy for that home.

(2) Fire hydrants and a stabilized road base shall be constructed and approved for use prior to the issuance of any building permits for homes. The developer shall be responsible for maintaining the stabilized road base in a manner that allows for the safe passage of fire/rescue equipment. Should the road surface be found in an unsafe condition, the building official shall issue a "stop work" order on all model homes under construction until such time the roadway is brought back to a safe condition.

Should the fire hydrants and a stabilized road base not be in place, homes may be constructed according to the following standards established by NFPA 1141, Standard for Fire Protection in Planned Building Groups:

a. Within three hundred (300) feet of at least one (1) fire hydrant that has been placed in a location acceptable to the City Fire Official, and

b. No portion of the exterior walls of the building shall be more than two (2) hundred (200) feet from a fire hydrant with vehicular access

Sec. 21-399. - Vacating of plats and replats

The owner of any land subdivided into lots may petition the City under the provisions of section 177.101, Florida Statutes, to remove (vacate and annul) the existing plat, or portion thereof, from the official records of the City of Winter Haven and Polk County. The applicant vacating a plat, or a part thereof, shall file the petition, proof of publication of notice of intent, certificate of title, statement of taxes and resolution, and shall pay the appropriate filing fee as established by resolution of the City Commission. Following review by the appropriate City departments,

the petition shall be acted on by the City Commission. The applicant shall be responsible for recording the petition and the proof of publication with the Clerk of the Circuit Court for Polk County.

DATE: December 17, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-26-04:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 3; Chapter 21, Article II, Table 21-32A, Table of Land Uses; and Chapter 21, Article IX, Section 21-531, to address certified recovery residences in the City.

BACKGROUND

During the 2025 Florida Legislative Session, Senate Bill (SB) 954 was passed by the Legislature, signed by the Governor into law, and became effective July 1, 2025. SB 954 revises Chapter 397.487(15) of Florida Statutes by requiring local governments to amend their land development regulations to provide reasonable accommodation of Certified Recovery Residences by January 1, 2026. Certified Recovery Residences are a type of residential facility which provide individuals with addiction treatment a place for reentering society after completion of an addiction treatment program.

To address the changes in State Law, the following changes are proposed:

- Language addressing Certified Recovery Residences is inserted in Section 21-64, with the existing language contained in Section 21-64 being relocated to another section;

- Permits submittal of an application to the City seeking reasonable accommodation for a Certified Recovery Residence, which shall be reviewed and approved, approved with conditions, or denied with evidence-based reasons for denial;

- Adds a definition for “Certified Recovery Residence” to Section 21-531, Definitions; and

- Revises Table 21-32A, Table of Land Uses, to add Certified Recovery Residences as a special use in the AG, RE, R-1, R-2, R-3, R-4, R-5, RM, MX, C-2, C-3, and I-2 zoning districts, and as a permitted use in the PI zoning district.

To facilitate the best placement of new language relating to Certified Recovery Residences in the Code, several sections in Chapter 21, Article II, Division 3 require renumbering, and are identified in the table below. No language in the renumbered sections will be amended as part of this request.

Current Code Section	Title	New Code Section
Section 21-64	Nursing homes, assisted living facilities, and other care facilities	Section 21-65
Section 21-65	Moving of buildings	Section 21-66
Section 21-66	Requirements for lots divided by a right-of-way or easement	Section 21-67
Section 21-67	Alteration of lot size	Section 21-68
Section 21-68	Fences, walls, berms and hedges	Section 21-69
Section 21-69	Animal limitations	Section 21-70
Section 21-70	Waterfront properties	Section 21-71

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations , which is enacted for compliance with Senate Bill 954 (2025). In accordance with Chapter 166.041(4)(c) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-04 and authorize the City Manager or his designee to take all necessary actions related to Ordinance O-26-04.

ATTACHMENT

- Ordinance O-26-04

ORDINANCE NO. O-26-04

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE II, TABLE 21-32A, TABLE OF LAND USES, CHAPTER 21, ARTICLE II, DIVISION 3, GENERAL REGULATIONS FOR ALL ZONING DISTRICTS, AND CHAPTER 21, ARTICLE IX, SECTION 21-532, DEFINITIONS RELATING TO CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2025 Florida Legislative Session the Florida Legislature passed, and the Governor subsequently signed, Senate Bill 954 relating to local governments establishing procedures for the review and approval of certified recovery residences within their jurisdiction; and

WHEREAS, Senate Bill 954 became effective July 1, 2025; and

WHEREAS, this proposed amendment to the Winter Haven Land Development Code relating to certified recovery residences, 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 language contained in Chapter 21, Article II, Table 21-32A, Table of Land Uses, Chapter 21, Article II, Division 3, Zoning Regulations for All Zoning Districts, and Chapter 21, Article IX, Section 21-531, Definitions; and

WHEREAS, the request implements changes in state law, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 166.041(4)(c) Florida Statutes.

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

1. That Chapter 21, Article II, Table 21-32A, Table of Land Uses, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. That Chapter 21, Article II, Division 3, Section 21-64 of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended by replacing the existing language to read as shown in Exhibit "B", attached hereto and made a part hereof.

3. That existing Chapter 21, Article II, Division 3, Sections 21-64, 21-65, 21-66, 21-67, 21-68, 21-69, and 21-70 of the Code of Ordinances of the City of Winter Haven, Florida are hereby renumbered as shown in Exhibit "C", attached hereto and made a part hereof.

4. That Chapter 21, Article IX, Section 21-531, Definitions, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "D", attached hereto and made a part hereof.

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

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

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

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

INTRODUCED on first reading/public hearing this 12th day of January, 2026.

PASSED on second reading/public hearing this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A" Page 1 of 5

New text is underlined in red.

Table 21-32(A)
Table of Land Uses

Category/Use																				
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																				
Single Family Detached and Auxiliary uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON		
Single family, std. construction	P	P	P	P	P	P			P											
Single family, modular home	P	P	P	P	P	P			P											
Single family, manufactured home	P							P												
Agricultural uses with house	P																			
Caretaker's Cottage															P	P	P			
Fruit stand	P	P																		
Accessory Residential Unit	P	P	P	P	P	P			P											
Home Occupation/Home-based Business	P	P	P	P	P	P	P	P	P											
Limited agricultural uses with house	P	P																P		
Manufactured home park								P												
Private stable, one horse per acre, limited to two horses	P	P																		
RV park								S												
Servants Quarters	P	P	P																	
Multiple Family Residential	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON		
Multi-unit Residential Building					P	P	P		P	P		P								
Zero Lot Line House					P	S														
Dormitory						P	P		P							P				
Duplex, twin house					P	P			P											
Garden Apartment, atrium house					P															
Patio house					P	P			P											
Rooming House/Boarding House						S	S													
Townhouse					P	P			P	P										
Group Care Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON		
Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S											
Special needs facility					S	S	P		P		P	P				P				
Child care facility					S	S	AS		S	S	P	P				P				
Adult day care center					S	S	AS		P		P	P				P				
Assisted living facility					S	P	P		P		P	P				P				
Foster care facility					S	S	P		P		P	P				P				

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Group home facility						S	S	P		P		P	P				P
Certified Recovery Residence	S	S	S	S	S	S	S	S	S	S		S	S			S	P
Hospice residential unit					S	S	P		P		P	P				P	
Nursing Home							P		P								
Transitional Housing							S										
Lodging	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Bed and breakfast	P	P	P	P	P	P			P	P	P	P	P	P				
Hotel/motel							S		S	P		P	P	P				
RV campground								S					P	P				
Offices/Services	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Business office						S			P	P	P	P	P	P				
Clubs, community/fraternal									P	P	P	P	P	P				
Crematorium													P	P	P			
Funeral home/mortuary									S		S	P	P	P				
Medical/Health-care/Dental Office							AS		P	P	P	P	P					
Medical Clinic							AS		P	P	P	P	P					
Personal Services							AS		P	P	P	P	P	P				
Professional Office						S	S		P	P	P	P	P	P				
Retail Commercial, No Outdoor Storage or Activities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Antique shops									P	P	P	P	P					
Bake shop									P	P	P	P	P	P	P			
Bakery plant													P	P	P			
Convenience store									S	P	P	P	P	P	P			
Convenience store, with gas											P	P	P	P	P			
Dry cleaning drop-off site									P		P	P	P	P				
Gas station												P	P	P	P			
Laundromat—Self Service						A	AS		P		P	P	P	P				
Medical Marijuana Dispensing Facility									AS	S	S	P	P					
Minor repair shop												P	P	P	P			
Pet services, no outdoor activities									S	P	P	P	P					
Pharmacy									AS	S	S	P	P					
Recreation, indoor, commercial											P	P	P					
Restaurant—Conventional Sit-down.									P	P	P	P	P	P				
Cafeterias						A	A		P	P	P	P	P	P				
Delicatessens						A	P		P	P	P	P	P	P				

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Restaurant—Short-order; min. seating for 20								S	P	P	P	P	P										
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20									S	S	P	P	P										
Retail sales									P		P	P											
Retail shops						AS		P	P	P	P	P	P										
Repair shop for small appliances								P	P	P	P	P											
Shopping center less than 20,000 s.f.										P	P	P	P										
Shopping center small, 20,000—50,000 s.f.										S	P	P											
Shopping center large, more than 50,000 s.f.											P	P											
Retail Commercial Outdoor Storage and Displays Allowed	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON					
Agricultural roadside stand	P												P	P									
Artisan production, small scale									S	P	S	S	P	S									
Artisan production, large scale												S	P	P									
Automotive paint/body shop													P	P	P								
Boat and water craft sales, service and light repair												P	P	P									
Farm equipment sales													P	P									
Major automotive repairs													P	P	P								
Manufactured home sales and/or RV sales													P	P	P								
Marinas						A	A						P	P									
Mobile Food Vending									S	P	S	P	P	P	P	P	P						
Nursery with outdoor displays/storage												P	P	P									
Parking lot - Stand alone			S	S	S	S	S		S	S	S	P	P	P									
Pet services: indoor/outdoor												P	P	P									
Private club: indoor/outdoor												P	P	P									
Recreation, outdoor, commercial												P	P	P									
Recreational vehicle sales and accessory servicing												P	P	P									
Recycling center (outdoor)														P	P								
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance												P	P	P									
Retail sales, outdoor activities												P	P	P									
Retail services, outdoor activities												P	P	P									
Vehicle dealership, except RVs												P	P	P									
Vehicle sales, used												P	P	P									
Vehicle repair shop													P	P									

Exhibit "A" Page 4 of 5

Non-retail or Service Commercial	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Contractor storage yard													P	P	P			
Heavy equipment sales/repair													P	P	P			
Personal Storage Units										AS		S	P	P	P			
Mini-warehouse													P	P	P			
Petroleum, bulk, storage and distribution														P	P			
Radio and television studios and offices									P	P	P	P	P	P	P			
Recreation vehicle repair, assembly or overhaul													P	P	P			
Septic tank storage/service														P	P			
Boat repair, overhaul and assembly													P	P	P			
Warehouse														P	P			
Wholesale distributor <50,000 sq. ft.													P	P	P			
Wholesale distributor 50,000+ sq. ft.														P	P			
Alcoholic Beverage Establishments	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P			
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S			
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S			
Package Stores										P	S	P	P	P	P			
Light Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Airports/aviation uses														C	C	C		
Food processing/packaging														P	P			
Freight/trucking terminal														P	P			
Light industrial park														P	P			
Manufacture of finished products													P	P	P			
Printing/publishing													P	P	P			
Propane gas													P	P	P			
Research and development facilities									S	S	S	P	P	P	P	P		
Heavy Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Auto/vehicle salvage															P			

Exhibit “A” Page 5 of 5

Citrus processing plant	P																				P				
Cold storage and frozen food lockers																			P	P					
Communication towers									S	S	S	S	S	S	S	S	S	S	S	S	S				
Antennas						A	A		A	S	S	S	S	S	S	S	S	S	S	S	S				
Concrete plant																				P					
Crate and pallet plant																				P					
Dairy	P																	P	P	P					
Dry cleaning plant																				P					
Industrial park																				P					
Junkyard, general																				P					
Junkyard for vehicles																				P					
Laundry plant																		P	P	P					
Manufacturing																		P	P	P					
Mining	C																		C						
Storage of sand/gravel/blocks																		P	P						
Truck/vehicle repair for large vehicles/trucks																	P	P	P						
Truck stop																	P	P	P						
Public Service Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON							
Public buildings and grounds/public facilities									P	P	P	P	P	P	P	P	P	P							
Power substation/utility buildings	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P							
Education and Cultural Facilities/Institutional Uses/Recreation Uses/Conservation Uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON							
Cemetery	S	S	S	S	S	S						P	P			P	P								
Church/religious meeting place		S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P								
Golf course	P	P	P	P	P	S		P				P	P	P	P	P	P								
Hospital												P	P			P									
Private school (Preschool—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P								
Park/open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P								
Public school (K—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P								
Recreation, indoor, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P								
Recreation, outdoor, public	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P								
Social centers/museums		S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P								
Vocational/technical school												P	P	P	P	P	P								
University/college, small scale									S			P	P	P	P	P	P								
University/college, large scale												P	P	P	P	P	P								

Exhibit "B" – Page 1 of 4

New text is underlined.

New Section 21-64. Certified Recovery Residences; Written Request for Reasonable Accommodation.

(a) *Purpose and Construction.* This section permits an applicant to make a formal request for a reasonable accommodation from any provision of this Code that serves to prohibit establishment of a certified recovery residence. For purposes of this section:

(1) The term "acts" shall mean the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, et seq.

(2) The term "applicant" means a disabled individual, or a certified recovery residence servicing or intending to service one or more disabled individuals.

(3) The term "certified recovery residence" means a facility that is voluntarily certified pursuant to Section 397.487 of the Florida Statutes for the purpose of providing individuals with addiction treatment or for the purpose of assisting individuals reentering society after successful completion of a program of addiction treatment.

(4) The term "disabled" means disabled and/or handicapped within the meaning of the acts.

(5) The term "reasonable accommodation" means a reasonable and necessary modification or alteration in the application of a specific provision of this Code in order to afford an equal opportunity for the applying individual or the disabled within the applying service provider's care to use and enjoy housing within the City.

(6) This section shall be construed in harmony and accordance with the acts and with Section 397.487 of the Florida Statutes.

(b) *Request.* A request for reasonable accommodation must be submitted in writing on an application form approved and distributed by the City Manager or his or her designee. The application form shall contain such questions and requests for information as the City Manager or his or her designee deems necessary for processing the reasonable accommodation request and shall include, but not be limited to, the following:

Exhibit "A" – Page 2 of 4

(1) the name and contact information for the applicant and the applicant's authorized representative;

(2) the property address and parcel identification number;

(3) a description of the reasonable accommodation sought and the specific provision of this Code from which the reasonable accommodation is sought;

(4) a list of reasons why the specific provision of this Code serves to prohibit the establishment of a certified recovery residence;

(5) a general description of the qualifying disability or handicap sufficient to qualify the applicant as entitled to the protection of the acts, provided always that the City discourages inclusion of specific individually identifying medical information unless such information is necessary to qualify the applicant as entitled to the protection of the acts;

(6) A statement as to whether the applicant is seeking the accommodation to make certified recovery residence housing financially viable, with supporting documentation;

(7) A statement as to the therapeutic necessity of the accommodation for the applicant, with supporting documentation; and

(8) Proof of state management certification and state certification as applicable to the applicant and the location for which the reasonable accommodation is requested.

(c) *Fee.* There shall be a fee established by the City Manager in connection with a request for reasonable accommodation under this section and the City shall have no obligation to pay a requesting party's attorney's fees or costs in connection with preparing and filing the request or with responding to any inquiry made in connection with the request.

(d) *Filing Location and Date-Stamp.* In order to be considered, an application for reasonable accommodation must be fully completed and submitted to the Planning Division during the customary hours of operation of City Hall. Upon its receipt of a fully completed application, the Planning Division shall date-stamp the application with the time and date of filing.

(e) *Requests for Additional Information.* At any time within the first thirty (30) days after the application is filed with the Planning Division, the City Manager, or his or her designee, may request additional information from the applicant by notifying the applicant in writing and specifying in sufficient detail what information is required. The applicant shall have thirty (30) days from the date of the City Manager or his or her designee's request for additional information to provide the requested information. If the applicant fails to provide the requested additional information within thirty (30) days, the City Manager, or his or her designee, shall issue a written notice advising that the applicant failed to timely submit the additional information and therefore the applicant's request for reasonable accommodation is deemed abandoned and withdrawn and no further action by the City with respect to the application shall be required.

(f) *Determination.* The City Manager and his or her designee shall have the authority to consider and act on all requests for reasonable accommodation filed with the Office of the Planning Division. Within sixty (60) days of the date of the date of filing of a completed application for reasonable accommodation by the City, the City Manager or his or her designee shall issue a final written determination on the application and must approve the request in whole or in part, with or without conditions, or deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration. If the City Manager or his or her designee fails to issue a final written determination within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(g) *Revocation and Expiration of Granted Accommodation.*

(1) Any grant of accommodation issued by the City Manager or his or her designee may be revoked for cause including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required by Section 397.487 of the Florida Statutes if not reinstated within one hundred eighty (180) days.

(2) A grant of accommodation issued by the City Manager or his or her designee shall automatically expire if not implemented within one hundred eighty (180) days of the date of issuance.

(3) A grant of accommodation issued by the City Manager or his or her designee shall automatically expire if the property that is the subject of the grant of accommodation is abandoned or vacated for any consecutive period of one hundred eighty (180) days or more.

Exhibit “A” – Page 4 of 4

(h) *Appeal.* A written determination of the City Manager or his or her designee with respect to an application for reasonable accommodation is final and shall be deemed rendered as of the date thereof. An applicant may seek judicial review of an adverse written determination by filing a petition for certiorari with a court of competent jurisdiction within thirty (30) days of rendition.

Exhibit “C” Page 1of 1

Existing Chapter 21, Article II, Division 3, Sections: 21-64, 21-65, 21-66, 21-67, 21-68, 21-69, and 21-70 shall be renumbered without edits as illustrated in the table below.

Current Code Section	Title	New Code Section
Section 21-64	Nursing homes, assisted living facilities, and other care facilities	Section 21-65
Section 21-65	Moving of buildings	Section 21-66
Section 21-66	Requirements for lots divided by a right-of-way or easement	Section 21-67
Section 21-67	Alteration of lot size	Section 21-68
Section 21-68	Fences, walls, berms and hedges	Section 21-69
Section 21-69	Animal limitations	Section 21-70
Section 21-70	Waterfront properties	Section 21-71

Exhibit “D” Page 1 of 1

New text is underlined in red.

Section 21-531, Definitions.

Central business district shall mean a compact urban core area of a municipality or unincorporated urbanized area which serves as the primary center for economic activity in the jurisdiction (§ 9J-5.003 FAC). The City of Winter Haven has a designated central business district that is exempt from certain sign, landscaping and setback regulations. The district is bounded by Avenue D-NW, First Street, Avenue C-SW, and 6th Street (US 17).

Certified recovery residence shall mean a facility that is voluntarily certified pursuant to Section 397.487 of the Florida Statutes for the purpose of providing individuals with addiction treatment or for the purpose of assisting individuals reentering society after successful completion of a program of addiction treatment.

Child care shall mean the care, protection, and supervision of a child, for a period of less than twenty-four (24) hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee, or grant is made for car (F.S. § 402.302).

DATE: December 31, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Florida Job Growth Infrastructure Grant Agreement for Rail Spur – State of Florida Department of Commerce

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BACKGROUND:

On December 9, 2024 the City Commission authorized the City Manager, or his designee, to submit a Job Growth Grant application to the Department of Commerce, requesting $1,500,000 towards the construction of a rail spur from the Winter Haven CSX Intermodal Terminal to the proposed 41-acre Chick-fil-A (Project Ray) food grade, cold storage facility.

Upon review by the Department of Commerce, the grant application was awarded, with the Governor announcing the award at Winter Haven's Central Florida Intermodal Logistics Park on March 10, 2025.

A Grant Agreement (Agreement) between the State of Florida, Department of Commerce and the City of Winter Haven has been negotiated and finalized. The Agreement provides for grant payments of up to $1,500,000 to the City of Winter Haven (grantee) to be used towards the design and construction of the rail spur on a reimbursement basis.

The City, Chick-fil-A, and developer Tratt Properties, LLC (Tratt), will jointly provide project design and construction funds through a Cooperation Agreement executed by the City, by Tratt, and by Chick-fil-A's subsidiary distribution company Supply Properties II, LLC (CFA). Under the Cooperation Agreement, the City is responsible for $100,000 of the project's total cost, the Department of Commerce will be expected to provide the full $1,500,000 in grant funds, and remaining costs will be the responsibility of Tratt and CFA.

When the project is complete, the City will transfer ownership of the rail spur, and rights to the easements within which the rail spur will be constructed, to a commercial property owners' association known as Central Florida Intermodal Logistics Park Property Owners' Association, Inc, which will be financially responsible for ongoing maintenance and operation expenses. As part of the ownership

transfer, the City intends to assign all continuing covenants and obligations of the grant to the commercial property owners' association with the permission of the Department of Commerce.

According to the Grant Agreement, the City shall commence construction of the rail spur on, or before, March 15, 2026. Bid documents for the project have been prepared and published in advance of the City Commission's consideration of the Grant Agreement and Staff anticipates commencement of construction prior to the commencement deadline. Under its current terms, the Grant Agreement requires the project to be complete on or before June 30, 2026, however the City expects for Commerce to agree to a reasonable extension of the completion deadline.

FINANCIAL IMPACT:

Total cost for construction of the rail spur is estimated to be approximately $3,300,000. The City Maximum Contribution to the project is $100,000 and Tratt and CFA will provide interim project financing. In anticipation of a full disbursement of Department of Commerce Job Growth Grant reimbursement funds, all construction costs in excess of the City Maximum Contribution and the $1,500,000 Department of Commerce Job Growth Grant are the collective responsibility of Tratt and CFA.

The Cooperation agreement contains further details regarding the financial obligations of the parties.

STRATEGIC PLAN ALIGNMENT

The execution of a Grant Agreement to facilitate the construction of a rail spur is most aligned with the Economic Sustainability Strategic Pillar.

RECOMMENDATION:

Staff recommends the City Commission approve the Florida Job Growth Grant Agreement with the State of Florida Department of Commerce and authorize the City Manager to execute same and take any further action necessary thereto including, but not limited to, assignment thereof upon project completion.

ATTACHMENT:

- Florida Job Growth Grant Agreement

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FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS FLORIDA JOB GROWTH INFRASTRUCTURE GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and the **City of Winter Haven, Florida** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds.

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), Commerce has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to facilitate the economic development and growth of the State.

WHEREAS, Commerce has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to section 288.101, F.S.

WHEREAS, Commerce is authorized to enter into this Agreement pursuant to section 288.101, F.S. Grantee has authorized its officers to execute this Agreement on Grantee's behalf by Resolution or, alternatively, by other Commerce-approved form of official authorization, a copy of which is attached as Exhibit D and made a part of this Agreement.

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- **Exhibit A: Scope of Work**
- **Exhibit B: Audit Requirements**
  - **Exhibit 1 to Exhibit B: Funding Resources**
- **Exhibit C: Audit Compliance Certification**
- **Exhibit D: Grantee's Resolution**
- **Exhibit E: Notice of Completion and Engineer's Certification of Compliance**
- **Exhibit F: State and Federal Statutes, Regulations, and Policies**

WHEREAS, this Agreement and its Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency.

NOW, THEREFORE, incorporating by reference the foregoing recitals, which are an integral part of this Agreement, and for and in consideration of the agreements, covenants and obligations set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of July 17, 2025 ("Effective Date") and shall continue until the earlier to occur of: (a) December 31, 2039 ("Expiration Date")

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unless an extension of the time period is requested by Grantee and granted in writing by Commerce prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 11 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement will be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by Commerce in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: Commerce shall pay Grantee up to **One Million, Five Hundred Thousand Dollars and Zero Cents ($1,500,000.00) i**n consideration for Grantee's performance and services pursuant to this Agreement. In accordance with section 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by Commerce. Grantee shall not use funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. Commerce has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to section 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and Commerce may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if Commerce determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs that exceed the payment amount provided by Commerce.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide Commerce's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to Commerce's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with section 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a

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Grantee due to preparation errors will result in a delay of payment. Commerce is responsible for all payments under this Agreement.

d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with section 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

g. If Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is in a fiscally constrained county, as defined in section 218.67(1).

If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. Commerce shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters, or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. Commerce shall not pay Grantee until Commerce: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee must meet all requirements listed in Exhibit A, SCOPE OF WORK, and complete them by the specified deadline to fulfill the terms of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, Commerce shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through Commerce shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to Commerce, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing Commerce to enter into this Agreement, and in reliance on which Commerce has entered into this Agreement, as of the Effective Date, the dates on

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which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon Commerce's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not: (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of Grantee's indentures, material agreements or other material instruments; or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in section 287.133, F.S.) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in section 287.134, F.S.). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money, or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change, or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials. Grantee must keep Commerce informed continuously throughout the duration of this Agreement. This duty must be performed promptly.

d. Commerce shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of Commerce of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through Commerce's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to Commerce in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. If it is later discovered a material misstatement or omission was made, Grantee shall immediately inform Commerce.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any

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defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should a transfer of venue be necessary, Grantee agrees to pay all costs associated with the transfer. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is following the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. Commerce shall ensure compliance with sections 11.062 and 216.347, F.S. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of Commerce's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include but shall not be limited to salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and will comply with the requirements of section 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

e. Public Entity Crime: Grantee is aware of and understands the provisions of section 287.133(2)(a), F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two ($35,000 in 2023) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to Commerce if Grantee, or any of Grantee's affiliates, as defined in section 287.133(1)(a), F.S., is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires.

g. Disclosure of Sponsorship: As required by section 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If

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the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of section 287.134(2)(a), F.S. As required by section 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to section 287.135(5), F.S., Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If Commerce determines that Grantee has submitted a false certification, Commerce will provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Commerce's determination of false certification was made in error, Commerce may bring a civil action against Grantee. If Commerce's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee will be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of Commerce's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to Commerce if it or any of its affiliates, as defined by section 287.134(1)(a), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, subgrantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with sections 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by Commerce to perform Grantee's responsibilities hereunder. Grantee shall, upon request from Commerce's custodian of public records, provide Commerce with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from the Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

b) If Commerce does not possess a record requested through a public records request, Commerce shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to Commerce or allow the records to be inspected or copied within a reasonable time. If Grantee does

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not comply with Commerce's request for records, Commerce shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to Commerce within a reasonable time may be subject to penalties under section 119.10, F.S.

c) Grantee acknowledges that Commerce is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to Commerce under this Agreement may constitute public records under Florida Statutes. Grantee must cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S.

d) If Grantee submits records to Commerce that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be clearly marked and specifically identified as such by Grantee prior to submittal to Commerce. Failure to clearly mark and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to Commerce may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Grantee does not transfer the records to Commerce upon termination of this Agreement.

e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify Commerce of the receipt and content of such request by sending an e-mail to PRRequest@Commerce.fl.gov within one business day from receipt of such request.

g) Grantee shall notify Commerce verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of Commerce. Grantee shall cooperate with Commerce in taking all steps as Commerce deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@Commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of section 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

b) Grantee shall refund to Commerce any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to Commerce all funds paid exceeding the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

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7) Section 288.101, F.S.: Grantee shall: (a) construct or repair the state or local public infrastructure that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of section 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement to promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry via the construction or repair of the public infrastructure; and (d) the public infrastructure must be: (i) owned by the public, and be for public use or predominately benefit the public; and (ii) if the public infrastructure is leased or sold, it must be leased or sold at fair market rates or value.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to Commerce no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole and absolute discretion, may refuse to honor any requests submitted after this time and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to Commerce any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to Commerce such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if Commerce first discovers an overpayment, Commerce shall notify Grantee in writing, and Grantee shall repay to Commerce each such overpayment no later than 30 calendar days after receiving Commerce's notification. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Commerce may charge interest at the highest lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. Commerce is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if Commerce imposes financial consequences on Grantee pursuant to the terms of this Agreement, Commerce has the right to recoup all resulting cost, monetary loss and/or funds owed to Commerce or the State, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to Commerce or the State arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay Commerce in full such cost, loss, and/or funds owed to Commerce or the State with non-State funds within 30 calendar days of the date of notice of the amount owed, unless Commerce agrees, in writing, to an alternative timeframe. Commerce, in Commerce's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to Commerce or the State under this Agreement.

11. AUDITS AND RECORDS:

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

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds Commerce provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon

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Commerce's request, Grantee shall cooperate with Commerce to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@Commerce.fl.gov. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between Commerce and Grantee.

g. Grantee shall: (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided under this Agreement with any other funds, projects, or programs. Commerce may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
   i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
   ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

c. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which

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consent may be withheld in Commerce's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*. Commerce will always be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If Commerce approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend Commerce against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, and agents performing work under this Agreement. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all Commerce security and administrative requirements detailed herein. Commerce may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. Commerce may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, Commerce may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of Commerce.

e. In accordance with section 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving Commerce's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

f. Grantee shall provide to Commerce a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and shall be sent to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.) Notwithstanding the terms "equipment" and "fixtures" in the definition of "nonexpendable property" cited above, Commerce and the Grantee agree that rail spur components, once placed, become affixed to real property and legally a part thereof and such components, once placed, do not constitute nonexpendable property. Further Commerce and Grantee agree that this provision does not apply to interests in real property

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable

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property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without Commerce's written permission; provided further that Grantee shall always follow Commerce's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in Commerce and said property shall be transferred to Commerce upon completion or termination of this Agreement unless otherwise authorized in writing by Commerce.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with section 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, as defined in Commerce Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

18. INSURANCE: Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., then pursuant to section 768.28(19), F.S., neither Party provides insurance for the other. Grantee will require all of its contractors to provide insurance to Commerce as set forth below and all insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide Commerce with written verification from Grantee's contractor/subcontractor/consultant/subconsultant of the existence and amount for each type of applicable insurance coverage. The insurance policy must name Commerce as an additional insured and identify Commerce's Agreement Number. Within 30 calendar days of the Grantee's retention of a contractor/subcontractor/consultant/subconsultant, Grantee shall furnish Commerce with proof of applicable insurance coverage obtained by Grantee's contractor/subcontractor/consultant/subconsultant by standard ACORD form certificates of insurance. If any applicable coverage is cancelled for any reason, Grantee's contractor/subcontractor/consultant/subconsultant shall be contractually required to immediately notify Commerce of such cancellation and must obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

b. Commerce shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's contractor/subcontractor/consultant/subconsultant's sole responsibility. Grantee's contractor/subcontractor/consultant/subconsultant shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Grantee's contractor/subcontractor/consultant/subconsultant shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance

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shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Grantee's contractor/subcontractor/consultant/subconsultant shall cause Commerce to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to Commerce as an Additional Insured shall be primary and non-contributory as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement and may not be shared with or diminished by claims unrelated to the agreement. The policy/ies and coverage described herein may be subject to a deductible. Grantee's contractor/subcontractor/consultant/ subconsultant shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, Commerce shall be provided with an ACORD Certificate of Liability Insurance and the applicable endorsement(s) reflecting the coverage described herein. Commerce shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. Commerce's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses Commerce may have.

2) Workers' Compensation and Employer's Liability Insurance: Grantee's contractor/subcontractor/consultant/subconsultant, at all times during the term of this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

3) Other Insurance: During the term of this Agreement, Grantee's contractor/subcontractor/consultant/subconsultant shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK**.**

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, chapter 119, F.S., and other applicable state and federal laws must govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees while performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with State and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to Commerce's network and/or applications, to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other

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individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, at Grantee's sole expense, but only after receipt of Commerce's written approval of the contents of the notice. If requested by Commerce, Grantee will include credit monitoring services at Grantee's sole expense for those individuals affected or potentially affected by a breach of security for a two-year period following the breach. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in section 501.171, (1)(a), F.S. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify Commerce in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or because of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose

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whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with section 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with section 1004.23(6), F.S.

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is always acting and performing as an independent contractor. Commerce shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, and assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind Commerce unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment because of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by Commerce in Exhibit A, SCOPE OF WORK, Commerce will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. Commerce shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against Commerce for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

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26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: Commerce may terminate this Agreement if:

a. Commerce determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24-hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for 60 calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for 60 calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to pay its debts as they become due, admits in writing its inability to pay its debts, fails generally to pay its debts as they become due, or if any writ or warrant of attachment or execution or similar process is issued or levied against all of any significant part of Grantee's property, or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by Commerce of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if Grantee meets Commerce's Return on Investment requirement outlined in **Exhibit A Scope of Work**, Grantee and Commerce may agree to terminate this Agreement early.

i. Notwithstanding anything in this Agreement to the contrary, if Commerce exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement

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payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within 30 calendar days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as Commerce specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, Commerce shall decide disputes concerning the performance of this Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

29. INDEMNIFICATION: Grantee is a state agency or subdivision, as defined in section 768.28(2), F.S., and pursuant to section 768.28(19), F.S., neither Party provides indemnification or assumes any liability for the other Party for the other Party's negligence. Nothing herein is intended to waive the sovereign immunity of Commerce or the Grantee, regardless of whether any obligation, claim, or cause of action is based on, or sounds in, tort, contract, strict liability, negligence, products liability, or otherwise, and any obligation of Commerce and its officers, employees, and agents, and the Grantee and its elected officials, officers, employees and agents, shall be limited in the same manner that would apply if the obligation was based on, or arose out of, an action at law to recover damages in tort and was subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract. However, the Grantee will require all of its contractors, consultants, subcontractors, and subconsultants to provide indemnification as set forth.

a. Grantee's contractors, subcontractors, consultants, and subconsultants shall be fully liable for the actions of their agents, employees, partners, and subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee's contractor/subcontractor/consultant/subconsultant, its agents, employees, partners, or subcontractors; provided, however, that Grantee's contractors, subcontractors, consultants, and subconsultants shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages caused exclusively by Commerce of the State's negligent act or omission.

b. Further, Grantee's contractors, subcontractors, consultants, and subconsultants shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's contractor's/subcontractor's/consultant's/subconsultant's products or Commerce's operation or use of Grantee's contractor's/subcontractor's/consultant's/subconsultant's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's contractor's/subcontractor's/consultant's/subconsultant's opinion is likely to become the subject of such a suit, Grantee's contractor/subcontractor/consultant/subconsultant may, at Grantee's contractor's/subcontractor's/consultant's/subconsultant's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee's contractor/subcontractor/consultant/subconsultant is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee's contractor/subcontractor/consultant/subconsultant shall remove the product and refund Commerce the amounts paid more than a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

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c. The obligations of Grantee's contractors, subcontractors, consultants, and subconsultants under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee's contractor/subcontractor/consultant/subconsultant (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the contractor's/subcontractor's/consultant's/subconsultant's sole expense, and (3) assistance in defending the action at Grantee's contractor's/subcontractor's/consultant's/subconsultant's sole expense.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify, defend, and hold Commerce harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to Commerce for reimbursement for costs under this Agreement where Commerce is imposing the financial consequences stated herein.

e. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Commerce and all of its officers, agents, and employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due in part or whole to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $300,000 or two times the total dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, Commerce shall not be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if Commerce has been advised that such damages are possible. Commerce shall not be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State or Commerce may set off any liability or other obligation of Grantee or its affiliates to the State or Commerce against any payments due Grantee under any Agreement with the State or Commerce.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is

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available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to mitigate the resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay will not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing timely notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to Commerce or the State, in which case, Commerce may do any or all of the following: (1) accept allocated performance or deliveries from Grantee; provided, that Grantee grants preferential treatment to Commerce with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing Commerce in Commerce's sole and absolute determination to make unilateral changes to this Agreement, no amendment will be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of Commerce. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions Commerce provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, or any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this Agreement. Commerce may,

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at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personal.y delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Winter Haven, Florida	Eric Labbe
Post Office Box 2277	451 Third St. NW
Winter Haven, FL 33883	Winter Haven, FL 33881
Phone: (863) 291-5600	863.291.5600
FEIN:59-6000453	
mstavres@mywinterhaven.com	elabbe@mywinterhaven.com

Commerce's Agreement Manager:

Gary Cooper
107 E. Madison St. MSC-80
Tallahassee, FL 32399
850-717-8970
Gary.Cooper@Commerce.fl.gov

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and, in the exhibits, attached hereto and incorporated herein, the Parties' duly authorized officials sign this Agreement.

	FLORIDA DEPARTMENT OF COMMERCE		**CITY OF WINTER HAVEN, FLORIDA**
By	_____ Signature	**By**	_____ Signature
Title	**J. Alex Kelly Secretary**	**Title**	**T. Michael Stavres City Manager**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, F.S., established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support State or local public infrastructure projects that promote economic recovery in specific regions of the state, economic diversification, or economic enhancement in a targeted industry.

Grantee has been awarded **$1,500,000.00** for the construction of a new, 4,500-foot rail spur within the Central Florida Intermodal Logistics Center (CFILC). The project will include the design and construction of the rail spur and turnout/switch and will provide rail access to approximately 350 acres of industrial land within the CFILC. The new rail spur will benefit the logistics industry, including refrigerated warehousing and storage, and is expected to create at least 200 new, well-paying jobs. Prior to the commencement of construction, the Grantee must secure an appropriate easement or other equivalent property interest, subject to Commerce's review and approval to ensure significant public benefit and access for rail spur users.

2. GRANTEE'S RESPONSIBILITIES:

a. **COMMENCEMENT AND TIMELINE**.

1) The Parties' execution of this Agreement shall be deemed a Notice to Proceed to Grantee for the design phase of the Project which is further delineated in Paragraph b. immediately below.
Commerce shall not reimburse Grantee for any work performed prior to July 17, 2025, unless Commerce expressly agrees to do so in a separate writing.

2) Prior to commencing the construction work described in this Agreement, Grantee shall:
- Provide to Commerce's Agreement Manager one copy of the final signed and sealed design plans, signed and sealed specifications, and final bid documents; and
- Request from Commerce's Agreement Manager a Notice to Proceed.

Commerce shall not reimburse Grantee for any construction work performed prior to the issuance of the Notice to Proceed.

3) Work on the Project shall commence on or before March 15, 2026, (the "Commencement Date"), unless terminated earlier. Commerce shall have the immediate right to terminate this Agreement if Grantee fails to commence the construction of the Project by the Commencement Date and provide evidence of the same to Commerce upon Commerce's request to Commerce's satisfaction. If construction in connection with the Project does not commence within two (2) years of the Effective Date, Commerce may immediately terminate this Agreement.

4) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, (the "Expend by Date") shall be forfeited and shall revert to Commerce. For the purposes of this Agreement, expended means when funds have cleared the Grantee's banking institution.

b. **DESIGN, PERMITS, APPROVALS, AND CONSTRUCTION STANDARDS**.

1) Grantee shall undertake or procure the design, construction, and Consultant Construction Engineering Inspection ("CCEI") or Construction Manager at Risk ("CMAR") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including any other applicable standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Grantee.

2) Grantee shall certify to Commerce that Grantee's design consultant and/or construction contractor has secured the necessary permits, including but not limited to, building permits. Grantee shall provide to Commerce certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained. If Grantee fails to provide each required certification to Commerce on or before the Commencement Date, Commerce may, in its sole and absolute discretion, terminate this Agreement.

3) Grantee shall provide to Commerce its written notification of either its intent to:

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a) Award the construction of the Project to a licensed contractor which is the lowest, responsive, and responsible bidder in accordance with applicable State and federal statutes, rules, and regulations. Grantee shall then submit a copy of the bid tally sheet(s) and awarded bid contract; or

b) Construct the Project utilizing existing Grantee employees, whose qualifications have been reviewed and approved by Commerce, if Grantee can complete said Project within the time frame delineated in Section 1 of this Agreement.

4) If the Project is procured pursuant to chapter 255, F.S., for construction services and at the time of the competitive solicitation for the Project fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds, then Grantee must comply with the requirements of sections 255.0991 and 255.0992, F.S.

5) Grantee is responsible for the preparation of all design plans for the Project. Grantee shall hire a qualified consultant for the design phase of the Project using Grantee's normal procurement procedures to perform the design services for the Project.

6) Grantee shall hire a licensed contractor using Grantee's normal bid procedures to perform the construction work for the Project.

7) Grantee shall hire a qualified CCEI or CMAR to perform construction oversight including the obligation to assure that all verification testing is performed in accordance with, when applicable, the current Florida Department of Transportation's Standard Specifications for Road and Bridge Construction ("Standard Specifications"), as amended from time to time. Commerce shall have the right, but not the obligation, to perform independent assurance testing during construction of the Project. The CCEI or CMAR firm may not be the same firm as that of the Engineer of Record for the Project.

8) Grantee shall require Grantee's contractor to post a payment and performance bond in accordance with section 337.18(1), F.S. and as set forth in the Standard Specifications.

9) Grantee shall require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement insurance as set forth in section 18 of the Agreement. Grantee shall cause its contractor to provide the greater of the insurance coverage as set forth in section 18 of the Agreement or insurance coverage in accordance with Section 7-13 of the Standard Specifications.

10) Grantee shall require Grantee's contractor to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, the Standard Specifications, and that it meets any other applicable standards.

11) Grantee must expend funds provided pursuant to this Agreement in a timely manner and solely for the purpose of the approved Project. Grantee shall not use the funds for mitigation, the installation or relocation of utilities, for any legal action against the State or Commerce, or costs associated with preparation of the Proposal.

12) Upon completion of the work authorized by this Agreement, Grantee shall notify Commerce in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as Exhibit E. The certification shall state that work has been constructed in compliance with the Project design plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation. All deviations shall have had prior written approval from Commerce in advance of the deviation being constructed.

13) Upon completion of the Project, Grantee shall be responsible for maintenance of the facilities that are constructed under this Agreement for so long as it owns an interest in the real property on which the Project is situated. If Grantee conveys its interest in the real property on which the Project is situated, Grantee shall require the receiving party, together with its heirs and assigns, to undertake all future maintenance of facilities required by this Agreement The terms of this provision shall survive the termination of this Agreement and may be enforced by Commerce.

c. **RETURN ON INVESTMENT**. Grantee's failure to meet the Return-on-Investment criteria set forth herein will result in the additional financial consequences set forth in Section 5, below.

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1) Grantee shall certify that a private capital investment (excluding the acquisition or leasing of real property) of at least $100,000,000 has been made and paid for by private businesses at the location of the Project or in connection with the Project, calculated as set forth in section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the 10 year anniversary of the Expend by Date falls (such date, the "Capital Investment Date").
2) Grantee shall certify that at least 200 New Jobs have been created as a result of the Project, calculated as set forth in Section 13 of this Scope of Work, after the Effective Date and on or before December 31st of the year on which the ten (10) year anniversary of the Expend by Date falls (such date, the "Job Creation Date").

d. **COMPLETION OF CONSTRUCTION:** Grantee shall:
   a. Obtain all City and State permits required
   b. Complete design and engineering plans
   c. Clear all vegetation necessary to install rail spur
   d. Installation of a new, 4,500-foot rail spur

3. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary at Commerce's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES: Grantee shall provide the following services as specified:

Deliverable No. 1:		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete design and engineering plans in accordance with Sections 2.b and 2.d of this Scope of Work.	Complete design and engineering plans in accordance with Sections 2.b and 2.d of this Scope of Work, evidenced by submission to FloridaCommerce's Agreement Manager of copies (in digital or hard copy format) of final design and engineering plans.	Failure to meet the minimum level of service by December 31, 2025, shall result in non-payment.
		DELIVERABLE NOT TO EXCEED: $25,000.00
Deliverable No. 2:		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Complete installation of rail spur in accordance with Sections 2.b and 2.d of this Scope of Work.	Completion of the installation of the rail spur as detailed in sections 2.b and 2.d of the Scope of Work. Grantee may be allowed reimbursement upon completion of construction activities in accordance with sections 2.b and 2.d of this Scope of Work in the following increments: 10% 20% 30% 40% 50% 60% 70% 80% 90%, and 100%. Progress shall be evidenced by submission of the following documentation: 1. Completed AIA Forms G702 and G703, singed by a licensed	Failure to meet the minimum level of service by June 30, 2026, shall result in non-payment.

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	professional certifying to the percentage of project completion. 2. Photographs of project in progress; and 3. Invoice package in accordance with Section 7 of this Scope of Work.	
DELIVERABLE NOT TO EXCEED: $1,475,000.00		
TOTAL AMOUNT NOT TO EXCEED $1,500,000.00		

Cost Shifting: deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten percent (10%)** of each deliverable total funding amount. Changes that exceed **ten percent (10%)** of each deliverable total funding amount will require a formal written amendment, as described in Section 24., of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

5. Financial Consequences: The following financial consequences apply under the following circumstances:

a. RETURN ON INVESTMENT. If Grantee does not satisfy the requirements set forth in Section 2(c)(1) of this Scope of Work, then Commerce may demand, and Grantee shall repay to the State, a prorated amount of forty percent (40%) of the total award under this Agreement. If Grantee does not satisfy the requirements set forth in Section 2(c)(2) and (3) of this Scope of Work, then Commerce may demand, and Grantee must repay to the State, a prorated amount of one hundred percent (100%) of the total award under this Agreement. If Grantee has not received reimbursement for the total amount of funds available under this Agreement, then Commerce will reduce the total award amount under this Agreement by an amount equal to such sanction, and Grantee shall only be required to repay out of Grantee's funds the difference thereon. Commerce has the right, in its sole discretion, to demand repayment of all funds provided to Grantee under this Agreement if Grantee has not met all the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated. If Commerce makes such a demand for repayment, Grantee shall remit funds to Commerce within 24 months of such demand. In addition to any other remedies available to Commerce, in the event that Grantee fails to remit such funds to Commerce within 24 months of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. Commerce will calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date. Commerce shall calculate interest based on the number of days elapsed after the 24th month and until the day Grantee makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate financial consequences imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

b. Grantee shall only be eligible for its pro rata costs relative to its timely completion of the Project, and Commerce shall withhold the remainder until the earlier of Grantee's realization of timely performance under the work schedule, or completion of the Project. For example, if Grantee submits an invoice for reimbursement for $100,000 and the project is behind schedule by 10%, then Grantee shall only be reimbursed for $90,000, and the remaining $10,000 will be withheld.

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c. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(c), Commerce hereby grants to Grantee the one-time right, privilege, and option (the "Option") to extend the Expiration Date, the Job Creation Date, and the Capital Investment Date by 12 months. In the event that Grantee exercises the Option, within 10 business days of exercising the Option, Grantee shall pay to Commerce a sanction equal to ten percent (10%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to Commerce written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon Commerce's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Reporting is due quarterly until expiration date, or Grantee meets full completion of the ROI defined in Section 2.c, whichever comes first. Full completion of section 2.c enacts an administrative close out. Quarterly reports are due to Commerce no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of Project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to meet the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

d. Follow-up Reports: By no later than January 31st of the year immediately following the year on which the 10 year anniversary of the Expend by Date falls, Grantee shall provide Commerce with a written certification of the actual number of New Jobs created by each business as a result of the Project (including the name of each business), Retained Jobs retained by each business as a result of the Project (including the name of each business) (if applicable), and the amount of private capital investment made and paid for by private businesses at the location of the Project or in connection with the Project after the Effective Date (including the name of each business). This paragraph will survive termination of this Agreement.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of section 215.971(1), F.S., and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

a. Grantee shall provide one invoice per _month_ for all services rendered during the applicable period of time.

b. The following documents shall be submitted with the itemized invoice:

1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the Project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4,

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DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement;

2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the Project, or a quantifiable portion of the Project, is complete;
4) Photographs of the project in progress and completed work;
5) A copy of all supporting documentation for vendor payments;
6) A copy of the cancelled check(s) specific to the Project; and
7) A copy of the bank statement that includes the cancelled check.

c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and as specified above in Section 4, DELIVERABLES, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's rights under this Agreement, at law, or in equity, including but not limited to, Commerce's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement, and this Scope of Work.

The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by Commerce would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each Party further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bear a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that Commerce will suffer or incur as a result of any such breach and is not a penalty. **Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are a penalty, excessive, or punitive**. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions Commerce would not enter into this Agreement and therefore the Agreement will be treated as void ab initio if the financial consequences or liquidated damages are invalidated.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors, or employees, operational fraud, or criminal activities to Commerce's Agreement Manager in writing within 24 hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by Commerce; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment. This provision does not apply in the event of termination by mutual agreement pursuant to Section 27 h. of this Agreement.

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11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide a 90-calendar day advance written notification to Commerce, if during the five-year period following the termination of this Agreement, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement's property or modify the use of this Agreement's property from the purposes authorized herein. If either of these situations arise, Commerce shall have the right, in Commerce's sole discretion, to demand that Grantee reimburse Commerce for part or all the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: the real property subject to the improvements is used for the purposes provided in this Agreement.

13. CRITERIA FOR MEASURING RETURN ON INVESTMENT:

a. **Project Jobs Definitions and Determination.** The following definitions and procedures will be used in determining and reporting the number of new jobs created because of the Project.

    1) New Job – means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, created because of the Project. New Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this state. New Jobs may not include temporary or seasonal jobs associated with cyclical business activities, or to substitute for permanent employees on a leave of absence, or temporary construction jobs related to the Project. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. Jobs only constitute New Jobs if they are created on or after the Effective Date, **and only if** they result in a net increase in overall employment because of the Project. Jobs are **not** considered new if they moved from another Florida location to the location of the Project, unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s).

    2) Retained Jobs – Retained Jobs are jobs that would have been eliminated or relocated to another Florida location or outside of the state, if the Project was not undertaken by Grantee.

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3) Leased Employees – Leased employees may be counted toward Grantee's jobs requirement if they are engaged to meet an on-going labor requirement directly resulting from the Project. Independent Contractors meeting the criteria of leased employees may also be counted towards Grantee's job requirement so long as the actual wages paid, excluding expenses, by a business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with a FEIN) generally do not qualify as New Jobs as they relate to the "fee-for-service" arrangement described below. Employees of a business that has entered a fee-for-service contract with a business benefiting from the Project in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are not Project Jobs. Examples of fee-for-service contracts in which the service providers' employees are generally not considered "New Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

b. **Calculation of Project Jobs.** The following methods will be used to determine the number of Project Jobs.

1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1,820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If Grantee uses pay periods of less than one month, total all the reported hours worked by the FTEs during the Performance Certification Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.

3) New Job Calculation – The number of New Jobs created on or after the Effective Date must equal or exceed the number of jobs in existence prior to the Effective Date. The number of New Jobs required to be created in accordance with this Scope of Work for the applicable performance period must exceed the number of existing jobs plus the number of New Jobs created in any performance period.

c. **Determination of Capital Investment.** Commerce accepts as capital investment so-called "hard" costs (such as construction and renovations of buildings, and acquisition of equipment) and "soft" costs (such as eligible capitalized labor, architectural and engineering services, and document printing and mailing costs). Eligible capital investment expenditures are those that are ordered/invoiced and paid for on or after the Effective Date and before the Capital Investment Date.

End of Exhibit A (SCOPE OF WORK

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR 200.90, 200.64, and 200.70.

1. A recipient that expends $1,000,000.00 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000.00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $1,000,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $1,000,000.00 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate

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entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $1,000,000.00 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $1,000,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@Commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room

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401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): mailto:Audit@Commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request without cost. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCES

FEDERAL RESOURCES AWARDED TO THE GRANTEE, AS REFERRED TO IN THIS EXHIBIT 1 TO EXHIBIT B AS SUBRECIPIENT, PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	N/A
Assistance Listing Title	N/A
Assistance Listing Number	N/A
Award Amount	**N/A**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. Commerce will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through Commerce's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules, and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	Florida Department of Commerce

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Catalog of State Financial Assistance Title	Economic Development Tax Refund, Tax Credit, and Grant Program.
Catalog of State Financial Assistance Number	40.043
Award Amount	**$1,500,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 CFR 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $1,000,000.00 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $1,000,000.00 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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EXHIBIT D

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EXHIBIT E

NOTICE OF COMPLETION AND ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA JOB GROWTH GRANT FUND AGREEMENT
Between
THE FLORIDA DEPARTMENT OF COMMERCE
and _____

PROJECT DESCRIPTION:

_____

Commerce Agreement No.

_____

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Florida Job Growth Grant Fund Agreement, the undersigned Engineer of Record certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, Grantee shall furnish Commerce a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

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Exhibit F

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State, and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 CFR 25, pursuant to which the award term set forth in Appendix A to 2 CFR 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 CFR 170, pursuant to which the award term set forth in Appendix A to 2 CFR 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR 180, subpart B) that the award is subject to 2 CFR 180 and Treasury's implementing regulation at 31 CFR 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 CFR 20.
   g. New Restrictions on Lobbying, 31 CFR 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

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DATE: December 31, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Approval of a Cooperation Agreement by, and among, Tratt Properties, LLC., Central Florida Intermodal Logistics Park Property Owners' Association, Inc., Supply Properties II, LLC., The City of Winter Haven, Florida, and First American Title Insurance Company for Rail Spur

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BACKGROUND:

On December 9, 2024 the City Commission authorized the City Manager, or his designee, to submit a Job Growth Grant application to the Department of Commerce, requesting $1,500,000 towards the construction of a rail spur from the Winter Haven CSX Intermodal Terminal to the planned 41-acre Chick-fil-A (Project Ray) food grade, cold storage facility.

Upon review by the Department of Commerce, the grant application was awarded, with the Governor announcing the award at Winter Haven's Central Florida Intermodal Logistics Park on March 10, 2025. The Department of Commerce grant provides the City with access to $1,500,000 in state job growth funds to be used toward the design and construction of the rail spur on a reimbursement basis.

The rail spur project involves public installation of approximately 1.25 miles of railroad track running from the CSX Southern Wye track to the East property line of the Chick-fil-A cold storage facility grounds. The total cost of the rail spur project is expected to be at or near $3,300,000.

To better define the rights, responsibilities, and obligations of the City, of Chick-fil-A's subsidiary distribution company Supply Properties II, LLC (CFA), and of property seller Tratt Properties, LLC (Tratt), the parties have elected to jointly draft a Cooperation Agreement containing all material rail spur financing, design, construction, ownership, and maintenance terms. According to the Cooperation Agreement, the City is responsible to design, permit, and construct the rail spur as well as provide a "City Maximum Contribution" toward rail spur project costs in the amount of $100,000. Tratt and CFA will provide interim project financing to the City using a City-accessible draw-down escrow account and the Department of Commerce is expected by the parties to commit the full $1,500,000 in reimbursable grant

funds. Project costs associated with the rail spur project that exceed the City Maximum Contribution and the reimbursement grant award sum will be the responsibility of Tratt and CFA, collectively.

Construction of the rail spur will be performed by a City-selected railroad construction contractor on a railroad-provided easement in accordance with plans developed by City design consultant, Kimley-Horn and Associates, Inc., and a Private Sidetrack Agreement executed by Central Florida Intermodal Logistics Park Property Owners' Association, Inc. (Association) and CSX Transportation, Inc. (CSXT). Copies of the railroad easement, the Kimley-Horn plans, and the Private Sidetrack Agreement are attached to the Cooperation Agreement as exhibits.

Once construction of the rail spur is finished and accepted by CSXT, Tratt, and CFA, the Cooperation Agreement provides that City will execute a bill of sale of the constructed rail spur, together with a written assignment of the easement underlying the rail spur, and an assignment of all continuing obligations or requirements imposed by the Department of Commerce grant agreement, to the property owners' Association for perpetual management, maintenance, operation, and repair of the rail spur project.

FINANCIAL IMPACT:

As noted earlier, total cost for construction of the rail spur is estimated at approximately $3,300,000. The City is expected to provide a financial contribution to the project in the amount of $100,000, which sum equals the City's Maximum Contribution as defined in the Cooperation Agreement. All construction costs in excess of the City's $100,000 contribution and the expected $1,500,000 in Department of Commerce Job Growth Grant reimbursement funds are the collective responsibility of Tratt and CFA. The City is not expected to bear any management, maintenance, operational, or repair costs related to the rail spur project once construction is complete and the project and easement are assigned to the Intermodal Park Property Owners' Association.

STRATEGIC PLAN ALIGNMENT

The adoption of a Cooperation Agreement to facilitate the construction, management and use of a rail spur is most aligned with the Economic Sustainability Strategic Pillar.

RECOMMENDATION:

Staff recommends the City Commission approve the Cooperation Agreement, authorize the Mayor and municipal officers to execute the Cooperation Agreement and any related documentation, and authorize and instruct the City Manager to take any further municipal action pursuant to and in accordance with

the Cooperation Agreement in order to accomplish its purposes, including, but not limited to, designing, constructing, and delivering the rail spur.

ATTACHMENT:

- Cooperation Agreement

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (this "**Cooperation Agreement**") is made and entered into this 12th day of January, 2026 ("**Effective Date**"), by and among **TRATT PROPERTIES, LLC**, an Arizona limited liability company ("**Tratt**"), **CENTRAL FLORIDA INTERMODAL LOGISTICS CENTER PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**"), **SUPPLY PROPERTIES II, LLC**, a Georgia limited liability company ("**CFA**"), **THE CITY OF WINTER HAVEN, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**"), and **FIRST AMERICAN TITLE INSURANCE COMPANY** ("**Escrow Agent**"). Tratt, the Association, CFA, and the City are sometimes referred to herein collectively as the "**Parties**", or individually as a "**Party**".

RECITALS

A. The City has obtained a funding commitment from the State of Florida Department of Commerce ("**Commerce**") by way of the Florida Job Growth Grant Fund in the amount of $1,500,000.00 (the "**Grant**") to offset a portion of the cost of the development and construction of the extension of the existing rail line (the "**Rail Extension**") located on Polk County Parcel Identification Number 262926-000000-014010 (the "**EWR Tract**") owned by Evansville Western Railway, Inc., a Delaware corporation ("**EWR**"), across a parcel owned by EWR identified as Polk County Parcel Identification Number 26-29-27-000000-011000 (the "**EWR Easement Parcel**") pursuant to an easement granted by EWR to the City (to be held during the construction of the Rail Extension) and to be assigned after the completion of the construction of the Rail Extension by the City to the Association (the "**EWR Easement**"), in a location reflected more particularly on **Exhibit A** attached hereto and incorporated herein by reference, to the boundary of the Central Florida Intermodal Logistics Park (the "**ILP**") and the boundary line of the property owned by CFA as more particularly described on **Exhibit B** attached hereto (the "**CFA Property**").

B. The City and Commerce have entered into a grant agreement (the "**Grant Agreement**") that governs the disbursement of the Grant and addresses the various rights and obligations of Commerce, the City, and successor owners of EWR Easement rights, all with respect to the development, construction, and operation of the Rail Extension, and the return on investment required in connection with the Grant (the "**Return on Investment Requirement**").

C. This Cooperation Agreement is, and the Parties are, subject to and governed by the provisions of the Grant Agreement as it relates to the Grant, the development, construction, and operation of the Rail Extension, and the Return on Investment Requirement. In the event of any conflict between the provisions of this Cooperation Agreement and the Grant Agreement, the Parties hereto agree that the provisions of the Grant Agreement shall prevail.

D. The specified public purpose of the Grant is to provide rail access for members of the public with sufficient property rights within the approximately three hundred and fifty (350) acre ILP industrial park.

E. As grantee, the City shall be responsible for the design, permitting and construction of the Rail Extension through engineers, contractors and others who are engaged by the City to

complete the Rail Extension in accordance with the terms, conditions, and requirements of the Grant Agreement. The Parties agree to cooperate with each other by providing funding for completion of the Rail Extension pursuant to the terms, conditions, and requirements of this Cooperation Agreement.

F. The City shall not be responsible for the payment of any Rail Extension Costs (as hereinafter defined) in excess of the City Maximum Contribution (as hereinafter defined). Likewise, the City shall not be responsible for any increase in the Budget in excess of the City Maximum Contribution. The City shall only be required to apply the City Maximum Contribution towards the authorized costs for the Rail Extension together with any and all Grant Funds (as hereinafter defined) received pursuant to the provisions of the Grant Agreement and held pursuant to this Cooperation Agreement. Tratt and CFA shall be responsible for all Rail Extension Costs, including any increase of the Rail Extension scope of work or Budget, in excess of the sum of the Grant Funds and the City Maximum Contribution, all in accordance with the provisions of this Cooperation Agreement.

G. The Association is responsible, pursuant to the provisions of the Amended and Restated Declaration of Covenants, Restrictions, and Easements of Central Florida Integrated Logistics Park recorded on March 3, 2022, in Official Records Book 12143, Page 2235, public records of Polk County, Florida (the "**Declaration**") for the care, maintenance, repair and replacement of Amenities (as defined in the Declaration) within the ILP.

H. After construction of the Rail Extension by the City, the City shall execute a bill of sale of the Rail Extension assets and a written assignment (in recordable form) of the EWR Easement, and the Grant Agreement, if assignable (collectively, the "**Assignment Documents**"), in favor of the Association (the "**Assignment**") on forms acceptable to the City and Commerce.

I. Pursuant to that certain sidetrack agreement (the "**Sidetrack Agreement**"), a copy of which is attached hereto and incorporated herein by reference as **Exhibit C**, by and between CSX Transportation, Inc., a Virginia corporation ("**CSX**") and the Association that governs, among other things, the construction of the Rail Extension, the Association shall, at such time that the Rail Extension is complete and the EWR Easement and Grant Agreement, if assignable, have been assigned to the Association, inspect, maintain, repair and replace the Rail Extension on the EWR Easement Parcel as a Common Area (as defined in the Declaration) for the use and benefit of some or all of the Members of the Association, including, without limitation, CFA.

J. EWR, as seller, and **WHIP 6 QOZB, LLC**, a Wyoming limited liability company, an affiliate of Tratt ("**WHIP 6**"), as purchaser, entered into that certain Purchase and Sale Agreement (Easement) (the "**Easement PSA**"), pursuant to which EWR agreed to sell and grant, and WHIP 6 agreed to purchase (with the right, at the election of WHIP 6, to instruct EWR to convey the EWR Easement to the City at Closing) the EWR Easement. WHIP 6 and the City have agreed that WHIP 6 will instruct EWR to convey the EWR Easement to the City as the "grantee" of the EWR Easement, without cost to the City.

K. The Parties desire to enter into this Cooperation Agreement to, among other things, set forth an agreement regarding the location of the Rail Extension, the public selection of a contractor to complete the Rail Extension, the respective obligations of the Parties with respect to the Design Contract (as hereinafter defined) and Construction Contract (as hereinafter

defined) for the Rail Extension, the payment of the costs for the planning and construction of the Rail Extension, the schedule to complete the Rail Extension, the completion criteria for the Rail Extension, the respective obligations of the Parties with respect to the inspection, maintenance, repair and replacement of the Rail Extension, and the allowance for an additional spur from the Rail Extension that will serve other parcels within the ILP.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Cooperation Agreement and other good and valuable considerations, the Parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by the Parties and the Escrow Agent as true and correct statements which form the factual and material basis for entry into this Cooperation Agreement.

2. Key Definitions.

a. "**Rail Extension Work**" means the scope of construction work required to fully complete and deliver the Rail Extension project as set forth on the Conceptual Plans (hereinafter defined) and all as more particularly described in the Sidetrack Agreement.

b. "**Rail Extension Costs**" means the total expenditures required to fully complete Rail Extension Work on the Rail Extension project.

c. "**Substantial Completion**" means the time at which Rail Extension Work has progressed to the point where, in the opinion of CSX, the City's general contractor (the "**Contractor**") has sufficiently completed the Rail Extension Work so that the Rail Extension can begin to be used for the purposes for which it is intended.

d. "**Work Period**" means a period of one hundred twenty (120) days, together with any extension by agreement between CFA, the City, and Tratt, or required by the terms of this Cooperation Agreement, or required by the terms of the City's contract with its Contractor, following the date on which a notice to proceed with Rail Extension Work construction has been issued by the City.

e. "**Substantial Completion Date**" means the last day of the Work Period as the same may be extended by agreement between CFA, the City, and Tratt, or required by the terms of this Cooperation Agreement, or required by the terms of the City's contract with its Contractor.

f. "**Joint Inspection**" means a physical inspection and examination of the Rail Extension Work to be performed by employees or agents of CFA, the City, CSX, and Tratt at a mutually agreeable date and time after Substantial Completion, for the purpose of developing a list (the "**Punch List**") of remaining items needed to fully complete Rail Extension Work (the "**Remaining Items**") and achieve Final Completion (defined below) of the Rail Extension project, provided that if CFA, the City, CSX, and Tratt are unable, within three (3) Business Days after the Joint Inspection, to agree upon the Remaining Items, or Tratt or CFA disputes the completion of any Remaining Items that the City believes have been completed substantially in

accordance with the Sidetrack Agreement, then CSX shall determine the final list of Remaining Items and/or whether such disputed Remaining Items have been completed in accordance with the Sidetrack Agreement, and the decision of CSX shall be binding on Tratt, CFA and the City with respect to same.

g. "**Punch List Period**" means a period of thirty (30) days, together with any extension by agreement between CFA, the City, and Tratt, or required by the terms of this Cooperation Agreement, or required by the terms of the City's contract with its Contractor, following the date the Punch List is finalized and agreed to by CFA, the City, Tratt, and CSX after the Joint Inspection.

h. "**Final Completion**" means the time when the Contractor finishes all Rail Extension Work necessary to completely and fully deliver the Rail Extension project for final use by the Parties including all Remaining Items identified on the Punch List.

i. "**Force Majeure**" means any acts of terrorists, war (whether declared or not) or national conflicts, strikes, lockouts, labor disputes, boycotts or work stoppages not caused by the City, adverse weather conditions, governmental restrictions, regulations or controls adopted or modified after the Effective Date (such as those restricting construction hours), delays in obtaining or any inability to obtain labor or materials despite exercising commercially reasonable efforts to obtain the same, damage to the project caused by fire or other casualty, national disasters such as floods, earthquakes, tornadoes, or hurricanes, and incidents of disease or other illness that reaches outbreak, epidemic, or pandemic proportions (including, without limitation, an order by a governmental authority having jurisdiction over the project to shut down or suspend operations due to a pandemic), or other delay beyond the reasonable control of the City, including delays or inability to perform due to the failure of Commerce, Tratt or CFA to pay the amounts each is obligated to pay pursuant to the provisions of the Grant Agreement and this Cooperation Agreement.

3. City's Obligations.

a. Contribute Funds. The City's maximum contribution of funds to the total cost to develop and construct the Rail Extension shall be the one-time sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "**City Maximum Contribution**").

b. Select a Design Professional and a General Contractor. The Parties agree that the Rail Extension project is a City capital improvement project. The City shall procure the services of a Florida-licensed design professional and a Florida-licensed general contractor to finalize and complete the design and construction, respectively, of the Rail Extension project in compliance with applicable procurement laws and regulations and the requirements, if any, of the Grant Agreement. The City shall execute a contract with the selected design professional (the "**Design Contract**") and a contract with the selected Contractor (the "**Construction Contract**") using forms of contract drafted by the City and the City's Attorney for the performance of Rail Extension Work in accordance with the provisions of this Cooperation Agreement, the Grant

Agreement, and Florida law.

c. Complete Design Work. To the extent that the design professional's work is not fully complete at the time of execution of this Cooperation Agreement, the City agrees to complete or cause to be completed all design work necessary to advance to the construction phase of the Rail Extension project in accordance with the terms of the Design Contract.

d. Prosecute Rail Extension Work. The City agrees to complete, or cause to be completed, all Rail Extension Work to Substantial Completion within the Work Period and, upon reaching Substantial Completion, all Rail Extension Work to Final Completion within the Punch List Period. Rail Extension Work shall be completed in a good and workmanlike manner, in accordance with applicable laws, and in strict compliance with (i) applicable Federal Railroad Administration regulations (the "**FRA Regulations**"), if applicable, (ii) the Sidetrack Agreement (iii) the Grant Agreement and (iv) this Cooperation Agreement. The Rail Extension Work shall include, without limitation, obtaining and operating in compliance with all required permits from all federal, state, and local authorities with jurisdiction over the Rail Extension project.

e. Enforce Contracts and Provide Updates. The City shall enforce the terms of the Design Contract and Construction Contract and shall provide monthly status reports on the progress of the Design Contract work and the Rail Extension Work to Tratt, the Association and CFA.

f. Apply for, Receive, and Manage Grant Funds. The Parties acknowledge that proceeds from the Grant ("**Grant Funds**") are provided by Commerce to the City on a reimbursement basis. For clarity and the avoidance of doubt, the parties further acknowledge that Grant Funds are not eligible to be used as payment for Design Contract work or Rail Extension Work until all of the following have occurred: (i) Design Contract work or Rail Extension Work must have been performed by the City's design professional or Contractor in an amount exceeding the City Maximum Contribution; (ii) an invoice for Design Contract work or Rail Extension Work must be received by the City and paid within the time allotted by general law; and (iii) Grant Funds in an amount equivalent to the paid invoice are disbursed by Commerce to the City. While Design Contract work and/or Rail Extension Work are/is in progress and ongoing, the City shall periodically submit all information required pursuant to the Grant Agreement for regular disbursements of Grant Funds from Commerce. Grant Funds received by the City from Commerce shall be held by the City and applied by the City to the balances due for future invoices for Design Contract work and Rail Extension Work until the full amount of Grant Funds is spent, or the Rail Extension Work is complete, whichever occurs first.

g. Issue Payment Requests to Escrow Agent and Draw from Tratt/CFA Escrow Account to Pay Invoices. Upon receipt by the City of notice that an invoice from the City's design professional for Design Contract work or from the City's Contractor for Rail Extension Work has been approved for payment pursuant to the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes (the "**LGPPA**"), the City shall submit a formal request (each, a "**Payment Request**") to Escrow Agent, with a copy to Tratt and CFA, for a draw from the Tratt/CFA Escrow Account (hereinafter defined) equal to the amount of the invoice less: (i)

funds applied from the City Maximum Contribution until the balance of such funds is exhausted, (ii) funds applied from Grant Funds being held by the City until the balance of such funds is exhausted, and (iii) any elective retainage figure permitted to be deducted from the invoice balance due by the City under Florida law and the terms of the Design Contract and/or the terms of the Construction Contract (collectively, the "**Invoice Payment Credits**"). Each Payment Request shall include a copy of the approved invoice, together with backup material submitted by the design professional or Contractor, a certification from the design professional or Contractor that work described in the approved invoice has been completed and is in compliance with the Sidetrack Agreement in all material respects, and properly executed interim lien waivers for the amount so requested. In addition to the foregoing, the final Payment Request shall include all information set forth in the preceding provision and a final lien waiver from the Contractor on behalf of itself and its subcontractors, and evidence reasonably indicating that all necessary governmental approvals and/or permits, if applicable, have been obtained and all Rail Extension Work has been completed in accordance with the terms of the Grant Agreement, this Cooperation Agreement and the Sidetrack Agreement. Additionally, the Escrow Agent shall reimburse, from the Escrow Funds, Tratt for payments by Tratt of Rail Extension Costs, including, without limitation, payments to Kimley-Horn & Associates, Inc. prior to the Effective Date of this Cooperation Agreement for design work for the Rail Extension project, and to EWR for the purchase of the EWR Easement, unless paid by Escrow Funds, provided in each instance that Tratt provides evidence of payment of such expenses, *provided* that, to the extent any final trailing Grant reimbursements are deposited in the Tratt/CFA Escrow Account, such Grant Funds may not be used to reimburse any Party for work performed prior to July 17, 2025 without the express written agreement of Commerce or for any dollar amount in excess of the not-to-exceed amounts established in the Grant Agreement's schedule of deliverables.

h. Convey the Rail Extension and Assign Contractor's Warranties After Final Completion, Final Payment, and Receipt of Contractor's Release. Upon all of (i) Final Completion of the Rail Extension Work; and (ii) full payment and satisfaction of all invoices for Design Contract work and Rail Extension Work; and (iii) receipt by the City of a final release from its Contractor in a form acceptable to the City and the City's Attorney, the City shall, as part of the Assignment Documents, convey its interest in the EWR Easement and Rail Extension project to the Association for the benefit of the lot owners within the ILP, assign all rights the City may have as Owner under the Construction Contract together with all warranties supplied to the City or given or made by the City's Contractor in connection with the Rail Extension Work, assign all rights the City may have as Owner under the Design Contract together with all warranties supplied to the City or given or made by the City's design professional in connection with the Rail Extension Work, and assign all obligations required of the City under the Grant Agreement including the Return on Investment Requirement.

i. Access; Maintenance; Inspections; Indemnification of City by Association. The City hereby agrees, upon completion of the Rail Extension, to execute and deliver the Assignment Documents to the Association to allow the Association to conduct the activities necessary to keep the Rail Extension operational and in compliance with the terms of the Sidetrack Agreement, the Grant Agreement, applicable law, and FRA Regulations if any, including, without limitation, inspections, maintenance, repairs, and replacements of the Rail Extension. Tratt, the Association and CFA acknowledge that the City has no obligation to inspect, maintain, repair, or replace the Rail Extension, and in no event shall the City be obligated to incur any costs or expenses in

connection with the inspection, maintenance, repair, or replacement of the Rail Extension. Beginning at the date and time of delivery of the executed Assignment Documents to the Association, the Association shall indemnify the City against, and hold, save and defend the City harmless from, claims, demands, actions, causes of action, suits, liabilities, actual damages, losses, costs and reasonable out-of-pocket expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise but excluding special, incidental, consequential, punitive, or exemplary damages) which the City, as applicable, may suffer or actually incur, or which may be asserted by third parties against the City, as applicable, whether meritorious or not, and (i) which arise out of the Association's default in the performance of its obligations hereunder and/or under the Grant Agreement to include by way of example and not of limitation Association obligations regarding the Return on Investment Requirement, or (ii) are caused by the gross negligence or willful misconduct of any of the Association or its agents, employees or contractors (collectively, the "**Association Parties**"); provided, however, such indemnity shall not apply to any claims, demands, actions, causes of action, suits, liabilities, actual damages, losses or costs which arise out of the City's default in the performance of its obligations hereunder, or are caused by the gross negligence or willful misconduct of the City or its agents, employees or contractors (the "**City Parties**"). This provision shall survive the termination of this Cooperation Agreement for so long as the Grant Agreement is effective.

4. Special Provisions.

a. Work Period Extensions; Force Majeure. The Work Period and Substantial Completion Date shall be equitably extended for (i) events of Force Majeure; (ii) events of work stoppage beyond the control of the City, and (iii) any delay caused by change orders approved by CFA, the City and Tratt. If an event of Force Majeure occurs, the City shall provide written notice to Tratt and CFA of the existence of the Force Majeure event ("**Force Majeure Notice**") within ten (10) Business Days after acquiring actual knowledge of the occurrence of the Force Majeure event. After delivery of the Force Majeure Notice, the City shall thereafter keep Tratt and CFA reasonably apprised of any anticipated impact to the construction schedule, the Work Period and the Substantial Completion Date. If the Force Majeure event described in the Force Majeure Notice causes a delay of the Substantial Completion Date, the Work Period and Substantial Completion Date shall be extended on a day-for-day basis for each day of delay attributable to Force Majeure.

b. Anticipated Substantial Completion Notice. The City shall provide written notice to Tratt and CFA at least thirty (30) days prior to the City Contractor's projected date of Substantial Completion (the "**Anticipated Substantial Completion Notice**") in order to permit CFA, the City, CSX, and Tratt (or their respective agents) to timely schedule the Joint Inspection.

5. Tratt-CFA Escrow Arrangement.

a. Appointment of Escrow Agent. Tratt and CFA hereby appoint Escrow Agent as the escrow agent under this Cooperation Agreement, and Escrow Agent hereby accepts such appointment and agrees to serve as the escrow agent on the terms and conditions expressly set

forth in this Cooperation Agreement.

b. Deposit in Escrow. Contemporaneously with the execution hereof, (i) the Escrow Agent, on behalf of Tratt, shall deposit (the "**Tratt Deposit**") the sum of One Million and No/100 Dollars ($1,000,000.00) in the Tratt/CFA Escrow Account, and (ii) CFA shall deposit (the "**CFA Deposit**") with Escrow Agent the sum of Nine-Hundred Fifty-Two Thousand Five Hundred Eighty-Five and 56/100 Dollars ($952,585.56), which amounts shall be held in the Tratt/CFA Escrow Account (the Tratt Deposit and the CFA Deposit are collectively, the "**Escrow Funds**"), all of which shall be held and disbursed by Escrow Agent strictly in accordance with the terms of this Cooperation Agreement. The Tratt Deposit and the CFA Deposit may hereinafter be referred to collectively as the "**Deposits**," or individually as a "**Deposit**". The Escrow Funds represent each of Tratt's and CFA's Deposit towards the estimated Rail Extension Costs as reflected in the Budget (as hereinafter defined).

c. Escrow Funds. Escrow Agent shall hold the Escrow Funds in a single comingled interest-bearing fiduciary or trust account subject to the terms and conditions set forth herein (the "**Tratt/CFA Escrow Account**"). All interest on the Escrow Funds (the "**Income**") shall be added to the amount of the Escrow Funds and shall be held and disbursed in accordance with the terms hereof. Notwithstanding the foregoing, Escrow Agent shall not be required to invest the funds until Escrow Agent has received an executed W-9 from the party requesting such investment.

6. Rail Extension Work Budget. The Parties agree that the initial Budget for the Rail Extension Costs is attached as **Exhibit D** hereto (the "**Budget**"), which Budget was completed based on the plans for the Rail Extension attached hereto as **Exhibit E** (the "**Conceptual Plans**"). The Budget includes a line item for "Run Around Track" that shall be referred to as the "**CFA Track Costs**," and are not a part of the defined Rail Extension Costs. CFA and Tratt acknowledge that the CFA Deposit is comprised of (i) $665,998.00, which is 100% of the estimated cost of the CFA Track Costs, and (ii) $286,587.56, which is the estimate of CFA's Share (as hereinafter defined) of the Rail Extension Costs, as reflected on the estimated Budget. Upon the City's procurement of a design professional and a construction contractor, and periodically as necessary during prosecution of Rail Extension Work, the Budget shall be updated and refined to account for public bidding, the costs of materials, labor expenses, and changes in the scope of the Rail Extension Work, provided that the City's contribution towards the Rail Extension Costs shall remain fixed in an amount equal to the City Maximum Contribution. In the event a Budget adjustment requires additional funds to be deposited in the Tratt/CFA Escrow Account, each of Tratt and CFA shall deposit with Escrow Agent, within the time period reasonably determined by Tratt and CFA, additional funds equal to Tratt's Share (as hereafter defined) and CFA's Share (as hereinafter defined), respectively, each, as applicable, a "**Tratt Additional Payment**" or a "**CFA Additional Payment**", and, collectively, the "**Tratt Additional Payments**" or a "**CFA Additional Payments**", provided that (i) Tratt's cumulative total of the Tratt Deposit and Tratt contributions towards the Rail Extension Costs, including, without limitation, the Tratt Additional Payments, shall be capped at $1,000,000.00 (the "**Tratt Maximum Contribution**"), and Tratt will have no obligation to deposit any amounts with Escrow Agent in excess of the Tratt Maximum Contribution in the aggregate, and (ii) CFA is responsible for 100% of the CFA Track Costs (*i.e.*, CFA is responsible for funding 100% of the CFA Track Costs and any increases to the "Run Around Track" line item on the Budget). CFA is obligated to contribute the (v) CFA

Deposit, (w) all of the CFA Track Costs which shall be paid by CFA separately, (x) the CFA Additional Payments, (y) CFA's Share of the Rail Extension Costs in excess of the total of the City Maximum Contribution plus the Deposits and (z) all of the Rail Extension Costs in excess of the amounts set forth in (v), (w), (x), (y) and the Tratt Maximum Contribution necessary to pay the Rail Extension Costs to complete the Rail Extension.

7. Payment of Rail Extension Costs by CFA and Tratt; Indemnification; Disbursement of Escrow Funds.

a. The City shall be responsible for performing, or causing Contractor to perform, the Rail Extension Work, and for paying for the Rail Extension Work with Escrow Funds after accounting for the City's Maximum Contribution and applicable Grant Funds held by the City. Each of Tratt and CFA (for purposes of this provision, if applicable, the "**Non-Performing Party**") shall, with respect to any funds that the Non-Performing Party is obligated to pay hereunder, indemnify, defend and hold the City and the other Parties harmless with respect to (to include bonding off or otherwise removing any mechanics or materialman's liens), and neither the other Parties nor the City shall have any liability for, any and all claims (including, without limitation, those for attorneys' fees and costs and those for interest owed under the LGPPA) made by the City's design professional, Contractor, and any subcontractor, supplier or materialman, for amounts owing with respect to the Rail Extension Work, including, but not limited to, those owing under the Design Contract or the Construction Contract or any subcontract, purchase order, invoice or other claimed amount owing with respect to the construction of the Rail Extension Work as such claims result from the failure of the Non-Performing Party to pay the amounts it is obligated to pay hereunder. The terms of this Section shall survive the termination of this Cooperation Agreement for a period of one hundred eighty (180) days following Final Completion, unless a claim against the performance and payment bond is filed within such period, in which event the terms of this Section shall survive until any action related to such claim against the performance and payment bond is fully resolved and the Non-Performing Party's indemnity obligations hereunder have been satisfied.

b. Disbursement of Escrow Funds shall be paid from the Tratt/CFA Escrow Account in the following order of priority: (1) first, 100% of the CFA Track Costs will be paid solely out of the portion of the Escrow Funds deposited by CFA; (2) second, Escrow Funds becoming due in response to a Payment Request shall be paid with 34.25% ("**CFA's Share**") paid out of the portion of the Escrow Funds deposited by CFA, and 65.75% ("**Tratt's Share**") paid out of the portion of the Escrow Funds deposited by Tratt, until Tratt has contributed the Tratt Maximum Contribution; and (3) third and thereafter, 100% of the Rail Extension Costs next becoming due shall be paid out of the portion of the Escrow Funds deposited by CFA. For the avoidance of doubt, the parties acknowledge that CFA is responsible for 100% of the CFA Track Costs which shall be paid out of Escrow Funds deposited by CFA. Escrow Agent shall make disbursements of the Escrow Funds to the City pursuant to the provisions of this Cooperation Agreement for the purpose of paying for the Rail Extension Costs. CFA's Share and Tratt's Share may be generally referred to as a Party's "**Share**."

c. For each Payment Request issued by the City, Tratt and/or CFA shall generate and furnish to Escrow Agent a breakdown of the funds requested, identifying the amount of CFA's Share and Tratt's Share of the Payment Request intended to be disbursed, such breakdown to be shown on the form attached hereto as **Exhibit F**. So long as the City delivers a Payment Request to Escrow Agent (with a copy to CFA and Tratt) within fifteen (15) business days from the date the City's agent appointed pursuant to the LGPPA has stamped the oldest invoice in such Payment Request as received (the date of such stamp, the "**Acknowledged Receipt Date**"), then Tratt and/or CFA shall ensure that the Tratt/CFA Escrow Account contains sufficient funds to satisfy the Payment Request and the Escrow Agent shall draw from the Tratt/CFA Escrow Account and tender to the City by wire transfer of immediately available funds the full amount of the Payment Request no later than the date that is twenty-one (21) business days after the Acknowledged Receipt Date (such date, the "**Remittance Deadline**"). For the avoidance of doubt, the breakdown of the funds requested to be generated and furnished by Tratt and/or CFA to the Escrow Agent is for the accounting convenience of Tratt and CFA only and the preparation of the breakdown of funds requested and the Escrow Agent's receipt of the breakdown of the funds shall not be conditions precedent to drawing upon the Tratt/CFA Escrow Account and tendering funds to the City if there are sufficient Escrow Funds available in the Tratt/CFA Escrow Account to satisfy the Payment Request.

d. Any Income attributable to the Escrow Funds shall be paid to Tratt and CFA based the Party's Share of the aggregate Deposits. If any portion of the Escrow Funds remain in the Tratt/CFA Escrow Account following the disbursement of funds necessary to pay the final Payment Request (the "**Final Fund Disbursement**") and the deposit of any final trailing Grant reimbursements into the Tratt/CFA Escrow Account, Escrow Agent shall disburse, from such remaining Escrow Funds, (i) the balance of the Tratt Deposit, if any, to Tratt, and (ii) the balance of the CFA Deposit, if any, and shall give an accounting of the balance of the Escrow Funds remaining to Tratt and CFA.

8. Indemnity; Insurance.

a. Indemnity. Tratt shall indemnify CFA and the City against, and hold, save and defend CFA and the City harmless from, claims, demands, actions, causes of action, suits, liabilities, actual damages, losses, costs and reasonable out-of-pocket expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise but excluding special, incidental, consequential, punitive, or exemplary damages) which CFA or the City, as applicable, may suffer or actually incur, or which may be asserted by third parties against CFA or the City, as applicable, whether meritorious or not, and (i) which arise out of Tratt's default in the performance of its obligations hereunder, or (ii) are caused by the gross negligence or willful misconduct of any of Tratt or its agents, employees or contractors (collectively, the "**Tratt Parties**"); provided, however, such indemnity shall not apply to any claims, demands, actions, causes of action, suits, liabilities, actual damages, losses or costs which arise out of CFA's or the City's default in the performance of its obligations hereunder, or are caused by the gross negligence or willful misconduct of CFA or its agents, employees or contractors (the "**CFA Parties**"), or the City Parties. CFA shall indemnify Tratt and the City against, and hold, save and defend Tratt and the City harmless from, claims, demands, actions, causes of action, suits, liabilities, actual damages,

losses, costs and reasonable out-of-pocket expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs actually incurred in enforcing this indemnity and otherwise but excluding special, incidental, consequential, punitive or exemplary damages) which Tratt or the City, as applicable, may suffer or actually incur, or which may be asserted by third parties against Tratt or the City, as applicable, whether meritorious or not, and (i) which arise out of CFA's default in the performance of its obligations hereunder, or (ii) are caused by the gross negligence or willful misconduct of CFA Parties; provided, however, such indemnity shall not apply to any claims, demands, actions, causes of action, suits, liabilities, actual damages, losses or costs which arise out of Tratt's or the City's default in the performance of its obligations hereunder, or are caused by the gross negligence or willful misconduct of the Tratt Parties or the City Parties. In no event shall the indemnification provisions of this Section (a) diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Cooperation Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein. This Section (a) shall survive any termination or expiration of this Cooperation Agreement for a period of one (1) year unless a claim for indemnification is made within such one (1) year period, in which event the terms of this Section shall survive until any action related to such claim is fully resolved and the indemnifying Party's obligations hereunder have been fully satisfied.

b. Insurance Requirements. Throughout the term of this Cooperation Agreement, once the City procures a design professional and a Contractor, the City shall require its contractors, at each contractor's cost, to maintain in force the insurance required by the Grant Agreement (the "**Required Insurance**"). The City shall cause its Contractor to deliver to Tratt and CFA, prior to the commencement of the Rail Extension Work, a certificate of insurance confirming that Contractor maintains the Required Insurance and naming the City, Tratt, the Association, and CFA as additional insureds under Contractor's Required Insurance policies. The Required Insurance shall name the City, Tratt, the Association, and CFA as additional insured for ongoing and completed operations on a primary and noncontributory basis. All insurance procured under this Section (b) shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide no less than A-/VII, and which are authorized to do business in the State of Florida. The City shall also cause its Contractor to deliver to Tratt and CFA copies of insurance certificates evidencing the Required Insurance at least fifteen (15) days prior to any renewal of such Required Insurance. The costs for payment of any and all deductibles that arise under the Required Insurance shall be paid from the Escrow Funds.

c. Waiver of Claims and Waiver of Subrogation. Each Party waives and releases and discharges any right of recovery against the other Parties (and the respective partners, members, directors, officers, agents or employees of each) for any loss, damage or destruction covered by any policy of insurance required hereunder, including any applicable deductibles and/or self-insured retentions, whether due to the negligence of such Party or its agents, contractors, officers, directors, partners, members or employees. Each insurance policy maintained by the City shall contain a waiver of subrogation clause, or shall name each of Tratt and CFA as an insured party thereunder, so that no insurer shall have any claim over or against Tratt or CFA by way of subrogation or otherwise, with respect to any claims which are insured under any such policy.

9. Compliance with Grant Agreement; Association's Indemnification. CFA and Tratt agree to cooperate in good faith to provide the City and the Association with any information or documentation related to the Rail Extension required by the City, the Association, or Commerce to evidence the City's compliance with the terms of the Grant Agreement before Assignment and the Association's compliance with the terms of the Grant Agreement after Assignment. The rights and obligations of the Parties hereunder to and regarding the Grant funds shall be subject to and governed by the Grant Agreement. To the extent that there is a conflict between provisions set forth herein and the final Grant Agreement, the provisions of the Grant Agreement shall govern.

10. Default. In the event of a breach or default of this Cooperation Agreement by any Party, such Party shall be entitled to written notice of any default and five (5) Business Days after receipt of such notice to cure any default, after which the non-defaulting Party may pursue all remedies at law or in equity including (but only to the extent (a) the City has timely submitted the relevant Payment Request to the Escrow Agent in accordance with the terms of Section 7(c) hereof and (b) the Escrow Agent has failed to remit the funds requested pursuant to such Payment Request by the Remittance Deadline) consequential damages if the City is unable to satisfy an invoice within the time permitted by the LGPPA, but excluding special, incidental, all other consequential, punitive, and exemplary damages.

11. Escrow Agent.

a. Duties and Adverse Claims. The duties and obligations of Escrow Agent hereunder shall be determined solely by the provisions of this Cooperation Agreement. No implied duties of Escrow Agent shall be read into this Cooperation Agreement and Escrow Agent shall not be subject to or obliged to recognize any other agreement between, or direction or instruction of, the Parties hereto even though reference thereto is made herein. In the event of any disagreement or the presentation of any adverse claim or demand in connection with the disbursement of the Escrow Funds, Escrow Agent shall, at its option, be entitled to refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby, and in so doing, Escrow Agent shall not become liable to anyone, due to its failure to comply with such adverse claim or demand. Escrow Agent shall be entitled to continue, without liability, to refrain and refuse to act until (a) authorized to disburse by a court order from a court having jurisdiction of the Parties and the Escrow Funds, after which time Escrow Agent shall act in conformity with such adjudication; or (b) until all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof and shall have been directed in writing, signed jointly or in counterpart by the undersigned and by all persons making adverse claims or demands, at which time Escrow Agent shall be protected in acting in compliance therewith.

In no event shall Escrow Agent be required to (i) notify or obtain the consent, approval, authorization or order of any court or governmental body with respect to the transactions contemplated by this Cooperation Agreement, and/or (ii) release any funds which now constitute the proceeds of a check or other instrument deposited in escrow under this Cooperation Agreement until Escrow Agent has received the final irrevocable immediately available collected funds in respect thereof.

Escrow Agent may file suit in interpleader in the proper court in Polk County, Florida, for the purpose of having the respective rights of the Parties hereto adjudicated. Escrow Agent, upon initiation of such suit, may deposit with the court the funds held hereunder less the costs and expenses due Escrow Agent and upon giving notice thereof to the Parties hereto, Escrow Agent shall be fully released and discharged from all further obligations hereunder with respect to the funds held in escrow.

b. Escrow Agent's Liability Limited. Escrow Agent shall not be liable to anyone whatsoever by reason of any error of judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which it may do or refrain from doing in connection herewith unless caused by or arising out of its own negligence or willful misconduct. Escrow Agent shall not be required to institute legal proceedings of any kind. Escrow Agent shall be under no responsibility with respect to any of the items deposited herewith other than to faithfully follow instructions contained herein. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to have been signed by the proper Parties.

c. Reliance by Escrow Agent on Documents, Etc. Escrow Agent shall be entitled to rely on and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing or pursuant to any provisions of this Cooperation Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper, facsimile or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper Party or Parties.

d. Indemnification and Legal Counsel for Escrow Agent. Tratt and CFA each, jointly and severally, agrees to and does hereby indemnify Escrow Agent and save it harmless from and against all losses, actual damages, reasonable out-of-pocket costs, charges, payments, liabilities and reasonable out-of-pocket expenses, including the costs of litigation, investigation and reasonable legal fees actually incurred by Escrow Agent pursuant to this Cooperation Agreement unless the same arise out of the willful misconduct or gross negligence of the Escrow Agent. The Parties hereto agree that Escrow Agent does not assume any responsibility for the failure of Tratt, CFA or the City to make payments or perform the conditions of this Cooperation Agreement as set forth herein, nor shall Escrow Agent be responsible for the collection of any monies provided to be paid to it. Escrow Agent may consult with counsel of its own choice. The provisions of this Section shall survive termination of the escrow arrangement contemplated hereby.

e. Compensation. Tratt and CFA shall share equally in any reasonable fees charged by Escrow Agent for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances actually incurred or made by it in connection with carrying out its duties hereunder. Neither CFA nor Tratt shall be entitled to reimbursement out of the Escrow Funds for any costs and expenses incurred by them in connection with exercising their rights or performing their duties under this Cooperation Agreement. Upon execution of this Cooperation Agreement, Tratt and CFA shall pay Escrow Agent an administrative fee to carry out its duties under this Agreement.

f. Resignation. Escrow Agent shall have the right to resign as escrow agent at any time by giving written notice of its resignation, specifying the effective date thereof, to the Parties hereto other than the Escrow Agent. Within thirty (30) days after the giving of such notice, the Parties hereto, other than Escrow Agent, shall appoint a successor escrow agent to which Escrow Agent may distribute the funds then held hereunder, and Tratt and CFA shall equally make payment of Escrow Agent's fees, costs and expenses payable hereunder. If a successor escrow agent is not appointed and has not accepted such appointment by the end of the aforesaid thirty (30) day period, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent and the fees, costs, and expenses (including reasonable counsel fees and expenses) which it incurs in connection with a proceeding shall be equally paid by CFA and Tratt. Escrow Agent may deduct such fees, costs and expenses from the Escrow Funds.

12. Notices: All notices shall be in writing and shall be deemed to have been properly given on the earlier of (i) when delivered in person, (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below, (iii) when deposited with FedEx, UPS, Express Mail or other nationally recognized overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below, or (iv) when transmitted by electronic mail before 5:00 p.m. ET on a Business Day (defined below) to the address for each party set forth below, or, when transmitted after 5:00 p.m. ET on a Business Day or not on a Business Day, the next Business Day.

Tratt:	Tratt Properties, LLC 5050 North 40th Street, Suite 360 Phoenix, Arizona 85018 Attention: Jonathan Tratt and Jim Ford Email: jt@trattproperties.com; jim@tres3llc.com
with a copy to:	Meland Budwick, P.A. 200 South Biscayne Blvd., Suite 3200 Miami, Florida 33131 Attention: Mark S. Meland, Esq. and Bryan N. Vega, Esq. Email: mmeland@melandbudwick.com; and bvega@melandbudwick.com
and:	Timothy F. Campbell, Esquire Clark, Campbell, Lancaster, Workman & Airth, P.A. 500 South Florida Avenue, Suite 800 Lakeland, Florida 33801 Telephone: (863) 647-5337 Email: tcampbell@clarkcampbell-law.com

CFA:	Supply Properties II, LLC c/o Chick-fil-A, Inc. ATTN: Legal Department – Real Estate (Site # 50076) 5200 Buffington Road Atlanta, Georgia 30349 Telephone: (404) 765-8000 Email: cfalegalnotice@chick-fil-a.com
with a copy to:	Troutman Pepper Locke LLP 600 Peachtree Street, N.E., Suite 3000 Atlanta, Georgia 30308 Attention: Anna Dix, Esq.; Anthony Kennedy, Esq. Email: anna.dix@troutman.com; Anthony.kennedy@troutman.com
City:	City of Winter Haven 451 3rd St NW Winter Haven, FL 33881 Attn: T. Michael Stavres, City Manager Telephone: (863) 291-5600 Email: mstavres@mywinterhaven.com
with a copy to:	Frederick J. (John) Murphy, Jr. Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33830 Telephone: (863) 533-7117 Email: fjm@bosdun.com
Escrow Agent:	First American Title Insurance Company 3455 Peachtree Road, N.E., Suite 1700 Atlanta, Georgia 30326 Attention: Jon Uhlir Email: juhlir@firstam.com

Rejection or other refusal by the addressee to accept, or the inability to deliver because of a changed address or changed e-mail address of which no notice was given, shall be deemed to be receipt of the notice sent. Any Party and Escrow Agent shall have the right, from time to time, to change the street address or email address to which notices to it shall be sent by giving to the other Party(ies) and Escrow Agent at least ten (10) days prior notice of the changed street address or email address.

13. Governing Law; Venue. This Cooperation Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue and exclusive jurisdiction for any action arising hereunder shall lie in a court of competent jurisdiction in Polk County, Florida.

14. Counterparts; Signatures. This Cooperation Agreement may be executed in separate counterparts, which, when assembled together, shall constitute one document and agreement. For purposes of this Cooperation Agreement, an original, scanned or electronic version of a signature that has been delivered by facsimile, email or electronic transmission of this Cooperation Agreement by any party hereto shall constitute an original signature which shall be binding for all purposes against such party as if the facsimile, email or electronic copy of the Cooperation Agreement bearing such signature is a copy bearing the original signature of such party. This Cooperation Agreement (and any amendments hereto and any other instruments relating to the transactions contemplated hereby, other than any instruments to be recorded, witnessed, and/or notarized) may be electronically signed by the parties by the use of DocuSign which will be treated as an original signature.

15. Exhibits. Unless otherwise expressly provided, all Exhibits referred to in this Cooperation Agreement are the exhibits attached hereto. All such exhibits attached hereto are incorporated in this Cooperation Agreement by reference thereto as if set forth in this Cooperation Agreement in their entirety.

16. Computation of Periods. In computing any period of time described herein, the day of the act or event after which the designed period of time begins to run is not to be included. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or federal holiday, then such time for performance shall be automatically extended to 5:00 p.m. Winter Haven, Florida time on the next day that is not a Saturday, Sunday or federal holiday (a "**Business Day**").

17. Attorneys' Fees. If legal action is commenced to enforce or to declare the effect of any provision of this Cooperation Agreement, or any document executed in connection with this Cooperation Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable out-of-pocket attorneys' fees and other litigation costs. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Cooperation Agreement or any document executed in connection with this Cooperation Agreement shall be entitled to its reasonable out-of-pocket attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Cooperation Agreement or any document executed in connection with this Cooperation Agreement into any judgment on this Cooperation Agreement or any document executed in connection with this Cooperation Agreement. This provision shall survive the termination of this Cooperation Agreement.

18. Successors and Assigns/Assignment. This Cooperation Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Neither this Cooperation Agreement nor any right or obligation created by this Cooperation Agreement may be assigned by any Party without the prior written consent of the other Parties.

19. Amendments in Writing. The provisions of this Cooperation Agreement may not be amended or altered except by a written instrument duly executed by each of the Parties hereto.

20. Term. The term of this Cooperation Agreement (the "**Term**") shall run from the Effective Date to the latest of (a) the date on which the Escrow Agent has disbursed all of the Escrow Funds in accordance with the provisions of this Cooperation Agreement, (b) the date on which the Rail Extension Work is completed in accordance with the terms of this Cooperation Agreement hereof, or (c) such other date as may be acknowledged by written consent signed by all the Parties hereto (such expiration date, the "**Expiration Date**"), but in no event shall the Term exceed three (3) years from the Effective Date. Following the Expiration Date, no party shall have any further obligations or liabilities under this Cooperation Agreement except as otherwise expressly contemplated herein.

21. Severability. If any provision of this Cooperation Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall not affect any other provision of this Cooperation Agreement, which shall remain in full force and effect to the maximum extent possible.

22. Entire Agreement. Except for any conflicting matters in the Grant Agreement as set forth herein, this Cooperation Agreement contains the entire agreement among the Parties with respect to the specific subject matter addressed herein, and merges all prior negotiations, agreements and understandings, if any, other than those stated herein, with respect to the specific matters addressed herein.

23. Effective Date. The effective date of this Cooperation Agreement ("**Effective Date**") shall be the date upon which the last of the parties hereto executes this document.

24. Sovereign Immunity. City is a sovereign Florida municipal government. Nothing contained in this Cooperation Agreement, nor in any City indemnification made herein, if any such indemnification exists, is intended to or shall be construed to waive the City's sovereign immunity. The Parties agree that the total monetary liability of the City under this Cooperation Agreement shall not exceed the maximum limit of the City's liability to a single claimant as set forth in the version of Section 768.28(5) of the Florida Statutes in effect as of the Effective Date of this Cooperation Agreement, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

[*Signature Pages Follow*.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals or caused their appropriate officers to set their hands and seals as of the day and year first above written.

Tratt Properties, LLC, an Arizona limited liability company

By: _____
Jonathan Tratt, its Manager

[*Signatures continue on following page*]

Central Florida Intermodal Logistics Center Property Owners' Association, Inc., a Florida not-for-profit corporation

By: _____
Jonathan Tratt, President

CFA:

SUPPLY PROPERTIES II, LLC,
a Georgia limited liability company

By: Chick-fil-A, Inc.,
a Georgia corporation, its sole member

By: _____
Name: _____
Title: _____

[*Signatures continue on following page*]

CITY:

CITY OF WINTER HAVEN, FLORIDA,
a municipal corporation organized and existing under the laws of the State of Florida

_____
Mayor-Commissioner

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

[*Signatures continue on following page*]

ESCROW AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

Exhibit A

EWR Easement

This instrument prepared by
or under the direction of, and return to:

Kim Rice Bongiovanni, Esq.
Asst. General Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202

DEED OF EASEMENT

THIS EASEMENT DEED, made as of the ____ day of _____, 202__, by and between EVANSVILLE WESTERN RAILWAY, INC., a Delaware corporation, whose mailing address is 200 Clark Street, Paducah, Kentucky 42003, hereinafter called "Grantor", and WHIP 6 QOZB, LLC, a Wyoming limited liability company, whose address is 5050 North 40th Street, Suite 360, Phoenix, Arizona 85018, hereinafter called "Grantee"; WITNESSETH:

> (Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.)

THAT, for and in consideration of payment of the sum of TEN AND NO/100 DOLLARS ($10.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY, FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, an exclusive easement for railroad and ancillary purposes, including, without limitation, the right to permit, construct, install, maintain, repair, replace, and inspect a rail spur, on, over and across Grantor's property at Winter Haven, County of Polk, State of Florida, hereinafter designated the "Easement", which Easement is more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to all existing roads, fiber optic facilities, public or private utilities; reservations, exceptions, easements, restrictions and other matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance; and all existing encroachments, ways and servitudes, howsoever created, located in, on, over, under or across the Easement.

ADDITIONALLY, the Grantee is authorized to assign its interests in this Deed of Easement upon the written consent of the Grantor, which consent shall not be unreasonably withheld upon the assignee's execution of agreements regarding the use, operation, and maintenance of any track on the Easement satisfactory to Grantor.

Notices pursuant to this Deed of Easement shall be in writing and provided to Grantor and Grantee as follows:

Grantor:
Evansville Western Railway, Inc.
Attn: Legal Department
200 Clark Street
Paducah, KY 42003

With a copy to:
Kim Rice Bongiovanni, Esq.
Asst. General Counsel
CSX Transportation, Inc.
500 Water Street
Jacksonville, FL 32202
Email: _____

Grantee:
WHIP 6, LLC
5050 North 40th Street, Suite 360
Phoenix, Arizona 85018
Attention: Jonathan Tratt and Jim Ford
Email: jt@trattproperties.com; jim@tres3llc.com

[Signatures begin on the following page]

IN WITNESS WHEREOF, Grantor has caused its name to be signed hereto and properly acknowledged.

EVANSVILLE WESTERN RAILWAY, INC.

Signature: _____

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by _____, as _____ of EVANSVILLE WESTERN RAILWAY, INC., a Delaware corporation. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

Witness my hand, at office, this ___ day of _____, 202__.

_____
Notary's Signature

Notary's Printed Name: _____

Seal

My commission expires: _____

Deed of Easement – Exhibit "A"

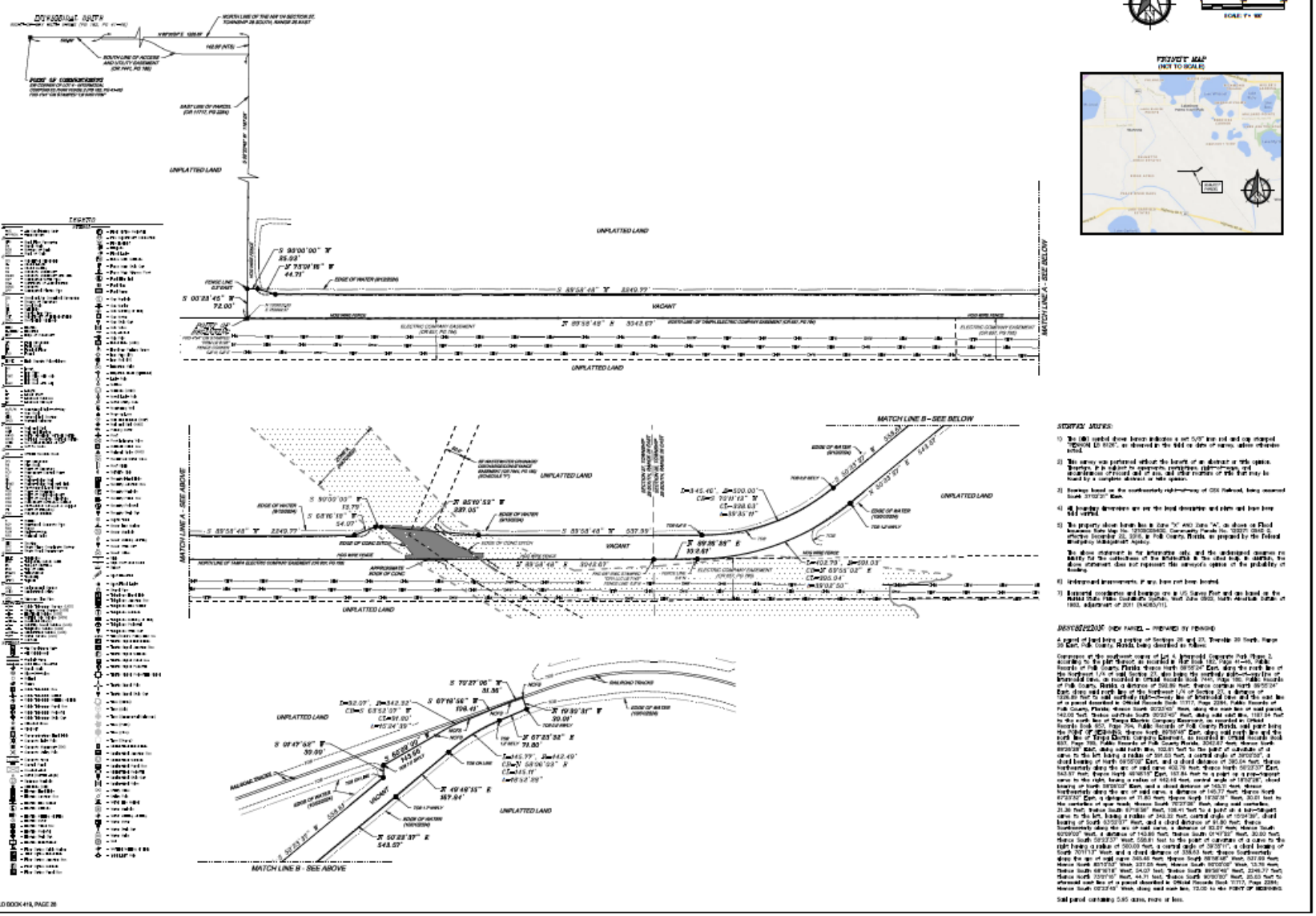
LEGAL DESCRIPTION AND SKETCH
A parcel of land being a portion of Sections 26 and 27, Township 29 South, Range 26 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of Lot 4, Intermodal Corporate Park Phase 2, according to the plat thereof, as recorded in Plat Book 182, Page 41-46, Public Records of Polk County, Florida; thence North 89°55'24" East, along the north line of the Northwest 1/4 of said Section 27, also being the southerly right-of-way line of Intermodal Drive, as recorded in Official Records Book 7441, Page 180, Public Records of Polk County, Florida, a distance of 592.89 feet; thence continue North 89°55'24" East, along said north line of the Northwest 1/4 of Section 27, a distance of 1226.89 feet to said southerly right-of-way line of Intermodal Drive and the east line of a parcel described in Official Records Book 11717, Page 2284, Public Records of Polk County, Florida; thence South 00°23'45" West, along the east line of said parcel, 142.00 feet; thence continue South 00°23'45" West, along said east line, 1187.04 feet to the north line of Tampa Electric Company Easement, as recorded in Official Records Book 657, Page 794, Public Records of Polk County Florida, said point being the POINT OF BEGINNING; thence North 89°58'48" East, along said north line and the north line of Tampa Electric Company Easement, as recorded in Official Records Book 657, Page 795, Public Records of Polk County Florida, 3042.67 feet; thence North 89°26'28" East, along said north line, 102.61 feet to the point of curvature of a curve to the left having a radius of 591.03 feet, a central angle of 39°02'50", a chord bearing of North 69°55'02" East, and a chord distance of 395.04 feet; thence Northeasterly along the arc of said curve 402.79 feet; thence North 50°23'37" East, 543.57 feet; thence North 49°48'15" East, 167.84 feet to a point on a non-tangent curve to the right, having a radius of 442.49 feet, central angle of 18°52'28", chord bearing of North 58°06'03" East, and a chord distance of 145.11 feet; thence Northeasterly along the arc of said curve, a distance of 145.77 feet; thence North 67°23'32" East, a distance of 71.80 feet; thence North 19°30'31" West, 30.01 feet to the centerline of spur track; thence South 70°27'06" West, along said centerline, 31.36 feet; thence South 67°18'56" West, 108.41 feet to a point on a non-tangent curve to the left, having a radius of 342.32 feet, central angle of 15°24'39", chord bearing of South 63°52'07" West, and a chord distance of 91.80 feet; thence Southwesterly along the arc of said curve, a distance of 92.07 feet; thence South 60°09'00" West, a distance of 143.66 feet; thence South 01°47'52" West, 30.00 feet; thence South 50°23'37" West, 558.61 feet to the point of curvature of a curve to the right having a radius of 500.00 feet, a central angle of 39°35'11", a chord bearing of South 70°11'13" West, and a chord distance of 338.63 feet; thence Southwesterly along the arc of said curve 345.46 feet; thence South 89°58'48" West, 537.99 feet; thence North 85°10'53" West, 237.05 feet; thence South 90°00'00" West, 13.79 feet; thence South 68°16'18" West, 54.07 feet; thence South 89°58'48" West, 2249.77 feet; thence North 73°01'16" West, 44.71 feet; thence South 90°00'00" West, 25.03 feet to aforesaid east line of a parcel described in Official Records Book 11717, Page 2284; thence South 00°23'45" West, along said east line, 72.00 to the POINT OF BEGINNING.

Said parcel containing 5.95 acres, more or less.

BOUNDARY SURVEY

SECTIONS 26 AND 27, TOWNSHIP 29 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA



SCALE: 1" = 80'

PROJECT MAP
(NOT TO SCALE)

SURVEY NOTES:

1) The (●) symbol shown hereon indicates a set 5/8" iron rod and cap stamped "PENNONI LB 6126", as observed in the field on date of survey, unless otherwise noted.
2) This survey was performed without the benefit of an abstract or title opinion. Therefore, it is subject to easements, restrictions, rights-of-ways, and encumbrances of record and of site, and other matters of title that may be found by a complete abstract or title opinion.
3) Bearings based on the northwesterly right-of-way of CSX Railroad, being assumed South 31°02'31" East.
4) All boundary dimensions are per the land description and plats and deed have been field verified.
5) The property shown hereon lies in Zone "X" AND Zone "A", as shown on Flood Insurance Rate Map No. 12105C0545D, Community Panels No. 12053C 0545 D, effective December 22, 2016, in Polk County, Florida, as prepared by the Federal Emergency Management Agency.

   The above statement is for information only and the undersigned assumes no liability for the submission of the information. The cited map is outdated, the above statement does not represent the surveyor's opinion of the probability of flooding.
6) Underground improvements, if any, have not been located.
7) Horizontal coordinates and bearings are on US Survey Foot and are based on the Florida State Plane Coordinate System, East Zone (0902), North American Datum of 1983, adjustment of 2011 (NAD83/11).

DESCRIPTION: (NEW PARCEL – PREPARED BY PENNONI)

A parcel of land being a portion of Sections 26 and 27, Township 29 South, Range 26 East, Polk County, Florida, being described as follows:

Commence at the southwest corner of Lot 4, Ameripeak Corporate Park Phase 3, according to the plat thereof, as recorded in Plat Book 152, Page 41-46, Public Records of Polk County, Florida; thence North 89°58'48" East, along the north line of the Northwest 1/4 of said Section 27, also being the southerly right-of-way line of Ameripeak Drive, as recorded in Official Records Book 11717, Page 2284, Public Records of Polk County, Florida, a distance of 3042.89 feet; thence continue North 89°58'48" East, along said north line of the Northwest 1/4 of Section 27, a distance of 1206.85 feet to said northerly right-of-way line of Ameripeak Drive and the east line of a parcel described in Official Records Book 11717, Page 2284, Public Records of Polk County, Florida; thence South 00°33'45" West, along the east line of said parcel, 140.00 feet; thence continue South 89°58'48" West, along said north line, 1187.84 feet to the north line of Tampa Electric Company Easement, as recorded in Official Records Book 651, Page 159, Public Records of Polk County, Florida, said point being the point of BEGINNING; thence North 89°58'48" East, along said north line and the north line of Tampa Electric Company Easement, as recorded in Official Records Book 651, Page 159, Public Records of Polk County, Florida, 3042.67 feet; thence South 89°58'48" East, along said north line, 1021.91 feet to the point of curvature of a curve to the left having a radius of 344.53 feet, a central angle of 39°02'04", a chord bearing of North 69°00'02" East, and a chord distance of 360.04 feet; thence Northeasterly along the arc of said curve 402.79 feet; thence North 58°33'37" East, 543.97 feet; thence North 45°46'15" East, 167.84 feet to a point on a non-tangent curve to the right, having a radius of 160.48 feet, central angle of 19°02'26", chord bearing of North 58°09'02" East, and a chord distance of 145.31 feet; thence Northeasterly along the arc of said curve, a distance of 148.77 feet; thence North 67°37'50" East, a distance of 71.80 feet; thence North 19°39'31" West, 30.01 feet to the centerline of said road; thence South 70°37'05" West, along said centerline, 31.36 feet; thence South 67°19'56" West, 108.41 feet to a point on a non-tangent curve to the left, having a radius of 343.53 feet, central angle of 10°04'07", chord bearing of South 63°52'07" West, and a chord distance of 61.90 feet; thence Southwesterly along the arc of said curve, a distance of 62.07 feet; thence South 67°19'56" West, a distance of 143.66 feet; thence South 01°47'52" West, 30.00 feet; thence South 58°33'37" West, 550.81 feet to the point of curvature of a curve to the right having a radius of 560.00 feet, a central angle of 39°05'17", a chord bearing of South 70°11'13" West, and a chord distance of 374.53 feet; thence Southwesterly along the arc of said curve, 382.06 feet; thence South 89°58'48" West, 537.59 feet; thence South 85°12'52" West, 237.05 feet; thence South 89°00'00" West, 13.79 feet; thence South 89°58'48" West, 54.07 feet; thence South 89°58'48" West, 2249.77 feet; thence North 00°01'12" West, 44.71 feet; thence South 90°00'00" West, 20.03 feet to aforesaid east line of a parcel described in Official Records Book 11717, Page 2284; thence South 00°33'45" West, along said east line, 72.00 to the POINT OF BEGINNING.

Said parcel containing 5.85 acres, more or less.

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T: 863.324.4144 F: 863.324.4145
COA #00007919

Robert F. Dubois, Jr. (7260)
Pennoni Associates Inc.
Date of Survey: March 17, 2023

SPUR TRACK
WINTER HAVEN INDUSTRIAL PARK

BOUNDARY SURVEY

TRATT PROPERTIES, LLC

NO	DESCRIPTION	DATE	BY
1	REVISED LEGAL DESCRIPTION	2023.03.28	LBS

ALL DATA AND INFORMATION IS PENNONI ASSOCIATES' PROPERTY AND SHALL NOT BE USED OR REVISED IN WHOLE OR PART FOR ANY PROJECT OTHER THAN THE SPECIFIC PROJECT FOR WHICH IT WAS PREPARED WITHOUT THE EXPRESS WRITTEN CONSENT OF PENNONI ASSOCIATES. ANY USE OF THESE DOCUMENTS FOR OTHER PROJECTS OR ADDITIONS TO THIS PROJECT, OR MODIFICATIONS OF THE DOCUMENTS WITHOUT THE EXPRESS WRITTEN CONSENT OF PENNONI ASSOCIATES, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES. ALL TITLES, RIGHTS AND INTERESTS IN THE DOCUMENTS ARE RESERVED BY PENNONI ASSOCIATES AND NOTHING CONTAINED HEREIN SHALL BE CONSTRUED AS CONFERRING BY IMPLICATION, ESTOPPEL OR OTHERWISE ANY LICENSE OR RIGHT TO ANY COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET CLAIMED BY PENNONI ASSOCIATES.

PROJECT	TRAT124001
DATE	2023-03-14
DRAWING SCALE	1" = 80'
DRAWN BY	LBS
APPROVED BY	RFD

V-0201

SHEET 1 OF 1

Exhibit B

Description of CFA Property

Lot 1, INTERMODAL CORPORATE PARK PHASE 3, according to the Official Plat thereof as recorded in Plat Book 212, Page 20-21 of the Public Records of Polk County, Florida.

Exhibit C

Sidetrack Agreement

PRIVATE SIDETRACK AGREEMENT

THIS PRIVATE SIDETRACK AGREEMENT (the "Agreement"), is made and effective as of January 12, 2026, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Railroad," and Central Florida Intermodal Logistics Center Property Owners' Association, Inc. ("Association"), a Florida non-profit corporation, whose mailing address is c/o Tratt Properties, LLC, 5050 North 40th Street, Suite 360, Phoenix, Arizona 85018, hereinafter called "Association" or "Industry." Railroad and Industry may be referred to individually as a "Party" or together as "Parties."

1. RECITALS AND PURPOSE:

1.1 The purpose of this Agreement is to detail the provisions governing the construction, maintenance and use of Private Sidetrack INDUSTRIAL LEAD TRACK SPUR 1, at Milepost SX 831.5, for the tender and receipt of rail freight traffic for the account of Association or its members. The private sidetrack(s), which consists of the track structure (rails, ties and fastenings), ballast, grading, drainage structure, turnout, bumping post and other appurtenances (hereinafter the "Association Track" or Sidetrack"), is located in the City of Winter Haven, in Polk County, State of Florida, as shown on attached drawing(s) labeled **2025 09 26 WH IFC Industrial Rail Plans 100 Design-SS**, dated October 1, 2025, (hereinafter the "Plan"). The Sidetrack may be constructed by non-party City of Winter Haven ("City") by separate agreement solely between Industry and City, but it is expected by the Parties that the Sidetrack will be operated and/or maintained solely by Industry, and the Sidetrack will be located almost entirely on property owned by Railroad's affiliate, the Evansville Western Railway, Inc. ("EVWR").

1.2 Over time, the Sidetrack may be used by Railroad to provide transportation service to various shippers which are presently or will become members of the Association and are presently or will become property owners within the Central Florida Intermodal Logistics Center.

1.3 Initially, the Sidetrack will connect with track located inside the facility that will be operated by Chick-fil-A Supply, LLC, a Georgia limited liability company ("CFA Supply"); an affiliate of CFA Supply, Supply Properties II, LLC ("Supply Properties"), is or will be a member of the Association. CFA Supply will lease the property from Supply Properties, and CFA Supply is building a new facility within the Central Florida Intermodal Logistics Center. CFA Supply will be the first shipper and Association member receiving service from Railroad over the Sidetrack.

1.4 This new CFA Supply distribution center will be located on a parcel located within less than one mile from Railroad's existing right of way; Railroad operates over a "Y track" or spur track that connects to the nearby intermodal facility; the new Sidetrack will connect to this Y track.

1.5 Between the Railroad's "Y track" or spur track and CFA Supply's new distribution center, there is a parcel of land owned EVWR.

1.6 Consequently, from west to east, the new Sidetrack will start on Railroad's "Y track" or spur track, run through EVWR's property, and then terminate at the property that will be used by CFA Supply for its new distribution center.

1.7 The Parties understand that the City of Winter Haven has been awarded funding from the State of Florida under the Florida Job Growth Grant Fund to offset a portion of the construction costs for the Association Track. The Association expects that the grant funds will be provided by the State to the City. The City will then arrange for construction of the Sidetrack or will reimburse the Association for the costs to construct the Association Track, up to the amount of the grant. The City's participation in the Association's construction of the Association Track, and references to the City in this Agreement shall not cause City to become a Party to this Agreement or cause the City to be subject to any of the terms and conditions of this Agreement.

1.8 State grants are only made available where there is a benefit to the public; because the grant will be used to construct the Association Track, and because the Association Track will be located on the EVWR Property, the Association will possess and exercise operating rights and/or maintenance rights over the portion of the EVWR Property on which the Association Track is located for the benefit of those third parties that have direct real estate access to Association Track.

1.9 The Association will therefore work closely with EVWR, CFA Supply, and Railroad in an effort to obtain any such operating rights or other required rights that are necessary and proper for the Association to perform all operating and/or maintenance tasks Notwithstanding the fact that the City may construct the Association Track, the Association, CFA Supply, and EVWR, collectively do not expect that the City will conduct any operations on the Industry Track or on the Association Track nor have any liability to the Association, CFA Supply, or EVWR for operation and/or maintenance of the Association Track when in use.

1.10 Additionally, the Parties plan to work together to develop a design for this Private Sidetrack that will allow for safe, lawful, and efficient operations by the Railroad and by members of the Association.

2. OWNERSHIP AND CONSTRUCTION:

2.1 Railroad shall own that portion of INDUSTRIAL LEAD TRACK SPUR 1, from Point of Switch (hereinafter "P.S.") in Railroad's connecting yard or spur track at SX 831.5, Track Station 500+00 to Track Station 11+50.00 (hereinafter "Railroad's Segment"). Association shall build, or by separate agreement cause the City to build, Railroad's Segment, including the new switch, at Association's expense, using any grant funds that may be available. Association agrees to construct, or by separate agreement cause the City to construct, and shall own the remainder of INDUSTRIAL LEAD TRACK SPUR 1 to station gate at Track Station 54+73.11 [CFA Gate] (hereinafter "Industry's Segment"), as shown on the aforementioned Plan. The construction of Railroad's Segment and Industry's Segment shall be in accordance with the track design plans approved by Railroad.

2.2 The construction of the Sidetrack shall be done in accordance with the provisions of the Railroad's document entitled "Standard Specifications for the Design and Construction of

Private Sidetracks," dated September 15, 2016 (hereinafter the "Specifications"), which details the design, construction, clearance and similar requirements regarding the Sidetrack. The Parties agree that the Specifications shall be subject to the following governing and superseding provision: "For the express benefit of the City of Winter Haven, also called the City, and regardless of whether the City is in privity hereto, the Parties agree that nothing herein shall be deemed to waive the sovereign immunity of the City, or the City's limits of liability as stated in Section 768.28(5), Florida Statutes in the form existing as of October 1, 2025, regardless of whether the claim or cause of action sounds in tort, contract, statute, strict liability, negligence, product liability, or otherwise." Industry acknowledges receipt of a current copy of the Specifications, which are incorporated herein and are attached as Exhibit A.

2.3 Unless otherwise provided herein, and except as provided in Section 2.1 of this Agreement, all construction of the respective Segments of the Sidetrack will be done by or for Railroad and Industry at their sole expense, except that the grading, drainage and subballast for the entire Sidetrack will be constructed by and at the sole expense of Industry. Industry agrees: (A) to supply construction plans to Railroad for its review and approval; and (B) to bear all reconstruction expenses that may be incurred by its failure to follow the Specifications.

2.4 Railroad will obtain any necessary authorization from its affiliate EVWR that will allow Railroad to operate over the portion of the Sidetrack located on EVWR's property. Upon reasonable request by Association, Railroad will provide documentation or evidence showing that such operating rights exist.

3. GOVERNMENTAL REQUIREMENT(S):

3.1 For the segment of the Sidetrack constructed by Industry, Industry agrees, at its sole expense, to comply with all applicable laws and regulations and to obtain all necessary governmental permits, authorizations, orders and approvals (hereinafter collectively "Governmental Requirement(s)") necessary for any construction, maintenance and use of the Sidetrack by Industry. Industry agrees to assume the cost of Railroad's defense and to otherwise indemnify and hold Railroad harmless from Industry's failure to comply with or to obtain the Governmental Requirement(s).

3.2 Railroad agrees, at its sole expense, to comply with all applicable laws and regulations and to obtain all necessary governmental permits, authorizations, orders, and approvals (collectively, "Governmental Requirements") necessary for any construction, maintenance, and use of the Sidetrack by Railroad. Railroad agrees to assume the cost of Industry's defense and to otherwise indemnify and hold Industry harmless from Railroad's failure to comply with or obtain the Governmental Requirement(s).

3.3 For the express benefit of the City, and regardless of whether the City is in privity hereto, the Parties agree that nothing herein shall be deemed to waive the sovereign immunity of the City, or the City's limits of liability as stated in Section 768.28(5), Florida Statutes in the form existing as of October 1, 2025, regardless of whether the claim or cause of action sounds in tort, contract, statute, strict liability, negligence, product liability, or otherwise. For the avoidance of

doubt, whenever a duty or obligation is assigned to a Party in this Agreement, such duty or obligation shall be the sole responsibility of the assigned Party. Further, the inclusion of the City's limits of liability shall not be interpreted to create or imply any duty or any indemnification of any Party where no express contractual provision exists.

4. MAINTENANCE:

4.1 Railroad and Industry, at their own expense, shall inspect, maintain and renew their respective Segments of the Sidetrack: (A) in accordance with the Federal Railroad Administration's Track Safety Standards, (49 C.F.R. Part 213); (B) Railroad Worker Safety Regulations (49 C.F.R. Part 214); and (C) in a safe condition, consistent with the operating circumstances and amount of use. Prior to each entry of Industry upon Industry's Segment of the Sidetrack for maintenance or renewal purposes, Industry shall contact local representatives of Railroad's Operating and Engineering Departments and obtain the agreement from those representatives for the dates and amount of time that Industry's Segment will be out of service for such maintenance or renewal purposes. Additionally, both Industry and Railroad agree to keep their respective Segments free from debris, weeds, potholes, ice or snow, poles, temporary or permanent structures, other obstructions (example: parked vehicles), and/or excavations. Railroad shall have the right, but not the duty, to inspect Industry's Segment.

4.2 Upon reasonable request by the Association, Railroad will use best efforts to facilitate EVWR granting access to the Association over the Sidetrack and near the Sidetrack for the purpose of conducting inspections and completing any necessary construction, maintenance, repair, or rehabilitation work. Such access rights shall allow the Association, or its members, and their contractors to use roads or pathways on EVWR's property when needed for purposes of undertaking construction, inspections, maintenance, repairs, or rehabilitation work on the Sidetrack.

5. CLEARANCES:

5.1 Industry agrees to provide and maintain: (A) the lateral clearance requirements (at least eight feet, six inches [8'6"] from either side of the centerline of the Sidetrack, as increased for flat curves, superelevated curves and approaches thereto); and (B) the vertical clearance requirements (at least twenty-two feet [22'] above the top of the rail), both as detailed in the Specifications, for the entire length of the Sidetrack. Any clearance not in compliance with the foregoing is a "Close" clearance. Each Party further agrees to provide and maintain increased lateral and/or vertical clearances, to the extent required by applicable statutes or regulations. Lateral and vertical clearances for power poles and lines must also comply with the National Electric Safety Code (NESC).

5.2 Notwithstanding the foregoing, Industry may maintain Close clearances if: (A) Industry obtains a waiver from any conflicting Governmental Requirement(s); and (B) plans for such Close clearances have been provided to Railroad and are not rejected within sixty (60) days after the date of receipt. Industry agrees to install, maintain and replace (at its sole expense) any warning signs or lighting or make other adjustments regarding such Close clearances as may be required by Railroad or any Governmental Requirement(s).

5.3 Railroad shall ensure that its affiliate EVWR does not create or allow unauthorized Close clearances on the portion of the Sidetrack that will run through EVWR's property except when authorized in writing by Railroad.

5.4 If Industry installs a gate across the Sidetrack, Industry and Railroad will work together to establish mutually acceptable guidelines governing the use of the gate and the time periods when the gate will be open; Industry will confer with, and take appropriate guidance on gate usage procedures from, Railroad's local manager of train operations. Any gate installed by Industry across the Sidetrack must provide an appropriate clearance, as provided in the Specifications, and must be equipped with a double-end bar hasp so that Railroad may install its own lock. If Railroad is unable to open the gate to deliver or retrieve railcars, Industry shall reimburse Railroad for its costs of making an additional trip to the Sidetrack.

6. RIGHT-OF-WAY:

6.1 Industry is responsible for obtaining all necessary right-of-way (through ownership, easement, permit or otherwise), for its Segment of the Sidetrack that is not located on Railroad's right-of-way. Industry may obtain access to this right of way through a delegation by the City of Winter Haven or through other appropriate means. The width of such right-of-way must be, at a minimum, sufficient to provide for the Sidetrack and clearances, cuts, fills, drainage ditches, walkways or roads, as determined by Railroad.

6.2 Industry shall ensure the construction, installation, removal, or abandonment of any pipeline or wireline facilities along, under or over any portion of Sidetrack that is not located within Railroad's right of way, shall be in accordance with Railroad's applicable Design and Construction Standard Specifications. Industry shall contact local representatives of Railroad's Operating and Engineering Departments and obtain the agreement from those representatives for the dates and amount of time that Industry's Segment will be out of service for any such construction, installation, removal, or abandonment. If and when Industry is engaged in construction, installation, removal or abandonment of pipeline or wireline facilities located along, under, or over the portion of the Sidetrack on EVWR's property, Railroad shall secure the full cooperation of its affiliate EVWR as needed for Industry to meet its obligations under this Section 6.3.

6.3 Industry shall not block or permit the blockage of the sight view area of any road crossing over the Sidetrack; provided, however, that Railroad shall ensure that its affiliate EVWR does not block or permit the blockage of the sight view area of any road crossing over the portion of the Sidetrack that is located on EVWR's property.

7. RAIL SERVICE:

7.1 Railroad agrees, pursuant to the provisions of this Agreement, its tariffs, circulars, rules and rail transportation contracts, to operate over the Sidetrack in the delivery, placement and removal of railcars consigned to or ordered by Industry, at such times established by Railroad and consistent with any applicable transportation services agreement. Railroad may also use Industry's

Segment of the Sidetrack for its own general or emergency operating purposes, so long as such purposes do not materially affect the use of the Sidetrack for rail service to the Association and its members; provided, however, that notwithstanding any other provision of this Agreement, if Railroad makes use of Industry's portion of this Sidetrack for its own purposes, Railroad shall be responsible for any releases of Hazardous Materials from its locomotives, rail cars, or other equipment, and Railroad shall be responsible for any losses, claims, liabilities, or damages attributable to the presence of its locomotives, rail cars, or other equipment on Industry's Segment. Subject to any provisions in the applicable transportation services agreement, Industry agrees to encourage its members to abide by all applicable provisions of this Agreement and Tariffs CSXT 8100/8200 Series, including, without limitation, those addressing responsibility for and payment of demurrage and other accessorial charges. Railroad reserves the right to cancel the Agreement as to particular members of the Association for any breach of such provisions by such members of the Association; provided, however, that Railroad shall give the Association and any affected Association members thirty (30) days' written notice of any such violation by the Association or its members, and the Association and/or its members shall have thirty (30) days to cure any such violation.

7.2 In the event Railroad delivers to Industry Segment a railcar which was neither ordered nor tendered by Industry, or Industry's invitee, Industry shall provide written notice to Railroad, and Railroad will use commercially reasonable efforts to remove such railcar. If any such railcar was properly waybilled to Industry's facility, Railroad shall not be liable to Industry for any such delivery or removal; provided, however, that notwithstanding any other provision of this Agreement, if such railcars delivered by Railroad release any Hazardous Materials, as defined in Section 8 hereof, and if such railcars were creating such releases or were in a dangerous or defective condition before Railroad brought such locomotives or railcars on to the Industry Segment, Railroad shall indemnify Industry for any losses, liabilities, claims, damages, or remediation costs caused by such releases of Hazardous Materials.

7.3 Railroad shall be deemed to have delivered any railcar consigned to or ordered by Industry when such railcar has been placed on Industry's Segment, so as to allow access by Industry, and Railroad's locomotive has uncoupled from the railcar. At that time, Railroad shall be relieved of all liability as a common or contract carrier or as a bailee, and possession of the railcar and its contents shall be transferred to Industry. Similarly, any obligation of Railroad as a common or contract carrier or as a bailee shall not begin until it has coupled its locomotive to the loaded railcar and departed the Sidetrack.

7.4 Industry is responsible for all railcars and their contents while in Industry's possession and assumes all responsibility for payment of all damage to any railcar and its contents that may occur during that time, even if caused by third parties.

7.5 If Railroad is unable to deliver a railcar on the Sidetrack for loading or unloading due to the acts of Industry or any third party, then such railcar will be considered as constructively placed for demurrage purposes at the time of attempted delivery.

8. HAZARDOUS MATERIALS:

8.1 Sections 8.3 and 8.4 herein, shall apply when the Sidetrack is used for the delivery or tender of any dangerous, flammable, explosive or hazardous commodity (hereinafter "Hazardous Materials"), as determined by the U.S. Department of Transportation under the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801, et seq.) and the Hazardous Materials Regulations (49 C.F.R. Parts 170-179) issued thereunder, as amended from time to time.

8.2 Excepting railcar shipments, no Hazardous Materials shall be placed: (A) on the Sidetrack; (B) within the clearance requirements established herein; or (C) within one hundred (100) feet of Railroad's connecting Y track or mainline track.

8.3 Industry shall comply with all recommended practices of the Association of American Railroads and all Governmental Requirement(s) regarding the loading, unloading, possession, transfer and/or storage of Hazardous Materials, including but not limited to the installation and use of pollution abatement and control structures and other equipment that is prudent or required under such practices and/or Governmental Requirement(s).

8.4 In the event of a Hazardous Materials leak, spill, or release, Industry shall immediately notify the appropriate Governmental Response Center and Railroad's Operations Center and, at its sole expense, take all appropriate steps to clean, neutralize and remove the spill.

9. ALTERATIONS:

9.1 Industry shall supply Railroad with construction plans of any addition, deletion or modification, including grade crossings, (hereinafter jointly the "Alterations") to Industry's Segment of the Sidetrack, and obtain Railroad's written consent (which will not be unreasonably withheld) prior to making any Alterations. The Alterations are also subject to the aforementioned Specifications.

10. SUSPENSION AND TERMINATION:

10.1 Railroad may temporarily suspend its operations over the Sidetrack if, in its sole opinion, the condition of Industry's Segment of the Sidetrack is unsafe. Railroad may impose the suspension orally, but shall also provide a written notice to Industry regarding such temporary suspension.

10.2 Either Party may terminate this Agreement upon the default of the other Party. The Party claiming a default must provide the other Party with notice. If the default is not corrected within thirty (30) days of the date of such notice, the Party claiming default may terminate this Agreement upon written notice. Use of the Sidetrack by either Party during any notice period shall not be considered as a waiver of any default claimed by it.

10.3 Industry understands that, on a yearly basis, its members collectively must tender and/or receive at least ten (10) railcar shipments over the Sidetrack in order for Railroad to continue to keep Railroad's Segment of the Sidetrack in place. Should Railroad determine that the number of railcar shipments has fallen below this level, Railroad may notify Industry and offer to continue to keep Railroad's Segment in place in exchange for payment of an annual continuation charge

from Industry. The amount of the continuation charge may vary from year to year. Industry shall have a period of thirty (30) days from the date of notice from Railroad within which to either accept or decline payment of the continuation charge. Should Industry decline to pay the continuation charge or not respond during the thirty (30) day period, then Railroad shall have the right to suspend service over the Sidetrack or to terminate this Agreement upon notice to Industry.

10.4 Railroad shall notify Industry in writing if Railroad develops a plan to abandon the "Y track" or seeks any authorization approval, or exemption allowing or covering the abandonment or discontinuance of service on the Railroad's connecting Y track or mainline track. Industry reserves the right to oppose any such request, petition, or application. This Agreement will terminate, without the necessity of further notice, upon the abandonment of Railroad's connecting Y track or mainline track.

10.5 Either Party may terminate this Agreement, beginning five (5) years after the Effective Date by extending thirty (30) days' notice to the other Party. Notwithstanding the foregoing, if the Association or the City is a party to an active grant or public funding agreement, this Agreement may not be terminated until the applicable grant or public funding agreement is terminated.

10.6 Upon the termination of this Agreement, Industry shall remove that portion of its Segment that rests upon the right-of-way of Railroad. If not removed within sixty (60) days after such termination, title to that remaining Segment will pass to the Railroad, which may then remove it and restore the underlying right-of-way at the expense of the Industry. Railroad shall compensate Industry fully for the salvage value of any track or equipment removed by Railroad.

10.7 Railroad provides transportation service to Industry and/or its members over the Sidetrack. Railroad may make changes in its signal and switching technology in response to changes in regulation. Railroad may invoice, and Industry shall pay, amounts necessary for the installation of switch, signal and other upgrades associated with the Sidetrack which are required to meet Federal, State or local laws or regulations. Railroad will have the right to discontinue shipments over the Sidetrack or terminate this Agreement upon thirty (30) days advance written notice if Industry does not pay any amount invoiced by Railroad for upgrades pursuant to this paragraph.

10.8 If Railroad violates any regulation or statutory provision administered by the Surface Transportation Board or any successor agency, Industry and its members reserve the right to seek appropriate relief from the Surface Transportation Board or its successor agency.

11. LIABILITY AND INSURANCE:

11.1 Except as otherwise provided herein, any and all damages, claims, demands, causes of action, suits, expenses, judgments and interest whatsoever (hereinafter collectively "Losses") in connection with injury to or death of any person or persons whomsoever (including employees, invitees and agents of the Parties hereto) or loss of or damage to any property whatsoever arising out of or resulting directly or indirectly from the construction, maintenance, repair, use, alteration, operation or removal of the Sidetrack shall be divided between the Railroad and Industry as follows:

(A) Each Party shall indemnify and hold the other Party harmless from all Losses arising from the indemnifying Party's willful or gross negligence, its sole negligence and/or its joint or concurring negligence with a third party. Under this Section 11.1(A), Railroad shall be responsible for the acts and omissions of its affiliate, EVWR.

(B) The Parties agree to jointly defend and bear equally between them all Losses arising from their joint or concurring negligence.

(C) Notwithstanding the foregoing, and irrespective of the sole, joint or concurring negligence of Railroad, Industry acknowledges that it is solely responsible for and agrees to indemnify and save Railroad harmless from all Losses arising from: (i) the failure of Industry to properly maintain its Segment of the Sidetrack; (ii) the construction, alteration or removal of the Sidetrack by Industry; (iii) the presence of a Close clearance on Industry's Segment; or (iv) the explosion, spillage and/or presence (not in a railcar) of Hazardous Materials on its properties, facility or on Industry's Segment, but only when such Losses would not have occurred but for the dangerous nature of the Hazardous Materials, except where such Losses stem from releases of Hazardous Materials from railcars or equipment placed on Industry's Segment by Railroad for Railroad's own purposes and not at the request of Industry. Nothing in this Section 11.1(C) shall require Industry to bear any responsibility for, or assume any indemnification obligation for, Losses attributable to releases of Hazardous Materials from locomotives or railcars that were creating such releases or were in a dangerous or defective condition before Railroad brought such locomotives or railcars on to the Industry Segment.

(D) Railroad may be the lessee/operator of the yard track or Y track that connects with the Sidetrack. In that event, the indemnities from Industry to Railroad under this section shall also include the lessor/owner of such track.

(E) Nothing in this Section 11.1 shall require Industry to bear any responsibility for, or assume any indemnification obligations for, Losses attributable to the negligent acts or omissions of Railroad's affiliate, EVWR.

11.2 Industry at its sole cost and expense must procure and maintain in effect during the continuance of this Agreement, a policy of Commercial General Liability Insurance (CGL), naming Railroad, and/or its designee, as additional insured for insurable claims caused, in whole or in part, by Industry as respects this Agreement and including contractual liability coverage supporting liability assumed by Industry under this Agreement. A coverage limit of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence and in the aggregate for bodily injury liability and property damage liability is required to protect Industry's assumed obligations. If said CGL insurance policy(ies) do(es) not automatically cover Industry's contractual liability under this Agreement, a specific endorsement adding such coverage shall be purchased by Industry. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Industry shall arrange for adequate time for reporting losses. Failure to do so shall be at Industry's sole risk.

The evidence of insurance coverage shall be provided to Railroad naming Railroad as certificate holder. Industry or its insurer shall provide at least thirty (30) days' notice to Railroad of cancellation of any required coverage that is not replaced. Mail CGL certificate, along with

agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com. Securing such insurance shall not limit Industry's liability under this Agreement, but shall be security therefor.

11.3 The Parties agree that nothing in this Section 11 shall be interpreted or construed to impose any duty, indemnification obligation, or responsibility on the City.

11.4 Specifically to cover construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Industry shall: (a) notify Railroad; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Railroad, Railroad Protective Liability (RPL) Insurance, naming Railroad, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Railroad prior to commencement of such construction or demolition. Railroad reserves the right to demand higher limits.

At Railroad's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Industry may pay Railroad, at Railroad's current rate at time of request, the cost of adding this Agreement, or additional construction and/or demolition activities, to Railroad's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage may be offered at Railroad's discretion and may not be available under all circumstances.

12. ASSIGNMENT:

12.1 This Agreement may not be assigned without the written consent of the other Parties, but shall be assumed by their successors through merger or acquisition. Industry may sell or assign its Segment of the Sidetrack and right-of-way upon notice to Railroad, but such transactions shall not affect this Agreement or carry any rights regarding any rail service described in this Agreement.

12.2 The members of the Association are the third party beneficiaries of this Agreement and have the right to enforce the Agreement, vis-à-vis Railroad.

12.3 The Association may delegate any of its rights or obligations under this Agreement to Association members; provided, however, that any such delegation shall not relieve the Association from its obligations under this Agreement.

12.4 Notwithstanding the provisions of Sections 12.1 or 10.4, Railroad may assign this Agreement to any new owner or operator of Railroad’s connecting track.

13. COOPERATION ON GRANT FUNDING

13.1 Railroad understands and agrees that Industry and an independent real estate development firm may, in collaboration with the City, obtain grants or public funding for the construction of the Sidetrack. Railroad will cooperate with Industry and the City in this effort.

13.2 Upon reasonable request, Railroad will supply non-confidential information that may be requested by Industry or by State or local authorities in connection with any grant applications or any related project reviews.

14. MISCELLANEOUS:

14.1 Each provision of this Agreement is severable from the other provisions. If any such provision is ruled to be void or unenforceable, the remaining provisions will continue in full force and effect.

14.2 The section captions in this Agreement are for the convenience of the Parties and are not substantive in nature. All words contained in this Agreement shall be construed in accordance with their customary usage in the railroad industry.

14.3 The failure of any Party to enforce any provision of this Agreement or to prosecute any default will not be considered as a waiver of that provision or a bar to prosecution of that default unless so indicated in writing.

14.4 All notices shall be in writing, shall be sent to the address contained in the introductory section and shall be considered as delivered: (A) on the next business day, if sent by telex, telecopy, telegram or overnight carrier; or (B) five (5) days after the postmark, if sent by first class mail.

14.5 The late payment of any charge due Railroad pursuant to this Agreement will result in the assessment of Railroad's then standard late fee and interest charges at the rate of eight percent (8%) per annum, or at the highest lawful rate, until payment in full is received.

14.6 Industry agrees to reimburse Railroad for all reasonable costs (including attorney's fees) incurred by Railroad for collecting any amount due under this Agreement. Railroad agrees to reimburse Industry for all reasonable costs (including attorney’s fees) incurred by Industry for collecting any amount due under this Agreement.

15. INDUSTRY SWITCHING:

15.1 The Association and its individual members shall have the right to switch with their own trackmobiles or locomotive power over its Segment of the Sidetrack under the terms hereof. However, in no event shall the Association or its members perform any switching service or operate over Railroad's Segment of the Sidetrack, or over any other trackage owned by Railroad. Any device used by the Association or its members to move railcars on its Segment of the Sidetrack (whether trackmobile, locomotive or other) shall be disconnected from said railcars and locked and secured by the Association or its members when not in use. Further, in consideration therefor, any Association member conducting these operations assumes all risk of loss, damage, cost, liability, judgment and expense, (including attorneys' fees) in connection with any personal injury to or death of any persons, or loss of or damage to any property, whether employees of either the

Association or its members or Railroad or third persons, or property of Association, Association members, or Railroad or of other persons, that may be sustained or incurred in connection with, or arising from or growing out of, the operation of any such trackmobile or locomotive power upon said Sidetrack; provided, however, that this provision shall not apply to losses, damages, costs, liabilities, judgments, or expenses that are attributable primarily to negligence or willful misconduct by Railroad.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

16. ENTIRE UNDERSTANDING:

16.1 This Agreement constitutes the entire understanding of the Parties, is to be construed under the laws of the State of Florida, may not be modified without the written consent of both Parties, and has been executed by their duly authorized officials.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Railroad:	**CSX TRANSPORTATION, INC.**
_____	By: _____
	Print/Type Name: _____
	Print/Type Title: _____
Witness for Industry / Association:	**CENTRAL FLORIDA INTERMODAL LOGISTICS CENTER PROPERTY OWNERS' ASSOCIATION, a Florida nonprofit corporation**
_____	By: _____
	Print/Type Name: _____
	Print/Type Title: _____

Exhibit D

Estimated Budget

27-Jun-25

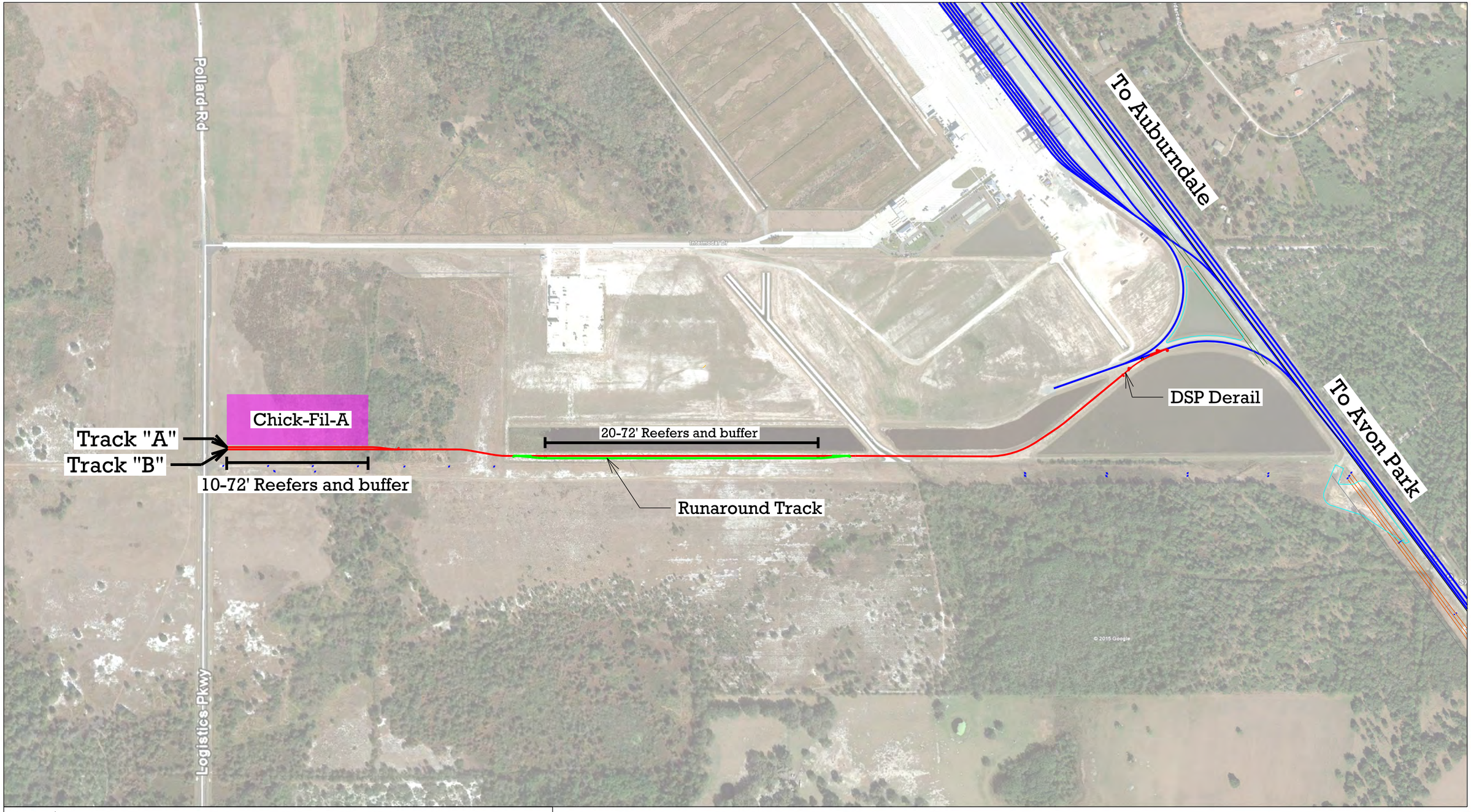
IPL TRACK
WHILP
Winter Haven, FL

	Expenses	Participation	Commerce Grant
Expenses			
Design	$125,000.00		
IPL Track Construction	$887,548.00		
Civil Construction	$882,064.00		
Turnout/Switch(CSX)	$142,140.00		
Easement (EVWR)	$300,000.00		
Run Around Track	$665,998.00		
Construction Management	$50,000.00		
Participation			
Commerce Grant			$1,500,000.00
Tratt Properties		$550,164.44	
CSX		$0.00	
EVWR		$0.00	
CFA Supply		$952,585.56	
City of WH		$50,000.00	
Contingency	$0.00		
	$3,052,750.00	$1,552,750.00	$1,500,000.00
		$3,052,750.00	

Proove Up (Tratt/CFA)	$3,052,750.00	
	$1,500,000.00	
	$1,552,750.00	
City of WH	$50,000.00	
CSX	$0.00	
CFA Operation Run Around Track	$665,998.00	
	$836,752.00	
Tratt 65.75%	$550,164.44	
CFA 34.25%	$286,587.56	

Exhibit E

Conceptual Design



N

LEGEND

Existing Track

Proposed Track

500 250 0 250 500

Aprox SCALE (FT)

This conceptual drawing has been prepared based on preliminary available site information and has not been field verified; it is intended for discussion and planning purposes only. All dimensions are subject to verification by the customer, and final design is subject to approval by CSX.

CSX Business Development

PROJECT: **Proposed Sidetrack To Serve Chick-Fil-A**

LOCATION: **Winter Haven, FL**

REGION:	SOUTHEAST	DATE:	07/19/2024
MP:	SX-833	DRAWING No:	J-24126
BY:	CPB	SHEET:	1 of 1

REV BY:	REV DATE:	DESCRIPTION:
CPB	05/01/2025	REV #1: 20-Car Runaround Added

Exhibit F

Escrow Agent Cost Accounting Breakdown Form

PAYMENT REQUEST; TOTAL AMOUNT OF REQUEST	TRATT DEPOSIT	CFA DEPOSIT
	+ [Amount of Initial Tratt Deposit]	+ [Amount of Initial CFA Deposit]
1 [DATE]		
2 [DATE]		
3 [DATE]		
4 [DATE]		
5 [DATE]		
6 [DATE]		
7 [DATE]		
8 [DATE]		
9 [DATE]		
10 [DATE]		
BALANCE	[Net amounts in this column]	[Net amounts in this column]

CFA Additional Deposits or Tratt Additional Deposits, if any, should be listed as credits in the blue boxes above, as received. If no such Additional Deposits are received, the blue boxes should remain blank.

Each yellow box should be completed with the amount of the applicable Payment Request to be disbursed from the Tratt Deposit or CFA Deposit, as the case may be, in accordance with the terms of the Cooperation Agreement.

The following page containing additional details about the applicable Payment Request shall be completed and delivered by Tratt and/or CFA to the Escrow Agent with the above form.

PAYMENT REQUEST DETAILS:

Payment Request Number: _____
Date of Payment Request: _____

Amount of Payment Request: $_____
Amount of Payment Request disbursed from Tratt Deposit: $_____
Amount of Payment Request disbursed from CFA Deposit: $_____, of which
(i) $_____ is for CFA Track Costs (the line item "Run Around Track"), and
(ii) $_____ is for Rail Extension Costs

Additional Information (if applicable):

NOTE: A copy of any invoice or other payment related information received from the City in connection with this Payment Request shall be attached hereto and submitted by Tratt and/or CFA with this Payment Request Cost Breakdown Form, together with copies of any interim or final lien waivers required under the Cooperation Agreement.

DATE: December 12, 2025

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Deputy City Manager

SUBJECT: ITB-26-14 Rail Spur Construction – Award Recommendation to R.W. Summers Railroad Contractor, Inc. (Polk County, FL)

BACKGROUND

On December 9, 2024 the City Commission authorized the City Manager, or his designee, to submit a Job Growth Grant application to the Department of Commerce, requesting $1,500,000 towards the construction of a rail spur from the Winter Haven CSX Intermodal Terminal to the proposed 41-acre Chick-fil-A (Project Ray) food grade, cold storage facility.

Upon review by the Department of Commerce, the grant application was awarded, with the Governor announcing the award at Winter Haven's Central Florida Intermodal Logistics Park on March 10, 2025.

A Grant Agreement (Agreement) between the State of Florida, Department of Commerce and the City of Winter Haven has been negotiated and finalized. The Agreement provides for grant payments of up to $1,500,000 to the City of Winter Haven (grantee) to be used towards the design and construction of the rail spur on a reimbursement basis. The project involves public installation of approximately 1.25 miles of railroad track running from the CSX Southern Wye track to the East property line of the Chick-fil-A cold storage facility grounds.

To meet the goals of this grant agreement, the City advertised ITB-26-14 for construction of the Rail Spur on November 19, 2025. The bids were opened on December 23, 2025 with three bids received. A recommendation of award was posted with a protest period ending January 6, 2026.

FINANCIAL IMPACT

R.W. Summers Railroad Contractors, Inc. (Polk County) was the lowest most responsive bidder at $3,330,202. The City is expected to provide a financial contribution to the project in the amount of $100,000, which sum equals the City's Maximum Contribution as defined in the Cooperation Agreement. All construction costs in excess of the City's $100,000 contribution and the expected $1,500,000 in

Department of Commerce Job Growth Grant reimbursement funds are the collective responsibility of Tratt and CFA per the Cooperation agreement. The City is not expected to bear any management, maintenance, operational, or repair costs related to the rail spur project once construction is complete and the project and easement are assigned to the intermodal park property owners' Association.

STRATEGIC PLAN ALIGNMENT

The award recommendation to facilitate the construction of a rail spur is most aligned with the Economic Sustainability Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission award ITB-26-14 to R.W. Summers Railroad Contractors, Inc. (Polk County) in the amount of $3,330,202 and authorize the City Manager, or his designee, to take any and all further actions necessary and related thereto.

ATTACHMENTS

- ITB-26-14 Bid Tabulation
- ITB-26-14 Recommendation of Award

ITB-26-14
December 23, 2025
City of Winter Haven
Tabulation of Bids

Rail Spur Construction at Intermodal Logistics Park	**Bidder No 1** R.W. Summers Railroad Contractor, Inc Bartow, FL	**Bidder No 2** RailWorks Track Systems LLC Deer Park, TX	**Bidder No 3** Gonzalez and Sons Equipment, Inc. Hialeah, FL
Description			
Total Proposed Project Cost	**Total Costs** **$3,330,202.54**	**Total Costs** **$4,162,090**	**Total Costs** **$4,235,983.67**

Prepared by: BethanyOwen

Date: December 31, 2025

City of Winter Haven
Financial Services

DECEMBER 31, 2025

To: All firms submitting proposals

Subject: Recommendation of Award

City of Winter Haven staff has recommended the award of ITB-26-14 Rail Spur Construction at Intermodal Logistics Park, to R.W. Summers Railroad Contractor, 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