WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, June 8, 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** - Brian Yates, Mayor

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

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

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

5. **PRESENTATIONS**

5.A **"America 250!" Proclamation - Laura Stokes, Ponce de Leon Chapter Regent - Daughters of the American Revolution (DAR)**

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

Proclamation

5.B **"Juneteenth Day" Proclamation - 2026 Juneteenth Planning Committee**

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

Proclamation

5.C **"Waste and Recycle Workers Week" Proclamation - Clyde Carson, Solid Waste Superintendent**

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

Proclamation

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

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

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

8. **COMMENTS FROM THE AUDIENCE**

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

10. CONSENT AGENDA

10.A **Agreement for Transfer of Public Roads - Avenue K SW from 6th Street SW to 3rd Street SW**

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

Summary - Agreement for Transfer of Public Roads Avenue K SW
Agreement for Transfer of Public Roads - Avenue K SW

10.B **ITB-26-15 - Roosevelt Drive Complete Street Project - LAP - Award of Contract to Ajax Paving Industries of Florida, LLC**

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

Summary - ITB-26-15 â€“ Roosevelt Drive Complete Street Project - LAP â€“ Award of Contract
ITB-26-15 - Recommendation of Award and Evaluation Tabulation

10.C **Purchase of Autocar ACX64 with 28-yard Heil Half Pack Front-End Refuse Body for Commercial Solid Waste Collection**

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

Summary - Purchase of Autocar ACX64 with 28-Yard Heil Half Pack Front-End Refuse Body for Commercial Solid Waste Collection
Quote for (1) 2024 Autocar ACX64 with 28-yard Heil Half Pack Front-End Refuse Body

10.D **Developer's Agreement - Dewdney Plaza 2**

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

Summary - Developer's Agreement
Developer's Agreement Dewdney Plaza 2

10.E **Planning Commission Membership - Recommendation for six (6) reappointments and one (1) appointment**

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

Summary - Planning Commission Membership
Reappointment Letters
Application - Laura Lease

10.F **Willowbrook Golf Course Equipment Purchases**

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

Summary - Willowbrook Equipment Purchases
Wesco Turf Price Quote (Via Troon Toro National Account Agreement)

10.G **RFQ-24-18 - Water Resource Facility at Pollard Road, Task Order #2**

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

Summary - Water Resource Facility at Pollard Road - Task Order 2
Water Resource Facility at Pollard Road, WWTP#2 Abandonment, Task Order #2

10.H **East Winter Haven Aquifer Recharge and Wetland Restoration, Consulting Design Services**

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

Summary - East Winter Haven Aquifer Recharge and Wetland Restoration, Consulting Design Services
Task #4 - MAR Well Supply and Headhead

Task #5 Pre-Permit Design
Coca Cola Grant Support Letter, Task #5
Task #6 - Boundary Survey, Due Diligence, North Lobe
Aquifer Recharge and Wetland Restoration, Conceptual Plan

10.I Auburndale - Polk Regional Water Cooperative Receiving Facility

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

Summary - Auburndale Polk Regional Water Cooperative Receiving Facility
AWS Transmission Main Extension, Dewberry Engineering Scope of Work
Location Map

11. RESOLUTION(S)

11.A R-26-16 - Acceptance of easement from The Gates of Lake Region Homeowners' Association, Inc.

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

Summary - Resolution R-26-16
Resolution R-26-16

11.B R-26-18 - Capital Asset Policy

Staff Contact: *Chris Reeder, Chief Financial Officer, creeder@mywinterhaven.com*

Summary - R-26-18 Capital Asset Policy
R-26-18
Exhibit A to Resolution R-26-18
City of Winter Haven Capital Asset Policy

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, on July 4, 2026, our nation will commemorate the semiquincentennial anniversary of the signing of the Declaration of Independence; and

WHEREAS, the journey toward this historic milestone is an opportunity to reflect on our nation's past, honor the contributions of all Americans, and look ahead to the future generations who will carry forward the ideals of democracy and individual liberty that make the United States a unique nation in the world community; and

WHEREAS, the great state of Florida played a role in the American Revolution with four battles occurring on Florida's soil, the Battle at Thomas Creek, the Battle at Alligator Creek Bridge, the Siege of Pensacola, and the Last Naval Battle of the American Revolution off the coast of Cape Canaveral; and

WHEREAS, the National Society Daughters of the American Revolution (DAR) is a non-political women's service organization, established in 1890, whose members are lineally descended from Patriots of the American Revolution; and

WHEREAS, through the President General's leadership, all Daughters are spending the next three years Illuminating Our Legacy by celebrating our nation's rich history and diversity, promoting belonging through membership and dedicated service to God, Home, and Country, and by completing projects in unique, local and impactful ways; and

WHEREAS, from the 250th anniversary of the Boston Tea Party in 2023 until the 250th anniversary of the signing of the Treaty of Paris in 2033, Daughters are celebrating our nation's rich history and diversity of experience by honoring all men and women who achieved American independence. These Patriots, believing in the noble cause of liberty fought valiantly to establish a new nation.

NOW, THEREFORE, I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby proclaim July 4, 2026, as

"America 250!"

and call upon all City residents to observe this commemoration and reaffirm the ideals embraced by the signers of the Declaration of Independence in 1776.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 8th day of June, 2026.

William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, *Juneteenth*, also known as Freedom Day or Emancipation Day, commemorates the emancipation of enslaved African Americans in the United States; and

WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, arrived in Galveston, Texas, to announce the end of the Civil War and proclaim that all enslaved individuals were henceforth free; and

WHEREAS, although President Abraham Lincoln issued the Emancipation Proclamation on January 1, 1863, many enslaved individuals in remote areas remained unaware of their freedom until Union forces arrived; and

WHEREAS, celebrating *Juneteenth* honors the resilience of the African American community and renews our collective commitment to justice, inclusion, and unity; and

WHEREAS, the 2026 Juneteenth Celebration Committee, in partnership with City staff, has worked to highlight African American heritage through a modern celebration that educates, engages, and inspires the community; and

WHEREAS, on Saturday, June 20, 2026, the City of Winter Haven will host its Annual Juneteenth Celebration at the Winter Haven Recreation and Cultural Center to mark this important historical event and brings together families, residents, and local officials to promote education, entertainment, and an inclusive community.

NOW, THEREFORE, I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby proclaim June 19, 2026, as

"Juneteenth Day"

in the City of Winter Haven and encourage the entire Winter Haven community to engage in the celebration of history and pride.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 8th day of June, 2026.

William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, the Nation celebrates the week of June 15, 2026 as *National Waste and Recycling Workers Week*; and

WHEREAS, the City of Winter Haven has depended on solid waste service providers to keep the City clean and free of debris for over 100 years; and

WHEREAS, the City of Winter Haven's hardworking waste and recycling professionals service over 21,000 residential homes and 1,600 commercial businesses per week; and

WHEREAS, the City of Winter Haven's solid waste service providers impact over 50,000 residents indicating a healthy and continuingly growing City; and

WHEREAS, the City of Winter Haven values and celebrates our Solid Waste employees for their service to our community and commitment to our residents and businesses.

NOW, THEREFORE, I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby proclaim the week of June 15, 2026, as

"Waste and Recycling Workers Week"

in the City of Winter Haven and urge all citizens to support efforts and extend sincere gratitude to all of the City of Winter Haven's waste and recycling professionals.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 8th day of June, 2026.

William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

DATE: May 19, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director

SUBJECT: Agreement for Transfer of Public Roads – Avenue K SW from 6th Street SW to 3rd Street SW

BACKGROUND

Avenue K SW is a two-lane county roadway that extends from 6th Street SW on the west to 3rd Street SW/ US 17 on the east. The roadway is approximately 900 feet in length and lies within a right of way that is 60 feet in width. All adjacent properties are located within the municipal limits of the City of Winter Haven. Polk County has requested that the City assume responsibility for the roadway and associated right of way through formal acceptance of a transfer.

Avenue K SW consists of approximately 0.34 lane miles and is listed in "excellent" condition in the County's roadway inventory, with resurfacing completed in Spring 2026. The right-of-way includes sidewalks along the northern side and a portion of the southern side. Drainage infrastructure within the corridor was refurbished in 2025 utilizing cured-in-place pipe lining and is considered to be in good condition, with no current maintenance needs identified. City staff have inspected the corridor and confirmed these conditions.

Based on the condition of the roadway, sidewalk, and drainage infrastructure, staff finds it appropriate for the City of Winter Haven to accept the transfer of ownership, maintenance, and operational responsibility for this portion of Avenue K SW from Polk County.

STRATEGIC PLAN ALIGNMENT

This is a roadway transfer that is not specifically defined as a goal or strategy within the Strategic Plan. However, it is generally aligned with the Infrastructure Pillar.

FINANCIAL IMPACT

There is no direct financial impact associated with this transfer. However, the City will assume responsibility for the long-term maintenance of the roadway, sidewalks, and drainage infrastructure. The roadway will be incorporated into the City's roadway inventory, increasing the total mileage used to determine the City's share of local gas tax revenue.

RECOMMENDATION

Staff recommends the City Commission approve the transfer of Avenue K SW from Polk County to the City of Winter Haven and approve the Agreement for Transfer of Public Roads for the subject roadway and authorize the Mayor and other City Officials to execute the said Agreement, and authorize the City Manager or his designee to execute any such other necessary documents to facilitate the transfer Avenue K SW from Polk County to the City and take any other actions necessary thereto.

ATTACHMENT

- Agreement for Transfer of Public Roads - Avenue K SW

AGREEMENT FOR TRANSFER OF PUBLIC ROADS

between

THE CITY OF WINTER HAVEN, FLORIDA

and

POLK COUNTY, FLORIDA

FOR A PORTION OF AVENUE K SW FROM 6TH STREET SW, EASTERLY TO 3RD STREET SW, IN WINTER HAVEN, FLORIDA.

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

WITNESSETH

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

WHEREAS, Avenue K SW is an Urban Collector Road and is within the County Road System that lies within and adjacent to the corporate limits of the CITY; and

WHEREAS, CITY has requested and POLK has agreed to the transfer of a portion of Avenue K SW from 6th Street SW, easterly to 3rd Street SW, in order to accommodate the transfer of maintenance and operational responsibilities to CITY; and

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

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

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

SECTION 1: Recitals

The above recitals are true and correct and incorporated herein.

SECTION 2: Description of public roads subject to agreement

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

A portion of Avenue K SW from 6th Street SW, easterly to 3rd Street SW.

Including, but not limited to those parts of the rights-of-ways for Avenue K SW that lies within the above-described corridor, as dedicated, depicted, or described in the following documents: Any right-of-way dedicated by Plat Book 1, Page 28, Plat Book 4, Page 13, Plat Book, 31, Page 4, and Plat Book 153, Pages 7 and 8, and any deeded rights-of-way recorded in Official Records Book 4868, Page 1153 and Official Records Book 4975, Page 1975 and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 29 and 32, Township 28 South, Range 26 East, Polk County, Florida.

SECTION 3: Transfer and acceptance of roads

POLK agrees to transfer, by County Deed, the ROAD as described above, and CITY agrees to acknowledge and accept this transfer. Upon execution of this agreement both parties agree that the ROAD thus transferred will no longer be a part of the Polk County Road System, will become part of the City of Winter Haven Road System, and all jurisdiction over the ROAD and the responsibility for operation and maintenance of the ROAD and associated infrastructure will be with CITY.

SECTION 4: Liability for torts

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

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

SECTION 5: Costs of transfer of public roads

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

SECTION 6: Amendments

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

SECTION 7: Severability

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

SECTION 8: Term

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

IN WITNESS WHEREOF, the City of Winter Haven has made and executed this Agreement on the date shown below, through its City Commission, signing by and through its Mayor, as authorized to execute the same by City Commission action on the _____ day of _____, 2026.

ATTEST:

By: _____
Vanessa Castillo, MMC City Clerk

CITY OF WINTER HAVEN

By: _____
William Brian Yates, Mayor

This ____ day of _____, 2026

Reviewed as to form and legality

_____
City Attorney Date

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IN WITNESS WHEREOF, Polk County has made and executed this Agreement on the date shown below, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the _____ day of _____, 2026.

ATTEST:
Stacy M. Butterfield, Clerk

By:_____
Deputy Clerk

POLK COUNTY
Board of County Commissioners

_____
Martha Santiago, Ed.D., Chair

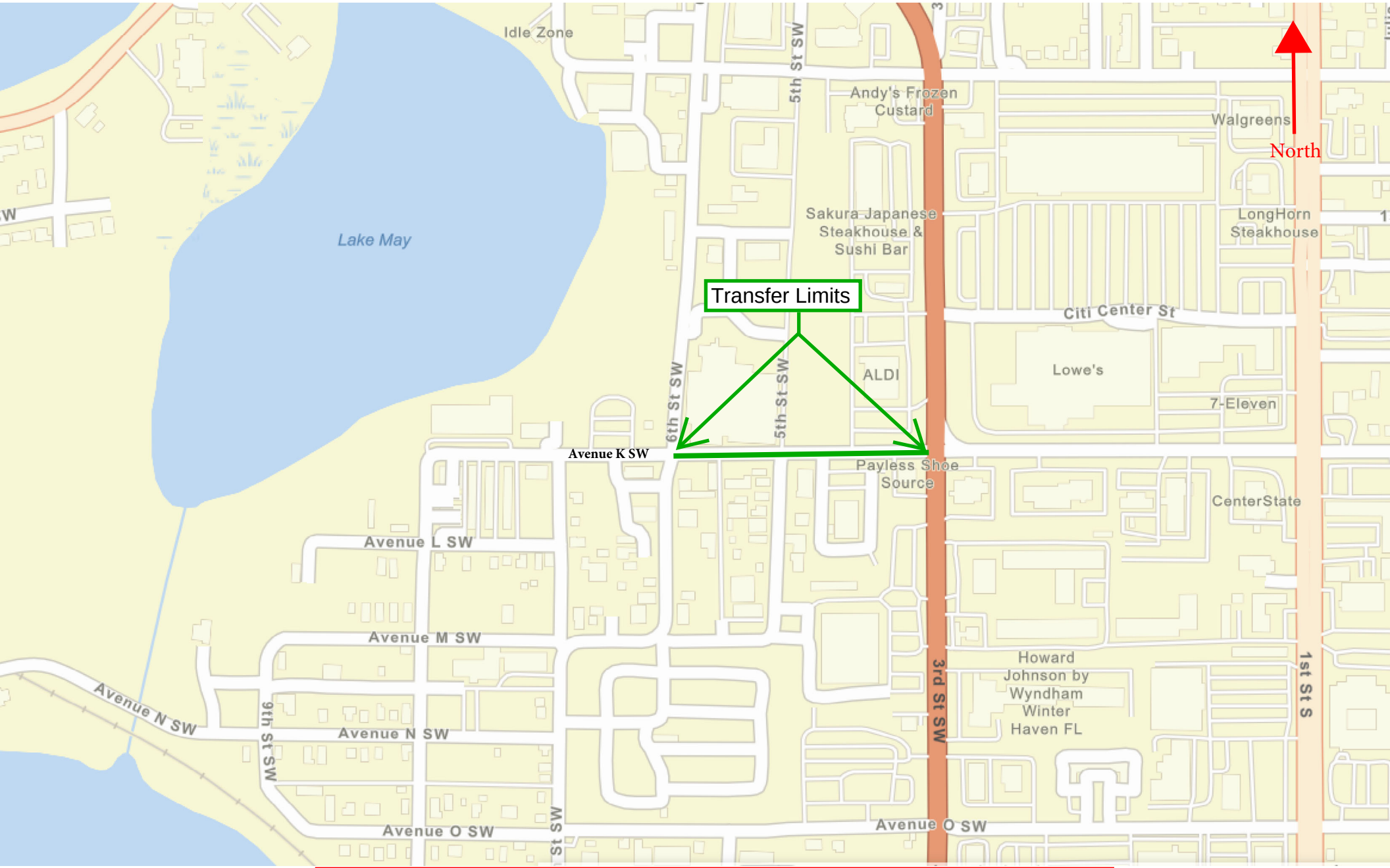
This _____ day of _____, 2026

Reviewed as to form and legality

_____
County Attorney's Office

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Attachment "A"



Sections 29 and 32, Township 28 South, Range 26 East

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: Heather Fuentes
Road Transfer: Portion of Avenue K SW

COUNTY DEED

THIS DEED, made this _____ day of _____, 2026 by **POLK COUNTY**, a political subdivision of the State of Florida, Grantor, to the **CITY OF WINTER HAVEN,** a Florida Municipal Corporation, whose address is, P.O. Box 2277, Winter Haven, FL 33883-2277, Grantee

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

A portion of Avenue K SW from 6th Street SW, easterly to 3rd Street SW.

Including, but not limited to those parts of the rights-of-ways for Avenue K SW that lies within the above-described corridor, as dedicated, depicted, or described in the following documents: Any right-of-way dedicated by Plat Book 1, Page 28, Plat Book 4, Page 13, Plat Book, 31, Page 4, and Plat Book 153, Pages 7 and 8, and any deeded rights-of-way recorded in Official Records Book 4868, Page 1153 and Official Records Book 4975, Page 1975 and any other deeded rights-of-way recorded in the Public Records of Polk County, Florida that lies along the above-described corridor. All lying and being in Sections 29 and 32, Township 28 South, Range 26 East, Polk County, Florida.

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

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

ATTEST:
Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

GRANTOR:
Polk County, Florida, a political subdivision of the state of Florida

By: _____
Martha Santiago, Ed.D., Chair
Board of County Commissioners

(Seal)

DATE: May 28, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Todd Gooding, Assistant Public Works Director

SUBJECT: ITB-26-15 – Roosevelt Drive Complete Street Project - LAP – Award of Contract to Ajax Paving Industries of Florida, LLC

BACKGROUND

The Florida Department of Transportation (FDOT) awarded the City of Winter Haven a $1,211,102 grant to fund a portion of the Complete Streets enhancements along Roosevelt Drive from SR 540/Cypress Gardens Boulevard to Register Road. Following the award, the City entered into a Local Agency Program (LAP) Agreement with FDOT after approval of Resolution R-25-40 and Resolution R-26-03.

Kimley-Horn worked closely with City staff to design the project, which includes extending the roadway to connect with Register Road, adding pedestrian facilities where none currently exist, installing curb, gutter, and rain gardens to improve stormwater management, and resurfacing the roadway to enhance drivability. The project also includes a significant water utility component consisting of the replacement of the existing asbestos cement sewer force main and potable water main, allowing the city to utilize a coordinated “one-dig” approach to minimize future disruptions and improve overall efficiency.

Following approval of the 100% design plans by both the City and FDOT, FDOT issued a Notice to Proceed with Advertisement, and the project was advertised for bid as ITB-26-15 in mid-February 2026. Eight sealed bids were received and opened on April 8, 2026. Of the eight bidders, Ajax Paving Industries of Florida, LLC, of North Venice, Florida, was determined to be the lowest responsive and responsible bidder. A Recommendation of Award was subsequently posted, and no protests were received.

Pending award by the City Commission and final approval by FDOT, staff anticipates construction will begin in late June 2026. Once a Notice to Proceed is issued, the contractor will have 275 calendar days to complete the project.

FINANCIAL IMPACT

The total project cost was bid at $2,042,724.33, with the roadway portion totaling $1,218,652.30 and the utilities portion totaling $824,072.03.

FDOT will reimburse the city a maximum amount of $1,211,102 for the construction of the roadway and pedestrian improvements associated with the project. The remaining balance of $7,550.30 for the roadway portion will be funded using funds budgeted for the project within the FY 2026/2027 Transportation Fund.

The utilities portion of the project will be funded using funds budgeted within the FY 2026/2027 Utility Fund (402-08-330-6301-UTL-2619). To allow for streamlined administration and issuance of a single project purchase order, the funds associated with the utility portion of the project will be transferred from the Utility Fund to the Transportation Fund.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.1 – Maintain strong partnerships with key organizations (State, County, adjacent municipalities, private development) for transportation planning.
- **Goal:** 3.2 – Take a comprehensive approach to transportation planning and maintenance of transportation assets

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency

RECOMMENDATION

Staff recommends the City Commission award ITB-26-15 to Ajax Paving Industries of Florida, LLC and authorize the City Manager or his designee to issue a purchase order in the amount of $2,042,724.33, transfer the funds associated with the utility portion of the project from the Utility Fund to the Transportation Fund, and take all additional actions necessary to award the project and complete construction.

ATTACHMENT

- ITB-26-15 Recommendation of Award and Evaluation Tabulation

City of Winter Haven
Financial Services

MAY 15, 2026

To: All firms submitting bid responses for ITB-26-15 Roosevelt Drive Complete Street Project - LAP

After a thorough review of all bid responses, the City of Winter Haven has recommended award to Ajax Paving Industries of Florida, LLC, as the lowest, responsive / responsible bidder meeting all bid requirements.

The attached Bid Tabulation provides details as to the reasons for determination as "non-responsive" and rejection of four bid responses – three being the lowest priced offers. Reasons include, but are not limited to, incomplete bid response – required forms not submitted; contractor not FDOT certified to perform required work types; and unsatisfactory prior Construction and Consulting Evaluation Forms.

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

Attachment: ITB-26-15 Bid Tabulation Sheet

City of Winter Haven, FL
Procurement
Bethany Owen, Procurement Manager
500 Third Street NW, Winter Haven, FL 33881
(863) 298-5556

EVALUATION TABULATION

ITB-26-15 Roosevelt Drive Complete Street Project - LAP

Bid Opened: April 8, 2026 at 2:00 pm

Friday, May 15, 2026

VENDOR TOTALS

Vendor	Total
DB Civil Construction St. Augustine, FL ***Non-Responsive*** Missing Required Documents & Past Vendor Evaluation(s)	$1,476,819.80
AP Construction Contractor LLC Casselberry, FL ***Non-Responsive*** Missing Required Documents & FDOT Certifications	$1,776,651.47
Cobb Site Development, Inc. Wauchula, FL ***Non-Responsive*** Missing Proposal & Bid Form, References & Past Vendor Evaluation(s)	$2,015,604.36
Ajax Paving Industries of Florida, LLC North Venice, FL * RECOMMENDED FOR AWARD *	$2,042,724.33
Cathcart Construction Company - Florida, LLC Winter Springs, FL	$2,129,169.35
Tucker Paving Winter Haven, FL ***Non-Responsive*** Missing Required Documents	$2,186,852.36
Kamminga & Roodvoets, Inc. Tampa, FL	$2,389,665.50
Hubbard Construction Company Winter Park, FL	$3,615,644.81

TABLE 1 (Table 1 of 3)

					Ajax Paving Industries of Florida, LLC		AP Construction Contractor LLC		Cathcart Construction Company - Florida, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Roadway subtotal	1	ea	$1,218,652.30	$1,218,652.30	$1,293,407.17	$1,293,407.17	$1,310,344.35	$1,310,344.35
X	2	Utilities subtotal	1	ea	$824,072.03	$824,072.03	$483,244.30	$483,244.30	$818,825	$818,825
	3	10% Contingency	1	ea	$204,272.43	$204,272.43	$177,665.15	$177,665.15	$212,916.94	$212,916.94
Totals – Not including line 3 (Contingency) in bid totals						$2,042,724.33		$1,776,651.47		$2,129,169.35

TABLE 1 (Table 2 of 3)

					Cobb Site Development, Inc		DB Civil Construction		Hubbard Construction Company	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Roadway subtotal	1	ea	$1,178,761.04	$1,178,761.04	$958,963.80	$958,963.80	$2,435,195.54	$2,435,195.54
X	2	Utilities subtotal	1	ea	$836,843.32	$836,843.32	$517,856	$517,856	$1,180,449.27	$1,180,449.27
	3	10% Contingency	1	ea	$201,560.44	$201,560.44	$147,681.98	$147,681.98	$361,564.48	$361,564.48
Totals – Not including line 3 (Contingency) in bid totals						$2,015,604.36		$1,476,819.80		$3,615,644.81

TABLE 1 (Table 3 of 3)

					Kamminga & Roodvoets, Inc.		Tucker Paving	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Roadway subtotal	1	ea	$1,683,877	$1,683,877	$1,495,060.83	$1,495,060.83
X	2	Utilities subtotal	1	ea	$705,788.50	$705,788.50	$691,791.53	$691,791.53
	3	10% Contingency	1	ea	$238,966.55	$238,966.55	$218,685.24	$218,685.24
Totals – Not including line 3 (Contingency) in bid totals						$2,389,665.50		$2,186,852.36

DATE: May 28, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director

SUBJECT: Purchase of Autocar ACX64 with 28-Yard Heil Half Pack Front-End Refuse Body for Commercial Solid Waste Collection

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BACKGROUND

The Commercial Solid Waste Division utilizes Front-End Loaders (FELs) for commercial garbage and recycling collection services. Currently, Unit #6085, a 2012 MACK FEL, is in need of significant repairs and has reached the end of its useful life within the Solid Waste Fleet. Staff is recommending replacement of the unit to ensure commercial solid waste collection services can continue to be provided efficiently and reliably.

Florida Tampa Kenworth (CSM Companies), an approved vendor under the Florida Sheriffs Association Contract FSA25-VEH23.0, provided a quote for the purchase of one (1) 2024 Autocar ACX64 chassis equipped with a 28-yard Heil Half Pack Front-End Refuse Body. The Residential Solid Waste Division currently operates three Autocar ACX64 chassis, with six additional units on order. These vehicles have proven to be reliable and consistent within the fleet, and expanding their use into the Commercial Division will continue to support standardization efforts, allowing for more efficient maintenance and operations.

The 2024 Autocar ACX64 chassis has already been completed and, upon issuance of the purchase order, will be upfitted with the Heil Half Pack Front-End Refuse Body. The estimated upfitting time is approximately 90 days, with anticipated delivery of the completed unit in August 2026.

FINANCIAL IMPACT

The total cost of the unit is $436,263. Currently, $341,356 is available within the Capital Depletion Fund and will be utilized toward this replacement. The remaining balance of $94,907 will be funded through the Commercial Solid Waste Operating Budget utilizing savings from work completed to date, as well as budgeted funds that have not been expensed due to vacant positions within the division.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Community Safety
- **Goal:** 5.2 - Ensure the ability to meet the service demands as the population grows.

RECOMMENDATION

Staff recommends the City Commission approve the purchase of one (1) 2024 Autocar ACX64 chassis equipped with a 28-yard Heil Half Pack Front-End Refuse Body from Florida Tampa Kenworth (CSM Companies), and authorize the City Manager or his designee to issue a purchase order in the total amount of $436,263 and take any additional actions necessary to complete the purchase and accept delivery of the unit into the fleet.

ATTACHMENT

- Quote for (1) 2024 Autocar ACX64 with 28-yard Heil Half Pack Front-End Refuse Body.



TAMPA FLORIDA KENWORTH
A CSM Company

City of Winter Haven
2501 Motor Pool Rd
Winter Haven, FL 33881
Prepared for: Brittany Hart

6905 E MLK JR. BLVD
Tampa, FL 33605
813-426-6643
Sarah Bielinski

Florida Sheriffs Bid
FSA25-VEH23.0
ITEM #88 Autocar ACX64 / Heil Half Pack Front Loader

Quote Date: 5/14/2026

		Quantity	1
Item	**Charge Description**	**Price**	**Extension**
Base Spec	2024 Autocar ACX64	$ 209,787.00	$ 209,787.00
	L9 Engine 380 HP - downgraded	$ (4,508.00)	$ (4,508.00)
66K GVW PKG	Inc: 20K FA, 46K RA, Susp, DBL Frame, ONLY Steering Tires, Body Accom Pkg	$ 14,923.00	$ 14,923.00
BAPKG	Body Accomodation Package: Locate air/Fuel/DEF/ Batteries	$ 2,053.00	$ 2,053.00
Non Specified Option	Front Tires: 425/65R22.5 & 12.25" Steel Wheels	$ 1,342.00	$ 1,342.00
5140001	Cab Guard	$ 357.00	$ 357.00
1222001	FEPTO PTO Adapter	$ 577.00	$ 577.00
4682000	Oil Pan Guard	$ 177.00	$ 177.00
8140003	Battery Disconnect Switches w/ Lockout and Jumper studs	$ 215.00	$ 215.00
899B511/899K530	Cummins EW: L9 PP1 5yr/150k With aftertreatment	$ 3,256.00	$ 3,256.00
899A203	Allison Warranty - 5yr/unlimited	$ 1,621.00	$ 1,621.00
Heil FEL	Heil Half Pack	$ 201,463.00	$ 201,463.00
NEWTAG	TITLE & REGISTRATION	INCLUDED	INCLUDED
05UNP	Lead Time 100 Days	$ 5,000.00	$ 5,000.00
	Paint Color White		
	FSA AWARDED CONTRACT flsheriffs.org | 850-877-2165 | cpp@flsheriffs.org		
Included	**Florida Sheriffs Admin Fee**	INCLUDED	INCLUDED
	Total Price	**$ 436,263.00**	**$ 436,263.00**

DATE: May 26, 2026

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
MJ Carnevale, Deputy City Manager

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: Dewdney Plaza 2 – Developer's Agreement

BACKGROUND

On March 30, 2026 the Florence Villa CRA Advisory Committee considered an incentive package submitted by Mr. Dewdney for improvements to property located at the southeast corner of 1st Street North and Palmetto Avenue NE. The proposed improvements to the property include the construction of a two-story building with 1,200 square feet of commercial retail space on the bottom floor and a single 1,200 square foot apartment unit upstairs, a second 672 square foot building intended to be occupied by a retail bakery known as Cheryl's Cakes, and associated parking, stormwater, and landscaping improvement. The total cost of the projects proposed is estimated at $750,000.

After consideration the Florence Villa CRA Advisory Committee unanimously recommended approval of the incentive package application. The approved incentives included the following:

- Commercial Improvement Grant
- Small Business Development Assistance Program
- New Construction Missing Middle Rental Program
- Housing Investment Program (HIP) - Tax Increment Rebate
- Utility Connection fee reimbursement

The Commercial Improvement Grant, Small Business Development Assistance Program, and New Construction Missing Middle Rental Program incentives are all reimbursement programs authorized to be approved by the Advisory Committee.

The Housing Investment Program is a tax rebate program subject to the approval of a Developer's Agreement approved by the CRA Board and City Commission. Likewise, requested utility connection fee reimbursements are included within Developer's Agreements approved by the CRA Board and City Commission.

FINANCIAL IMPACT

There is no direct financial impact associated with the Housing Investment Program, as it rebates a portion of the tax increment generated by the Project, on the Property. The utility connection fee reimbursement will be budgeted to be paid in fiscal year 2027.

FLORENCE VILLA CRA PLAN ALIGNMENT

Goal 1: Attract business and economic development opportunities

Objectives:

- Provide incentives for business retention and recruitment for businesses along Martin Luther King Jr. Boulevard and First Street.
- Identify mixed use development opportunities along the First Street corridor.

Goal 2: Improve housing conditions and increase affordable housing stock.

Objective

- Increase quality and quantity of middle-income housing.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Economic Sustainability
- **Goal:** 1.3 – Cultivate a development & redevelopment environment that encourages a variety of business opportunities

FLORENCE VILLA CRA ADVISORY COMMITTEE RECOMMENDATION

On March 30, 2026 the Florence Villa CRA Advisory Committee voted unanimously (9-0) to approve the Commercial Improvement Grant, Small Business Development Assistance Program, and New Construction Missing Middle Rental Program for the Dewdney Plaza 2 project, and to recommend approval to the Developer's Agreement for the Housing Investment Program (HIP) tax increment rebate and utility connection fee reimbursement for the Dewdney Plaza 2 project.

CRA BOARD ACTION

On April 27, 2026 the CRA Board voted unanimously (6-0) to approve the Developer's Agreement with Terry Dewdney for Dewdney Plaza 2. One member was absent.

RECOMMENDATION

Staff recommends approval of the Developer's Agreement with Mr. Dewdney.

ATTACHMENT

- Developer's Agreement

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the _____ day of April, 2026, by and between **THE CITY OF WINTER HAVEN, a Florida municipal corporation** (hereinafter referred to as the "City"), and **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,** a public body created pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and **Mr. Terry Dewdney,** an individual, (hereinafter referred to as "Dewdney"), their successors or permitted assigns.

WHEREAS, pursuant to Section 163.370, Florida Statutes, the CRA and/or City have the power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under 163.370; and

WHEREAS, Dewdney is planning to develop one apartment rental unit associated with a mixed-use project which generally will include one new residential apartment and some commercial buildings (hereinafter the "Project") upon certain real property generally depicted in Exhibit "A" (hereinafter the "Property") attached hereto and incorporated herein by reference and as more specifically identified by Polk County Property Appraiser Parcel ID Numbers 262821-580000-000010; 262821-580000-000020; and 262821-580100-000170; and

WHEREAS, Dewdney has committed to undertake the construction services necessary to construct the Project upon the Property as described herein; and

WHEREAS, the Project provides a public benefit beyond the geographical boundaries of the Property through the implementation and furtherance of the goals, objectives and policies of the Florence Villa Community Redevelopment Plan and the Workforce Housing Action Plan; and

WHEREAS, the Project is located within the Florence Villa Community Redevelopment Area, is expected to increase the taxable value of the Property by more than 100% and provide a safe, decent and new rental unit in a targeted redevelopment area; and

WHEREAS, Dewdney has made application to the CRA to receive $10,000.00 total development assistance, consistent with the Housing Investment Program (HIP), per new residential unit to be paid from the tax increment generated by the Project on the Property, until $10,000 per new residential unit Tax Increment Financing rebate is achieved, or the expiration/termination of the CRA, whichever occurs first; and

WHEREAS, Dewdney has requested utility connection fees reimbursement for the Project on the Property currently estimated at $38,465; and

WHEREAS, the Florence Villa CRA Advisory Committee affirmatively voted by a majority of members present at a regular meeting held March 30, 2026 to recommend approval of the HIP tax increment rebate application and City utility connection fee reimbursement to Dewdney by the CRA and the City.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as

follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **$10,000 per unit TIF Rebate.** Pursuant to Section 163.370, Florida Statutes, CRA Resolution R-21-01, and the Florence Villa Community Redevelopment Plan, Dewdney shall be eligible to receive a Tax Increment Financing rebate of a not to exceed total of $10,000.00 for the one new residential unit to be developed as part of the Project upon the Property, to be paid from the actual tax increment revenue received annually by the City and/or CRA as a direct result of the Project upon the Property. The not to exceed $10,000.00 for the one new residential unit rebate may be paid annually until the maximum $10,000 for the one new residential unit Tax Increment Financing rebate is achieved or the expiration/termination of the CRA, whichever occurs first, commencing with the tax year when the improvements associated with the one new residential unit on the Property generates a tax increment and taxes are actually paid and received by the City and/or CRA. However, under no circumstances shall the total rebate exceed $10,000.00 for the one residential unit developed. For example: If the one residential unit generates $2,000.00 of tax increment annually, the not to exceed $10,000.00 rebate would be satisfied after the 5th annual payment. Once the cap and/or maximum amount of $10,000.00 Tax Increment rebate is paid to Dewdney then no further payments shall be due for such one new residential unit. The payment of the not to exceed $10,000.00 rebate is subject to actual receipt by the City and/or CRA of tax increments for the subject units on the Property.

3. **Additional Development Incentive – City Utility Connection Fee Reimbursement; Terms and Conditions Thereof.** Upon proof of payment of City water and sewer/wastewater connection fees to the City for the Project on the Property as confirmed and verified by the City of Winter Haven's Utility Department, the CRA shall reimburse Dewdney for City water and wastewater/sewer connection fees actually paid for the Project on the Property, in an amount not to exceed the sum of $38,465. For clarification and as an example: Should the City water and wastewater/sewer connection fees actually paid exceed the "not to exceed" amount, the City and/or CRA shall reimburse only $38,465.00 and no more. Likewise, should the City water and wastewater/sewer connection fees actually paid be less than the "not to exceed" amount, the City and/or CRA shall reimburse the lesser amount actually paid.

4. **Appropriation and Availability of Funds.** Tax Increment Financing rebates authorized by this Agreement are subject to appropriation and availability as determined by the CRA and/or the City and shall be limited to the fulfillment of the not to exceed $10,000.00 per unit rebate or the expiration/termination of the CRA, whichever is earlier.

5. **Payment.** Provided the terms of this Agreement are satisfied, the CRA and/or the City shall issue payment of the aforementioned Tax Increment Financing rebate as contemplated in this Agreement to Dewdney, their successors or permitted assigns, within 30 days upon the City's and/or CRA's actual receipt of

tax payments in full made by Dewdney for the subject Property as determined by the City and/or CRA and provided a final report issued by the Polk County Clerk of the Courts certifying the annual tax increment for the CRA is received by the City and/or CRA.

6. **Default.** Subject to the provisions of Section 8.11 below, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by Dewdney hereunder:

6.1 Dewdney defaults in the performance of any material obligation imposed upon him under this Agreement and Dewdney does not commence to cure such default within thirty (30) days after delivery of written notice of such default from the City and/or CRA and diligently pursue such cure to completion thereafter within forty-five (45) days after delivery of such written notice as to any default which by its nature is capable of being cured within such period of time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or

6.2 Any express statement, representation or warranty made by Dewdney herein or in any writing now or hereafter furnished in connection herewith that is false in any respect and which materially affects the rights, duties or obligations of the City and/or the CRA hereunder the falsity and materiality of which are determined by City and/or CRA staff; or

6.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating Dewdney (or any permitted assign)) bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of Dewdney's Property or of all or a substantial part of Dewdney's assets, or (ii) there is otherwise commenced as to Dewdney or any of his assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires;

6.4 Upon the occurrence of any Event of Default by Dewdney hereunder; the City and/or CRA shall have all available remedies including: (a) the right to terminate this Agreement and stop any disbursements of funds by the City and/or the CRA hereunder, including the reimbursements and annual payments set forth above; and (b) to immediately enforce any of its rights under this Agreement and/or to seek any other remedies available to the City and/or the CRA at law or equity.

7. **City and/or CRA Default; Remedy.** Subject to the provisions of Section 8.11 below, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by the City and/or the CRA hereunder:

If for any reason the City and/or the CRA fails to timely complete any or all of its obligations under this Agreement and the City and/or the CRA does not commence to cure such default within thirty (30) days after delivery of such

written notice of default from Dewdney and diligently pursue such cure to completion within forty-five (45) days after delivery of such written notice as to any default which by its nature is capable of being cured within such period of time or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time. If the City and/or the CRA do not receive and/or are unable to appropriate sufficient funds in any fiscal year while this Agreement is in effect then any failure to make payment and/or reimbursement to Dewdney as a result thereof shall not constitute a default by the City and/or CRA hereunder.

If at any time there is a default by the City and/or the CRA which is not cured within any applicable cure period provided herein, Dewdney shall have the right to seek from the City and/or the CRA, all monetary and/or payment obligations of the City and/or CRA as set forth in this Agreement.

8. **Miscellaneous.**

8.1 This Agreement sets forth the entire agreement between the parties relating to the Project on the Property, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the parties relating to the Project on the Property, except as otherwise specified in this Agreement.

8.2 This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of both parties and which makes specific reference to this Agreement and is approved by the CRA Board and the governing body of the City.

8.3 In the event of any litigation related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

8.4 This Agreement was drafted with the joint participation of the parties hereto and shall be construed neither more strongly against nor in favor of either of them, but, rather, in accordance with the fair meaning hereof.

8.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and admissible into evidence, and all of which together shall constitute one and the same instrument. Further, any facsimile signature shall be deemed an original signature for purposes of this Agreement.

8.6 The parties hereto agree to execute and deliver such other documents and instruments as any party may reasonably request to effectuate and carry out the provisions of this Agreement.

8.7 The parties agree that they are not partners or joint venturers, and neither is agent for the other.

8.8 This Agreement shall not be binding upon any party until it is

executed by all parties. Each individual signing this Agreement on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Agreement on behalf of such entity, and by doing so, to bind such entity to all the terms and provisions of this Agreement.

8.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful and permitted assigns. Neither party may assign this Agreement, or delegate its responsibilities hereunder, without the express written consent of the other party and approval by the CRA Board and the governing body of the City which approval may be denied, withheld, conditioned and/or delayed.

8.10 No member, official or employee of the City and/or the CRA or the City and/or the CRA staff shall be personally liable to Dewdney or to any person with whom Dewdney shall have entered into any contract, or to any other person in the event of any default or breach by the City and/or the CRA, or for any amount which may become due to Dewdney or any other person under this Agreement.

8.11 Neither Dewdney nor the City and/or the CRA shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities services, lack of transportation, litigation, weather and other acts or occurrences beyond the control or without the control of such party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 8.11 shall deliver notice to the other party as provided in Section 8.19 setting forth the event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

8.12 To the extent permitted by law, including Section 768.28, Florida Statutes (2025), as amended, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Indemnified Party") from and against all suits or actions of any kind including attorney's fees (both trial and appellate) and costs incurred by the Indemnified Party brought against the Indemnified Party based on personal injury, bodily injury, death or property damage, destruction received or reasonably claimed to be received or sustained by any person or persons arising out of or in connection with any negligent act or omission of the Indemnifying Party, its agents, employees, or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any sovereign immunity it may have as provided by law and that the City and CRA do not agree to any indemnification beyond the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability, indemnification, or otherwise.

8.13 The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

8.14 Neither this Agreement nor the obligations imposed upon the City and/or the CRA hereunder shall be or constitute an indebtedness or general obligation of the City and/or CRA or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City and/or the CRA or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City and/or the CRA or other Governmental Authority. Dewdney agrees that the obligation of the City and/or the CRA to make any payments and/or reimbursements, if any, by the City and/or the CRA to Dewdney pursuant to this Agreement shall be subordinate to the obligations of the City and/or the CRA to pay debt service on any bonds issued by the City and/or the CRA prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City and/or CRA in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City and/or CRA in any fiscal year while this Agreement is in effect.

8.15 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City and/or the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.

8.16 Notwithstanding any other provision of this Agreement, if an audit of the CITY and/or CRA is conducted regarding the payments and/or reimbursements, if any, made under this Agreement and additional evidence regarding the payments and/or reimbursements, if any, made under this Agreement is required then in that event Dewdney agrees that Dewdney shall reasonably cooperate to provide any and all additional documents as may be reasonably required under the audit and identified by the CITY and/or CRA relating to payments and/or reimbursements, if any, re made by the CRA and/or City under this Agreement within thirty (30) calendar days of receipt of the CITY and/or CRA'S written request for same.

8.17 The words "herein" and "hereof" when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph or section.

8.18 All legal actions rising out of or connected with this Agreement must be instituted in the State Court of competent jurisdiction located in Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement without regard to any conflicts of law provisions.

8.19 Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in

accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:	T. Michael Stavres City Manager City of Winter Haven 451 Third Street, N.W. Winter Haven, Florida 33881
For the CRA:	CRA Board Chairman City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881
With a copy to:	Eric Labbe, AICP Director of Economic Opportunity & Community Investment City of Winter Haven 451 Third Street, NW Winter Haven, Florida 33881
With a copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, Florida 33831
For Dewdney:	Terry Dewdney PO Box 3534 Winter Haven, Florida 33885

Each party shall be responsible for notifying the other party of any change in their address.

The balance of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

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

By:_____
William Brian Yates
As its: Mayor

ATTEST WITH SEAL:

By_____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
in the presence of:

_____

_____
Two Witnesses

THE WINTER HAVEN COMMUNITYREDEVELOPMENT AGENCY

By:_____
William Brian Yates
As its: Chairman
_____, 2026.

_____

By:_____
Print: Terry Dewdney
_____, 2026.

_____
Two Witnesses

Exhibit “A”


Winter Haven
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DATE: May 22, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Winter Haven Planning Commission Membership – Recommendation for six (6) reappointments and one (1) appointment

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BACKGROUND

The City's Planning Commission is comprised of nine (9) voting members, each appointed by the City Commission for a three-year term. Duties and responsibilities of the Commission are to act in an advisory capacity to the City Commission, make such studies and investigations as may be required by the Commission, and to make final decisions on several items, as defined by the Unified Land Development Code.

There are currently seven (7) seats with terms that either expired June 2025 or will expire June 2026. Of the seven (7) seats, six (6) of the current Planning Commissioners are seeking reappointment. Bob Lanpher, Seat 3, does not wish to be reappointed.

The seats were advertised and the following applications were received for consideration:

- Laura Lease
- Andrew Olson

Mr. Olson does not live or own property within the City of Winter Haven; and therefore, is not eligible to serve on the Planning Commission.

RECOMMENDATION

Staff reviewed each application for eligibility requirements; considered background and experience, including potential conflicts of interest; and current involvement on other City boards and committees.

Based on this review, Staff recommends the City Commission:

- Reappoint Mario Manago (Seat 2, expires June 2028)
- Appoint Laura Lease (Seat 3, expires June 2029)

- Reappoint Lorena Alvarez Cordero (Seat 4, expires June 2028)
- Reappoint Wendy Venters (Seat 5, June 2029)
- Reappoint Colin Wells (Seat 6, June 2029)
- Reappoint Ed Smith (Seat 7, June 2029)
- Reappoint Tina Summerlin (Seat 8, June 2028)

ATTACHMENTS

- Reappointment Letters
- Application - Laura Lease

City of Winter Haven
City Clerk

Mr. Mario Manago
1108 Interlochen Boulevard
Winter Haven, FL 33884

SENT VIA EMAIL
marioamanago@gmail.com

AUGUST 28, 2025

Dear Mr. Manago,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term expired in June 2025. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

    x_____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: **x**
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Mr. Robert "Bob" Lanpher
1 Skidmore Road
Winter Haven, FL 33884

SENT VIA EMAIL
blanpher1@gmail.com

FEBRUARY 24, 2026

Dear Mr. Lanpher,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term will expire June 2026. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☐ I wish to be reappointed ☑ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select one of the following:**
   a. If **not** submitting via email, print this letter, sign & date (required):
   x Robert Lanpher Date: 03/03/26
   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Ms. Lorena Alvarez Cordero
7160 Summit Drive
Winter Haven, FL 33884

SENT VIA EMAIL
lorena@crosbydiret.com

AUGUST 28, 2025

Dear Ms. Alvarez Cordero,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term expired in June 2025. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
   a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

      ×_____ Date: _____

   b. If submitting via email with no signature, check **(✓)** here: ☐
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
   a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
   b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
   c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Ms. Wendy Venters
9770 West Ruby Lake Drive
Winter Haven, FL 33884

SENT VIA EMAIL
wendy@whiteheadconstruction.com

FEBRUARY 24, 2026

Dear Ms. Venters,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term will expire June 2026. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

    ×_____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: ✓
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Mr. Colin Wells
1154 Interlochen Boulevard
Winter Haven, FL 33884

SENT VIA EMAIL
colinwells48@yahoo.com

FEBRUARY 24, 2026

Dear Mr. Wells,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term will expire June 2026. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

    ×_____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: ✔
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Mr. Ed Smith
2641 Wyndsor Oaks Way
Winter Haven, FL 33884

SENT VIA EMAIL
edsmith7847@gmail.com

FEBRUARY 24, 2026

Dear Mr. Smith,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term will expire June 2026. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

    ×_____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: ☐x
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

City of Winter Haven
City Clerk

Ms. Tina Summerlin
4343 Duck Down Lane
Winter Haven, FL 33884

SENT VIA EMAIL
tina@summerlinfeed.com

AUGUST 28, 2025

Dear Ms. Summerlin,

Thank you for having served on the City of Winter Haven's Planning Commission. Your term expired in June 2025. Please let us know if you would like to continue serving on this Committee (3-year term) by completing the following:

1. **Check (✓) one:** ☒ I wish to be reappointed ☐ I do not wish to be reappointed
2. **Submit a new *Board/Committee Appointment Information* application** (if applicable – ex: any information has changed and/or is being added)
3. **Select <u>one</u> of the following:**
    a. If **<u>not</u>** submitting via email, print this letter, sign & date (required):

    ×_____ Date: _____

    b. If submitting via email with no signature, check **(✓)** here: √
4. **Return this letter (**and ***Board/Committee Appointment Information*** **application** if applicable**) in any of the following ways:**
    a. Email: vcastillo@mywinterhaven.com and lharris@mywinterhaven.com
    b. Drop off: City Hall, 451 Third Street NW, Winter Haven, FL 33881
    c. Mail: City Clerk's Office, 451 Third Street NW, Winter Haven, FL 33881

Please contact me if you have any questions.

Sincerely,

Vanessa Castillo, MMC
CITY CLERK

P 863.291.5627
C 863.287.7521
vcastillo@mywinterhaven.com

WINTER HAVEN
The Chain of Lakes City

BOARD/COMMITTEE APPOINTMENT INFORMATION

Board(s) or Committee(s) Desired: 1) Planning Commission

2) _____

3) _____

Name: Lease Laura
(Last) (First) (Middle)

Address: (Home) 132 Broad St winter Haven, FL 33881

(Mailing) _____

(Office) _____

Phone: (Home/Cell) 8632075690 (Office) _____

(Email) laura.lease@aol.com (Fax) _____

Employer: Retired

Position: _____ Years/Months: _____

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

Are you a city of Winter Haven resident?	Yes ●	No ☐
Are you a registered voter?	Yes ●	No ☐
Do you own property in Winter Haven?	Yes ●	No ☐
Are you currently serving on a City Board/Committee?	Yes ●	No ☐
Have you ever served on a City Board/Committee?	Yes ☐	No ●
• If yes, when and which Board(s)/Committee(s)?	City U	
	_____	
Are you a City employee?	Yes ☐	No ●
How long have you lived in Winter Haven?	Years/Months: 46 years	

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

I'm interested in collaborating with others to promote growth while keeping are friendly home town feel. Loved my time at City U and would like to be a part of serving my city.

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

Owned AAMCO on highway 17.
Teacher for Polk County Schools
Property owner both residential and Commercial
City U

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

REFERENCES:

Name	Address	Phone
Angela Hibbard	City of Winter Haven	8636321133

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

1). Signature required if NOT submitting electronically: × _____ ***Date*** 05/06/26

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

DATE: May 21, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Steve Pruitt, Parks & Grounds Superintendent

SUBJECT: Willowbrook Equipment Purchases

BACKGROUND

The City of Winter Haven contracts with Troon Golf Course Management Services to manage Willowbrook Golf Course. As part of the contract with Troon, the City is responsible for providing and funding maintenance equipment. Three key mowers utilized for specialized maintenance are in poor condition. These mowers are not currently due for replacement within the City's Capital Depletion Schedule. However, they are in need of replacement at this time to ensure continued quality turf health and operational efficiencies.

Troon and City Staff are recommending that these three mowers be replaced via the Troon National Purchasing Agreement, which is permitted through their management agreement. The following are the mowers proposed for purchase.

- Toro 5410 Reelmaster replaced with Toro Reelmaster 5510-D which are utilized for green collar areas approaches and fairways ($87,448.88)
- Toro Groundsmaster 4300-D replaced with Toro Groundsmaster 4500-D which is utilized for golf course roughs and trimming around tee boxes, bunkers and detail cut zones ($97,180.50)
- John Deere 1435 Front Mower replaced with Toro ZMaster 5000 which is utilized for large common areas and trimming ($13,999)

FINANCIAL IMPACT

Total replacement cost per Wesco Turf via Troon Toro National Account Agreement is $198,628.38. Funds are budgeted within the Willowbrook Capital Depletion Fund account 405-07-712-6403. Staff are recommending the following funding plan for the Toro mower replacements:

- $147,516 – Reserve Balance cost savings from previous equipment purchases. Specifically, Mowers #9412, #9947, and #9671.

- The remaining balance of $51,113 will be allocated as follows:
  - $3,532 – cost savings from previous purchases of equipment #9416, #9424, and #9946.
  - $24,910 from #5065 Kubota Track Loader due for replacement in FY43' and refund reserve balance.
  - $22,671 from #9606 John Deere Utility Tractor. Equipment is in good condition, extend replacement from FY27' to FY35; and refund reserve balance.

STRATEGIC PLAN ALIGNMENT

This is a routine purchase associated with daily operations at the Willowbrook Golf Course and not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Quality of Life and Responsible Government Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve the purchases of the Toro Reelmaster 5510-D, Toro Groundsmaster 4500-D, and Toro ZMaster 5000 from Wesco Turf via Troon Toro National Account Agreement and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENT

- Wesco Turf Price Quote (Via Troon Toro National Account Agreement)

WESCOTURF INC.

2101 Cantu Court, Sarasota FL 34232
300 Technology Park, Lake Mary FL 32746
7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-39112

Date: April 2, 2026
Expires: May 2, 2026

Prepared For:

Raymond Perez
Superintendent

Willowbrook Golf Course
4200 Florida 544
Winter Haven, FL 33881

Ship To:

WILLOWBROOK GOLF COURSE
CITY OF WINTER HAVEN
4200 SR 544 E
WINTER HAVEN, FL 33881

Pricing provided is in compliance with the Troon Toro National Account Agreement.

Total Units	Qty	Model No.	Description	Unit Price	Extended Price
1	1	03954	Toro Reelmaster 5510-D	$87,448.88	$87,448.88
	5	03641	22 Inch 7-Inch, 11-Blade (Fsr) Forward Swept Reel Edgeseries		
	1	03408	7 Inch Powered Rear Roller Brush For Cutting Units Without Groomers (Kit Of 5)		
	1	30671	Red Universal Sunshade		
	1	03247	Operator Cooling Fan		
	1	03248	Switch Panel Universal Sunshade		
	1	138-2994	Power Harness Kit		
1	1	30885	Toro Groundsmaster 4500-D	$97,180.50	$97,180.50
	1	30671	Red Universal Sunshade		
	1	03247	Operator Cooling Fan		
	1	03248	Switch Panel Universal Sunshade		
	1	31529	4WD Flow Divider Kit w/Manual Override (Yanmar) F20		
1	1	72918	Toro ZMaster 5000 26.5 HP Kohler Command Pro EFI w/ 72 in TURBO FORCE Deck	$13,999.00	$13,999.00

Terms:	Net 30
Equipment Total	$198,628.38
Sales Tax	$0.00
Totals:	$198,628.38

Warranty
The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty. Toro Consumer / Landscape Contractor Equipment carries a two-year unlimited hours or 5 year 1200 hour warranty.

Q-39112

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to scott.ford@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Scott Ford

Commercial Golf Territory Manager
(941) 650-1255, scott.ford@wescoturf.com

DATE: May 20, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: RFQ-24-18 Water Resource Facility at Pollard Road, Task Order #2

BACKGROUND

On January 27, 2025, the City entered into a Master Progressive Design-Build Contract with Wharton-Smith, Inc. (via RFQ-24-18) for the Water Recycling Facility at Pollard Road / Wastewater Treatment Plant #2 (WWTP#2) Abandonment project. The contract establishes incremental components and/or phases of the complete project to the city as may be assigned to the design-builder by task order.

Subsequently, Task Order #1 was approved on March 10, 2025 for the Initial Conceptual Planning and Design-Preconstruction Services and is progressing towards completion. This task order provides analysis of the City's infrastructure, facility and master planning, and alternatives/recommendations for the wastewater treatment facilities.

Task Order #2: WWTP#2 Interim Improvements-Preconstruction Services was developed from the comprehensive analysis of the current compliance issues and future vision for WWTP#2. This task order includes the accelerated design, permitting, and preconstruction of a new electrical building and disc filter. It also includes miscellaneous improvements to WWTP#2 that are visioned in the future decommission of WWTP#2 and conversion to a reclaimed water booster pump station. Not included in Task Order #2 is the Owner Direct Purchase of the material or the construction of the disk filter and electrical building, which is budgeted in Fiscal Year 2027 and will be a separate task order.

FINANCIAL IMPACT

Funds are budgeted in account 402-08-316-6301-UTL-2612 and is detailed for Fiscal Years 2026 through 2030 in the Five-Year Capital Improvement Plan. The total cost for Task Order #2 for the WWTP#2 Interim Improvements-Preconstruction Services is $1,627,097.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure

- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.1 – Adopt, implement, and maintain the One Water Master Plan to ensure sufficient capacity for potable, reuse and wastewater needs.

RECOMMENDATION

Staff recommends the City Commission approve Task Order #2 WWTP#2 Interim Improvements-Preconstruction Services Pollard Road Water Production Facility, and authorize the City Manager, or his designee, to execute Task Order #2 and take any and all actions necessary thereto.

ATTACHMENT

- Water Resource Facility at Pollard Road, WWTP#2 Abandonment, Task Order #2

Wharton-Smith, Inc.
CONSTRUCTION GROUP

PRECONSTRUCTION PHASE PROPOSAL

CITY OF WINTER HAVEN

POLLARD RD. WRF

TASK ORDER 2: WWTP NO. 2 INTERIM IMPROVEMENTS – PRECONSTRUCTION SERVICES

This Task Order is subordinate to the general terms and conditions of the Master Progressive Design-Build Contract Between the City of Winter Haven, a Florida municipal corporation, and Wharton-Smith, Inc. and shall be interpreted in a complimentary manner to the Contract Documents.

Design-Builder shall, through prudent use of resources, endeavor to minimize the use of contingency allowances and contractually limited services and Design-Builder shall be responsible for any use of consultants and subconsultants in excess of allowed amounts or contractual limits.

OVERVIEW

The Progressive Design Build (PDB) Team will provide preconstruction services for *Task Order 2: WWTP No. 2 Interim Improvements* as detailed herein. The duration of this scope is assumed to be approximately 10 months.

Wharton-Smith will contract with Kimley-Horn, the lead design firm for the PBD Team. The design efforts associated with this task order are detailed within the Kimley-Horn scope of services attached as part of this proposal and summarized below. Any reference to the design team shall be interpreted as Kimley-Horn and their subcontract designers.

The design scope of services includes accelerated design, permitting, and construction of a new electrical building and a new disc filter along with other miscellaneous improvements to WWTP No. 2. The goals of these improvements are to improve operations until the facility can be decommissioned and converted to a new transfer pump station conveying flows to WWTP No. 3. The new electrical equipment and standby emergency generator will be designed to operate the existing influent pump station, future phase new wastewater transfer pump station, and existing reclaimed water booster pump station systems.

The scope of services outlined by the PDB Team is not intended to limit the ability of the Owner, Owner Advisor, Wharton-Smith, and Design Consultants (Project Team) to adjust the project approach. As design progresses on each phase of the scope, adjustments may be made to best facilitate the project as determined by the Project Team, provided such adjustments maintain the intended technical, regulatory, and performance outcomes and are fee-neutral or result in cost savings to the City. The Project Team will meet to review and discuss key aspects of the project to maintain collaboration throughout. Adjustments may include, but are not limited to, revising phasing, resequencing design, excluding elements of the scope, and expediting portions of services outlined herein. Wharton-Smith will develop and maintain a schedule including design and construction activities. This schedule will be used to identify critical activities for the overall completion of work.

Wharton-Smith will provide the services detailed herein, and generally described below:

- Provide management of the design team and design related tasks
- Attend design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.
- Review of design deliverables and provide conceptual level cost estimates.
- Assist the City and design team in presenting and considering options and alternates by assessing cost and schedule impact of these options and alternates.
- Consult with Owner regarding site use and improvements, and the selection of materials, building systems, and equipment.
- Attend Site Visits, as needed, to facilitate the design phase.
- Create and periodically update design-phase schedules and generate preliminary construction phase schedules.
- Provide input to the Owner regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements. Furnish Owner a list of suggested Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.
- In conjunction with the Owner, identify the appropriate early work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the Owner.
- Generate conceptual level MOPO's (Maintenance of Plant Operations) to assist with cost estimating and decision making for alternative evaluations.
- Develop Guaranteed Maximum Price (GMP) proposals based on the design documents.

SCOPE OF SERVICES BY TASK

The following breakdown lists the anticipated tasks and expectations considered when producing the preconstruction proposal. Adjustments to the scope of work within or between listed tasks may be made during progressive design, provided such adjustments maintain the intended technical, regulatory, and performance outcomes and are fee-neutral or result in cost savings to the City. Any work outside of this scope of work that is requested of Wharton-Smith by the Owner, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

The scope of services provided on a "Lump Sum by Task" basis. In this regard, each line item included in the Fee Table will serve as a task and the lump sum valve for each task is established in the total column for each line item. These amounts do not include Markup and Insurance. Markup and Insurance will be reimbursed separately as a percentage of the amounts billed for each task. These percentages are established in the Fee Table. Prior to beginning work on each task, the PDB Team will notify the City in writing and Owner Advisor before proceeding with work unless the City directs the PDB Team in writing not to proceed.

The Kimley-Horn Design Scope of Services (Exhibit A) included as part of this proposal is coordinated with the services detailed below and is detailed with the same task breakdown. When combined, this document and the Kimley-Horn attachment comprise the complete scope of services for this task order.

TASK 1 PROJECT ADMINISTRATION AND PROJECT COORDINATION

This task generally consists of all management related tasks related to keeping the overall project moving forward. This includes project scheduling, document management, and billings.

1.1. Project Management & Administration – Wharton-Smith will provide overall project management for the preconstruction phase. This includes maintaining project records, organizing deliverables, file management, budget control, schedule control, quality planning, safety planning, subcontractor management, and coordination with the Owner and the Engineer.

1.2. Site Visits & Investigation – Wharton-Smith will perform general site visits as required to support the design team.

1.3. Schedule Development and Phasing – Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information. This schedule will be utilized to manage the Task Order 3 work and to forecast completion of the overall design phase for the project.

1.4. Progress Meetings – Wharton-Smith staff will attend twice monthly progress meetings with City of Winter Haven and Kimley-Horn as necessary to review design progress, action items, and other outstanding items.

1.5. Design-Build Meetings – Wharton-Smith staff will attend weekly meetings with Kimley-Horn & Subconsultants as necessary to review internal design progress milestones, action items, and other outstanding items.

TASK 2 PRELIMINARY DESIGN

2.1. Field Work – Wharton-Smith staff will review all deliverables prepared by the design team. Where applicable Wharton-Smith will provide the design team with the necessary information to complete their deliverables, including constructability reviews, value engineering, identification of conflicts, general questions, and sequencing feedback.

2.2. Preliminary Design Report (PDR)

2.2.1. PDR Constructability Review – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Each of the preliminary design evaluation options will also be reviewed during this phase. Value engineering options are also provided during this phase and throughout the life cycle of the project.

2.2.2. PDR Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

2.2.3. PDR Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.

2.2.4. PDR Schedule – Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable.

TASK 3 NEW ELECTRICAL BUILDING PRECONSTRUCTION

3.1. New Electrical Building 60% Design

3.1.1. New Electrical Building 60% Constructability Review – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Each of the preliminary design evaluation options will also be reviewed during this phase. Value engineering options are also provided during this phase and throughout the life cycle of the project.

3.1.2. New Electrical Building 60% Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

3.1.3. New Electrical Building 60% Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.

3.1.4. New Electrical Building 60% Schedule – Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable.

3.2. New Electrical Building 90% Design

3.2.1. New Electrical Building 90% Constructability Review – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.).

3.2.2. New Electrical Building 90% Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

3.3. New Electrical Building IFC Design

3.3.1. New Electrical Building IFC Review – Wharton-Smith will review of all documents to ensure that they are conformed and ready for construction.

3.3.2. New Electrical Building IFC Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

3.3.3. New Electrical Building Final Cost Estimate (Reconcile GMP) – Once the IFC construction documents are issued, after GMP but before mobilization, Wharton-Smith preconstruction staff will review the drawings to revisit all detailed takeoffs for self-performed trades. The pricing is adjusted and tracked based on additions and deletions. Subcontractors also adjust their pricing after reviewing more detailed drawings. At this time the GMP is reconciled with cost savings being returned to contingency.

3.4. New Electrical Building GMP – *Based on 90% Design*

3.4.1. New Electrical Building GMP Development – Wharton-Smith will identify and assemble appropriate work packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.

3.4.2. New Electrical Building Pre-Bid Site Visits – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions. Clarifications/addenda will be issued to bidding parties as needed.

3.4.3. New Electrical Building Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.

3.4.4. New Electrical Building Bid Review – All of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award, based on the best interest of the City. Final decision is made by the City.

3.4.5. New Electrical Building Final GMP – All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP. It is anticipated that multiple, phased GMP's may be required to accomplish desired project schedule.

TASK 4 NEW DISC FILTER PRECONSTRUCTION

4.1. New Disc Filter 60% Design

4.1.1. New Disc Filter 60% Constructability Review – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Each of the preliminary design evaluation options will also be reviewed during this phase. Value engineering options are also provided during this phase and throughout the life cycle of the project.

4.1.2. New Disc Filter 60% Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

4.1.3. New Disc Filter 60% Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates.

4.1.4. New Disc Filter 60% Schedule Development – Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) as by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true “critical path” is easily identifiable.

4.2. New Disc Filter 90% Design

4.2.1. New Disc Filter 90% Constructability Review – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.).

4.2.2. New Disc Filter 90% Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

4.3. New Disc Filter IFC Design

4.3.1. New Disc Filter IFC Review – Wharton-Smith will review of all documents to ensure that they are conformed and ready for construction.

4.3.2. New Disc Filter IFC Workshops – Wharton-Smith will attend workshops as detailed in the Design Scope.

4.3.3. New Disc Filter Final Cost Estimate (Reconcile GMP) – Once the IFC construction documents are issued, after GMP but before mobilization, Wharton-Smith preconstruction staff will review the drawings to revisit all detailed takeoffs for self-performed trades. The pricing is adjusted and tracked based on additions and deletions. Subcontractors also adjust their pricing after reviewing more detailed drawings. At this time the GMP is reconciled with cost savings being returned to contingency.

4.4. New Disc Filter GMP – *Based on 90% Design*

4.4.1. New Disc Filter GMP Development – Wharton-Smith will identify and assemble appropriate work packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost estimates. This estimate will be submitted as the GMP Proposal for the work.

4.4.2. New Disc Filter Pre-Bid Site Visits – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions. Clarifications/addenda will be issued to bidding parties as needed.

4.4.3. New Disc Filter Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.

4.4.4. New Disc Filter Bid Review – All of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award, based on the best interest of the City. Final decision is made by the City.

4.4.5. New Disc Filter Final GMP – All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document (both hard copy and electronic copy provided). This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP. It is anticipated that multiple, phased GMP's may be required to accomplish desired project schedule.

TASK 5 PERMITTING

5.1. FDEP Environmental Resource Permitting – Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal for the design phase permits.

5.2. FDEP Water/Wastewater Permitting – Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal for the design phase permits.

5.3. Building Department Permitting – Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal for the design phase permits.

5.4. City Site Plan Application – Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal for the design phase permits.

5.5. TECO Coordination – Wharton-Smith staff will attend coordination meetings, site visits, and otherwise provide assistance as necessary.

FEE SUMMARY

Task	Description	Cost
1	Project Administration and Project Coordination	$246,745
2	Preliminary Design	$251,729
3	New Electrical Building Preconstruction	$615,197
4	New Disc Filter Preconstruction	$455,080
5	Permitting	$58,346
	Total	**$1,627,097**

Fee Breakdown: Please see attached Fee Breakdown sheets with design team backup documentation.

Wharton-Smith Inc.,
4912 W. La Salle Street
Tampa, FL 33607

By: _____
Todd O'Donnell
Vice President of Business Development - Water

City of Winter Haven
451 Third Street
Winter Haven, FL 33881

By: _____
T. Michael Stavres
City Manager

EXHIBIT A: TASK ORDER 2

WWTP NO. 2 INTERIM IMPROVEMENTS

SCOPE OF SERVICES

The Scope of Services for this Work Order will generally consist of professional design services to accelerate the design, permit, and construct several upgrades at WWTP No. 2 to meet FEDP reliability requirements and to provide safe and reliable operations until WWTP No. 2 can be decommissioned and converted to a new transfer pump station to convey flows to WWTP No. 3. The design includes a new electrical building and a new disc filtration system along with other miscellaneous improvements to WWTP No. 2. Construction plans and specifications will be produced at submittal levels of 60%, 90%, and Issued for Construction (IFC).

BACKGROUND:

The City of Winter Haven currently operates two wastewater treatment plants (WWTP) that treat domestic, commercial, and industrial wastewater collected from within its service area. Both WWTP No. 2 and WWTP No. 3 are reaching the end of their useful life. To ensure reliable service for the Winter Haven community, WWTP No. 2 will be decommissioned and used to transfer flows to WWTP No. 3. Over the next five years, the City will make improvements to WWTP No. 3 while constructing a new water resource facility (WRF) directly to the east of the existing plant. The WWTP No. 3 site and the surrounding area will be the home to the City's One Water Campus.

WWTP No. 3 is currently permitted to treat an annual average capacity of 7.5 MGD. Current flow projections predict this capacity will be exceeded in 2031, not including the flow transferred from WWTP No. 2. With the goal of decommissioning WWTP No. 2 as soon as possible, the City plans to make necessary reliability improvements to WWTP No. 2 while WWTP No. 3 modifications are taking place to make provisions for eventually receiving all flows from WWTP No. 2.

PROJECT UNDERSTANDING:

Based on the January 2026 WWTP No. 2 Condition Assessment Report, the City desires to decommission WWTP No. 2 as soon as possible with a general time frame of approximately 3 to 4 years. In the interim, the City desires to accelerate the design, permit, and construction of several upgrades at WWTP No. 2 to keep the facility functional and to prepare it to be converted into a future transfer pump station.

Details of the elements included in these interim improvements are described below.

New Electrical Building

The Design Consultant will design the new Electrical Building to house the new 480-volt, 3-phase electrical switchgear; 120/240-volt service; SCADA and other instrumentation equipment to support the existing influent pump station and new future transfer pump station, existing reclaimed water booster pump station, miscellaneous electrical and instrumentation loads, and a new standby diesel emergency generator and fuel storage system.

The Electrical Building will include an electrical room and restroom. It will be determined during the design phase if the generator will be installed in a room attached to the electrical building or if it will be installed outside.

The new electrical equipment and standby emergency generator will be designed to operate the existing influent pump station, future phase new wastewater transfer pump station, and existing reclaimed water booster pump station systems. When the existing influent pump station is converted into the new submersible style transfer pump station, it will include three submersible

pumps in the existing wet well, odor control system, electrical service, instrumentation and site piping.

New Disc Filter

WWTP No. 2 currently has two Veolia automatic backwash (ABW) continuous traveling bridge sand filters, one of which is not functional (ABW No. 2). For the plant to operate efficiently for the next four-plus years, additional filter capacity is required. The Design Consultant will design improvements associated with installation of a new disc filter in the existing ABW No. 2 filter basin.

SCOPE OF SERVICES BY TASK

Task 1 – Project Administration and Project Coordination

Design Consultant will perform project administration and coordination activities associated with the Project. These activities include planning and scheduling, managing staff, budgets, and schedules, developing monthly status reports and invoices, and coordinating and communicating with the Design-Builder, Design Consultant, and Owner (the "Project Team"). The following specific services will be provided.

A. Design Consultant and sub-consultants will prepare for and attend a project kick-off meeting with the Owner to discuss the project objectives, schedule, confirm building layout/general location, and work plan. Project objectives, schedule, milestones, communication methods, and base information will all be discussed.

B. Design Consultant will develop and maintain a project schedule for all design elements including subconsultants' work. Design Consultant will regularly participate in schedule review meetings with Design-Builder and Owner and provide schedule updates resulting from meeting discussions.

C. Design Consultant and sub-consultants will meet regularly with the Project Team to provide updates and coordinate aspects of the project. This will be coordinated as part of the twice monthly meetings occurring under other Task Orders and is anticipated to require an average of 30 minutes per meeting. The TO-2 meetings will typically be conducted as part of the TO-1 agenda to avoid duplicated effort; however, separate meetings will be conducted as needed. Meeting agenda topics will include project schedule reviews, status updates, submittal reviews and look ahead reviews.

D. Design Consultant and sub-consultants will meet weekly to ensure project schedule and budget are being met.

E. Design Consultant will maintain records of meetings, permit submittals, design files, project construction documents, contracts, and all other project record information for future reference during the project and for a time period as required by law after project completion. Design Consultant will provide the Owner with electronic records of permit applications, project construction plans, Owner approvals, shop drawings, as-built record drawings, and specification submittals upon project completion.

F. Design Consultant will provide project management, project accounting, general coordination, deliverable production including ordinary expenses such as printing, mailing, travel, and other typical administrative expenses throughout the project.

G. Design Consultant will execute agreements with the following sub-consultants. Design Consultant will coordinate with and manage the sub-consultants, review and process pay requests, and consolidate individual deliverables into consolidated documents as needed for delivery to the Owner. The specific scope of services for all subconsultants are detailed in Attachment A.

- Wright-Pierce – Lead design engineer for new electrical building, new disc filter, and other miscellaneous WWTP No. 2 improvements
- Bailey Engineering Consultants – Electrical and I&C Engineer
- CivilSurv –site topographic and property boundary survey; sub-surface utility exploration (SUE) survey
- Madrid Engineering Group – Geotechnical engineering and SUE locates
- Specialty Sub-consultant (TBD) – Hazardous material assessments demolition

H. Design-Builder and Design Consultant will work with the Owner to develop a pay application process and define information to be included with submittals to help streamline pay application reviews and approvals. Design Consultant will submit draft pay applications to the Design-Builder for review. Design-Builder will submit pay applications to the Owner for review and approval.

I. Design Consultant will develop and maintain a Design Evolution Log as described in the *Water and Wastewater Collaborative Delivery Handbook, Sixth Edition*. The Design Evolution Log is a record of formal owner comments made during reviews and responses to the comments. The Design Evolution Log will also record design decisions and the reasoning behind those decisions.

Task 2 – Preliminary Design

Design Consultant will prepare a preliminary design report PDR for the work described in the Project Understanding. The PDR will provide a project narrative, final design criteria, design calculations, equipment selection, permit assessment, and identification of applicable codes.

Task 2.1 – Field Work

A. Design Consultant will conduct field work at the WWTP No. 2 site. Field work shall include site survey, geotechnical explorations, SUE, environmental site assessment, and wetlands survey.

Task 2.2 – Preliminary Design Report (PDR)

A. Design Consultant will prepare a draft PDR for the work described in the Project Understanding. The PDR will include 30% plans and a detailed cost estimate.

- Design Consultant will submit draft PDR to Design-Builder for review and comment.
- Design Consultant will prepare for and conduct workshops as needed to discuss comments with Design-Builder.
- Design Consultant will revise the draft PDR to address comments provided by Design-Builder.

B. Design Consultant will submit the draft PDR to the Owner for review and comment.

C. Design Consultant will prepare for and conduct a review workshop with the Project Team to discuss draft PDR comments. Comments and comment responses will be tracked in a comment log.

D. Design Consultant will revise the draft PDR based on results of the review workshop and prepare a final PDR.

E. Design-Builder will prepare a detailed cost estimate based on the final PDR.

F. Design Consultant will submit the final PDR with 30% plans and detailed cost estimate for review and acceptance by the Owner.

Task 3 – New Electrical Building Preconstruction

Design Consultant will prepare Plans and Technical Specifications table of contents for the new Electrical Building as described in the Project Understanding. The plans will provide the location of all process equipment, tankage, buildings, piping (below and above grade), and site civil design.

Task 3.1 – New Electrical Building 60% Design

The 60% Submittal Package will generally consist of the following elements:

60% Plans

- Civil / Site
  Conceptual overall site plan, preliminary grading and drainage concepts, yard piping routing concepts, and hydraulic profiles of major flows.
- Process / Mechanical
  Process Flow Diagrams (PFDs), preliminary Process & Instrumentation Diagrams (P&IDs at block level), and equipment lists.
- Structural
  Conceptual foundation and structure types with structural system narratives.
- Electrical / Instrumentation & Control (I&C)
  Conceptual one-line diagrams, major electrical load lists, and SCADA/control system architecture.
- Architectural
  Building massing, functional layouts, and code/occupancy assumptions.

Preliminary Design Report
Project narrative, final design criteria, identification of applicable codes, design calculations, equipment selection, permit assessment

Environmental / Permitting
Permitting strategy memo, preliminary regulatory coordination summary, and environmental constraints overview.

Specifications
Technical specifications table of contents.

Phasing Plan
Color coded graphics depicting project phasing.

Cost Estimate (By Design-Builder)
60% Cost Estimate, risk register, preliminary schedule, and valve engineering input.

A. Design Consultant will work with the Design-Builder and Owner to prepare 60% Plans and Technical Specifications table of contents (60% Submittal Package).
   - Design Consultant will submit draft 60% Submittal Package to the Design-Builder for review.
   - Design Consultant will incorporate review comments and prepare final 60% Submittal Package to the Design-Builder for review and approval.
   - Design-Builder will prepare a Cost Estimate based on the 60% Plans. Design Consultant will assist the Design-Builder as needed during preparation of the 60% Cost Estimate. Design-Builder will develop and maintain a risk register. Design Consultant will assist the Design-Builder with risk register development and updates.

B. Design-Builder will submit the draft 60% Submittal Package to the Owner for review and comment.

C. Design Consultant will prepare for and conduct a review workshop with Project Team to discuss draft 60% Submittal Package comments. Comments and comment responses will be tracked in a comment log.

D. Design Consultant will revise the 60% Submittal Package based on the comments received during the review workshop to finalize the 60% Submittal Package. Comments will be addressed in the 90% Design Task.
   - Design Consultant will develop and maintain a Design Evolution Log to capture deviations from the PDR and why the deviation was made.
   - Design-Builder will update the 60% Cost Estimate.

E. Design-Builder will submit the final 60% Submittal Package for review and acceptance by the Owner.

Task 3.2 – New Electrical Building 90% Design

Design Consultant will incorporate comments received from the 60% Submittal Package to prepare the 90% Plans and Technical Specifications for the work described in the Project Understanding. The 90% Plans and Technical Specifications will provide the location of all process equipment, tankage, buildings, piping, and site.

The 90% Submittal Package will generally consist of the following level of detail:

90% Plans

- Civil / Site
  Site, grading, drainage, yard piping, and erosion and sediment control plans.
- Process / Mechanical
  PFDs and P&IDs, equipment layouts, equipment data sheets, piping plans, sections, details, and mechanical schedules.
- Structural
  Structural drawings and separately issued final calculations.
- Electrical / I&C
  Power and lighting plans, conduit and cable schedules, instrument index, control narratives, and SCADA integration details.

- Architectural
  Architectural plans, details, door, finish, and equipment schedules.

Environmental / Permitting
Permit submittals if not already approved and regulatory compliance checklist.

Specifications
Draft Technical Specifications.

Geotechnical
Final Geotechnical Report.

A. Design Consultant will prepare 90% Submittal Package.

B. Design Consultant will prepare for and conduct a series of process-by-process collaborative design workshops with the Project Team. The workshops will focus on reviewing the 30% Submittal Package comments and identifying additional design information, constructability concerns, maintenance of plant operations (MOPO) considerations, and value engineering opportunities that will be incorporated/considered in the draft 90% Submittal Package. Separate workshops will be conducted for each process listed below.
   - New Electrical Building
   - Miscellaneous WWTP No. 2 Modifications
   - Electrical
   - Process Instrumentation and Controls
   - Permitting

C. Design Consultant will incorporate the information discussed during the process workshops to develop a draft 90% Submittal Package
   - Design Consultant will submit a draft 90% Submittal Package to the Design-Builder for review and comment.
   - Design Consultant will conduct a draft 90% Submittal Package review workshop with the Design-Builder to discuss comments received.
   - Design Consultant will revise the draft 90% Submittal Package based on Design-Builder's comments and prepare a final 90% Submittal Package for the Owner's review.

D. Design Consultant will submit the 90% Submittal Package to the Owner for review and comment.

E. Design Consultant will prepare for and conduct a review workshop with Owner staff to discuss the 90% Submittal Package comments from the Owner. Design Consultant will document the Owner's comments and Design Consultant's comment responses in a Design Evolution Log. Design Consultant will address comments in the draft IFC Submittal Package.
   - Design-Builder will prepare a GMP based on the 90% Submittal Package. Design Consultant will assist the Design-Builder as needed during preparation of the GMP and risk register updates. Design-Builder will submit the GMP separately from the 90% Submittal Package.

Task 3.3 – New Electrical Building IFC Design

Design Consultant will incorporate comments received from the 90% Submittal Package to prepare the Draft IFC Plans and Technical Specifications for the work described in the Project Understanding. The IFC Plans and Technical Specifications will consist of the final signed and sealed documents.

The IFC Submittal Package will generally consist of the following level of detail:

IFC Plans

- Civil / Site
  Final site, grading, drainage, yard piping, and erosion and sediment control plans.
- Process / Mechanical
  Final PFDs and P&IDs, equipment layouts, equipment data sheets, piping plans, sections, details, and mechanical schedules.
- Structural

  Final structural drawings and separately issued final calculations.
- Electrical / I&C
  Final power and lighting plans, conduit and cable schedules, instrument index, control narratives, and SCADA integration details.
- Architectural
  Final architectural plans, details, door, finish, and equipment schedules.

Environmental / Permitting
Final permit submittals if not already approved and regulatory compliance checklist.

Specifications
Final Technical Specifications.

Geotechnical
Final Geotechnical Report.

A. Design Consultant will prepare for and conduct a collaborative design workshop with the Project Team. The workshop will focus on reviewing the 90% Submittal Package comments and identifying additional design information, constructability concerns, maintenance of plant operations (MOPO) considerations, and value engineering opportunities that will be incorporated/considered in the draft IFC Submittal Package.

B. Design Consultant will incorporate the information discussed during the 90% Submittal Package workshop to develop a draft IFC Submittal Package.

   - Design Consultant will submit the draft IFC Submittal Package to the Design-Builder for review and comment.
   - Design Consultant will conduct a draft IFC Submittal Package review workshop with the Design-Builder to discuss comments received.
   - Design Consultant will revise the draft IFC Submittal Package based on Design-Builder's comments.

C. Design-Builder will submit the draft IFC Submittal Package to the Owner for review and comment.

D. Design Consultant will prepare for and conduct a review workshop with Owner staff to discuss the draft IFC Submittal Package comments from the Owner. Design Consultant will document the Owner's comments and Design Consultant's comment responses in a Design Evolution Log. Design Consultant will address comments in the final IFC Submittal Package.

E. Design Consultant will prepare the final IFC Submittal Package based on the draft IFC Submittal Package workshop comments.

- Design Consultant will submit the final IFC Submittal Package to the Design Builder for final review and approval.

F. Design Consultant will submit the draft final IFC Submittal Package to the Owner for final review and approval.

G. Design Consultant will sign and seal the final IFC Documents and distribute them to all stakeholders as requested.

Task 4 – New Disc Filter Preconstruction

Design Consultant will prepare Plans, and Technical Specifications table of contents for the new Disc Filter as described in the Project Understanding. The plans will provide the location of all process equipment, tankage, buildings, piping (below and above grade), and site civil design. The design intent is to pre-select the filter and prepare construction plans around the specific requirements for the selected filter.

Task 4.1 – New Disc Filter 60% Design

The 60% Submittal Package will generally consist of the following elements:

60% Plans

- Civil / Site
  Conceptual overall site plan, preliminary grading and drainage concepts, yard piping routing concepts, and hydraulic profiles of major flows.
- Process / Mechanical
  Process Flow Diagrams (PFDs), preliminary Process & Instrumentation Diagrams (P&IDs at block level), and equipment lists.
- Structural
  Conceptual foundation and structure types with structural system narratives.
- Electrical / Instrumentation & Control (I&C)
  Conceptual one-line diagrams, major electrical load lists, and SCADA/control system architecture.

Environmental / Permitting
Permitting strategy memo, preliminary regulatory coordination summary, and environmental constraints overview.

Specifications
Technical specifications table of contents.

Phasing Plan
Color coded graphics depicting project phasing.

Cost Estimate (By Design-Builder)
60% Cost Estimate, risk register, preliminary schedule, and valve engineering input.

A. Design Consultant will work with the Design-Builder and Owner to prepare 60% Plans and Technical Specifications table of contents (60% Submittal Package).

- Design Consultant will submit draft 60% Submittal Package to the Design-Builder for review.
- Design Consultant will incorporate review comments and prepare final 60% Submittal Package to the Design-Builder for review and approval.
- Design-Builder will prepare a Cost Estimate based on the 60% Plans. Design Consultant will assist the Design-Builder as needed during preparation of the 60% Cost Estimate. Design-Builder will develop and maintain a risk register. Design Consultant will assist the Design-Builder with risk register development and updates.

B. Design-Builder will submit the draft 60% Submittal Package to the Owner for review and comment.

C. Design Consultant will prepare for and conduct a review workshop with Project Team to discuss draft 60% Submittal Package comments. Comments and comment responses will be tracked in a comment log.

D. Design Consultant will revise the 60% Submittal Package based on the comments received during the review workshop to finalize the 60% Submittal Package. Comments will be addressed in the 90% Design Task.

- Design Consultant will develop and maintain a Design Evolution Log to capture deviations from the PDR and why the deviation was made.
- Design-Builder will update the 60% Cost Estimate.

E. Design-Builder will submit the final 60% Submittal Package for review and acceptance by the Owner.

Task 4.2 – New Disc Filter 90% Design

Design Consultant will incorporate comments received from the 60% Submittal Package to prepare the 90% Plans and Technical Specifications for the work described in the Project Understanding. The 90% Plans and Technical Specifications will provide the location of all process equipment, tankage, buildings, piping, and site.

The 90% Submittal Package will generally consist of the following level of detail:

90% Plans

- Civil / Site
  Site, grading, drainage, yard piping, and erosion and sediment control plans.
- Process / Mechanical
  PFDs and P&IDs, equipment layouts, equipment data sheets, piping plans, sections, details, and mechanical schedules.
- Structural
  Structural drawings and separately issued final calculations.
- Electrical / I&C
  Power and lighting plans, conduit and cable schedules, instrument index, control narratives, and SCADA integration details.

Environmental / Permitting

Permit submittals if not already approved and regulatory compliance checklist.

Specifications
Draft Technical Specifications.

Geotechnical
Final Geotechnical Report.

A. Design Consultant will prepare 90% Submittal Package.

B. Design Consultant will prepare for and conduct a series of process-by-process collaborative design workshops with the Project Team. The workshops will focus on reviewing the 60% Submittal Package comments and identifying additional design information, constructability concerns, maintenance of plant operations (MOPO) considerations, and value engineering opportunities that will be incorporated/considered in the draft 90% Submittal Package. Separate workshops will be conducted for each process listed below.
    - New Disc Filter
    - Miscellaneous WWTP No. 2 Modifications
    - Electrical
    - Process Instrumentation and Controls
    - Permitting

C. Design Consultant will incorporate the information discussed during the process workshops to develop a draft 90% Submittal Package
    - Design Consultant will submit a draft 90% Submittal Package to the Design-Builder for review and comment.
    - Design Consultant will conduct a draft 90% Submittal Package review workshop with the Design-Builder to discuss comments received.
    - Design Consultant will revise the draft 90% Submittal Package based on Design-Builder's comments and prepare a final 90% Submittal Package for the Owner's review.

D. Design Consultant will submit the 90% Submittal Package to the Owner for review and comment.

E. Design Consultant will prepare for and conduct a review workshop with Owner staff to discuss the 90% Submittal Package comments from the Owner. Design Consultant will document the Owner's comments and Design Consultant's comment responses in a Design Evolution Log. Design Consultant will address comments in the draft IFC Submittal Package.
    - Design-Builder will prepare a GMP based on the 90% Submittal Package. Design Consultant will assist the Design-Builder as needed during preparation of the GMP and risk register updates. Design-Builder will submit the GMP separately from the 90% Submittal Package.

Task 4.3 – New Disc Filter IFC Plans

Design Consultant will incorporate comments received from the 90% Submittal Package to prepare the Draft IFC Plans and Technical Specifications for the work described in the Project Understanding. The IFC Plans and Technical Specifications will consist of the final signed and sealed documents.

The IFC Submittal Package will generally consist of the following level of detail:

IFC Plans

- Civil / Site
  Final site, grading, drainage, yard piping, and erosion and sediment control plans.
- Process / Mechanical
  Final PFDs and P&IDs, equipment layouts, equipment data sheets, piping plans, sections, details, and mechanical schedules.
- Structural
  Final structural drawings and separately issued final calculations.
- Electrical / I&C
  Final power and lighting plans, conduit and cable schedules, instrument index, control narratives, and SCADA integration details.

Environmental / Permitting
Final permit submittals if not already approved and regulatory compliance checklist.

Specifications
Final Technical Specifications.

Geotechnical
Final Geotechnical Report.

A. Design Consultant will prepare for and conduct a collaborative design workshop with the Project Team. The workshop will focus on reviewing the 90% Submittal Package comments and identifying additional design information, constructability concerns, maintenance of plant operations (MOPO) considerations, and value engineering opportunities that will be incorporated/considered in the draft IFC Submittal Package.

B. Design Consultant will incorporate the information discussed during the 90% Submittal Package workshop to develop a draft IFC Submittal Package.

   - Design Consultant will submit the draft IFC Submittal Package to the Design-Builder for review and comment.
   - Design Consultant will conduct a draft IFC Submittal Package review workshop with the Design-Builder to discuss comments received.
   - Design Consultant will revise the draft IFC Submittal Package based on Design-Builder's comments.

C. Design-Builder will submit the draft IFC Submittal Package to the Owner for review and comment.

D. Design Consultant will prepare for and conduct a review workshop with Owner staff to discuss the draft IFC Submittal Package comments from the Owner. Design Consultant will document the Owner's comments and Design Consultant's comment responses in a Design Evolution Log. Design Consultant will address comments in the final IFC Submittal Package.

E. Design Consultant will prepare the final IFC Submittal Package based on the draft IFC Submittal Package workshop comments.

   - Design Consultant will submit the final IFC Submittal Package to the Design Builder for final review and approval.

F. Design Consultant will submit the draft final IFC Submittal Package to the Owner for final review and approval.

G. Design Consultant will sign and seal the final IFC Documents and distribute them to all stakeholders as requested.

Task 5 – Permitting

The scope of Task 5 is to prepare the required permit application packages for submittal to the appropriate agencies listed below. Multiple permit application packages will be submitted as needed to accommodate construction phasing and schedule. Design Consultant will perform the following process for all permits listed below.

- Design Consultant will prepare for and conduct pre-application meetings with permit agencies.
- Design Consultant will submit information requests to the Owner for information needed to prepare the permit application packages.
- Design Consultant will prepare draft permit application packages and submit the draft application packages to the Owner for review and comment.
- Design Consultant will revise the draft permit application packages based on comments received from the Owner.
- Design Consultant will submit the revised draft permit application packages to the Owner for review, acceptance, and signature.
- Design Consultant will submit the revised draft permit application packages to the appropriate permit agencies.
- Design Consultant will respond to RFI's from permit agencies as requested. Design Consultant will maintain a log of all RFI questions and responses.
- Design Consultant and Owner will review draft permits provided by permitting agencies. Design Consultant will coordinate addressing Owner comments/changes to the draft permits with the appropriate permit agency.
- Design Consultant will provide the Owner with information needed for public noticing. The Owner will issue public notice advertisements. The Owner is responsible for all costs associated with public noticing advertisements.

Task 5.1 – FDEP Environmental Resource Permitting

The project will require obtaining an Environmental Resource Permit (ERP) from the Florida Department of Environmental Protection (FDEP) and No Permit Required (NPR) Letter from the USACE. Design Consultant will coordinate ERP permitting with the City's overall Stormwater Master Plan Consultant and Regional Stormwater permitting efforts to reduce duplication of efforts and necessary permit modifications.

Task 5.2 – FDEP Water/Wastewater Permitting

Design Consultant will coordinate with the Project Team and FDEP to develop and implement an FDEP Water/Wastewater permitting strategy. In general, the FDEP Water/Wastewater permitting will consist of a major modification to the existing WWTP No. 2 permit to include the scope of work described herein.

Task 5.3 –Building Department Permitting

Design Consultant will coordinate and work with the Project Team and the City of Winter Haven permitting departments to submit applications and respond to RFI's for building permits required for the work described in the Project Understanding.

Task 5.4 – City Site Plan Application

Design Consultant will coordinate and work with the Project Team and the City of Winter Haven to submit applications and respond to RFI's for City Site Plan Approval as required for the work described in the Project Understanding.

Task 5.5 – TECO Coordination

Design Consultant will coordinate and work with the Project Team and the City of Winter Haven to submit necessary information, applications, and respond to RFI's as needed for Tampa Electric Company (TECO) power service to the site as required for the work described in the Project Understanding.

CLARIFICATIONS AND EXCLUSIONS

The following clarifications and exclusions are considered in this scope of work.

1. Design-Builder will provide the Design Consultant with clear documentation of the information that is expected to be included in each submittal package along with what elements of the design that are not expected to change after each submittal package has been reviewed.
2. Design Consultant services are for the design and permitting phase of work and do not include services to be provided during construction. A separate Task Order will be developed for construction activities.
3. Changes to IFC Construction Documents will be made in accordance with the process defined in the Contract Documents.
4. All permit partial clearance requests, final permit information submittals, and review of final permits will be included in a separate Construction Administration Assistance Task Order.
5. All permit application fees shall be paid by others.

COMPENSATION:

Design Consultant shall be compensated in accordance with the following fee table.

Task Description	***Fees***	
Task 1 – Project Administration and Project Coordination	$	204,195
Task 2 – Preliminary Design		
Task 2.1 – Field Work	$	62,649
Task 2.2 – Preliminary Design Report (PDR)	$	121,580
Task 3 – New Electrical Building Preconstruction		
Task 3.1 – New Electrical Building 60% Design	$	164,310
Task 3.2 – New Electrical Building 90% Design	$	211,360
Task 3.3 – New Electrical Building IFC Design	$	81,240
Task 4 – New Disc Filter Preconstruction		
Task 4.1 – New Disc Filter 60% Design	$	104,100
Task 4.2 – New Disc Filter 90% Design	$	158,085
Task 4.3 – New Disc Filter IFC Design	$	67,190
Task 5 – Permitting		
Task 5.1 – FDEP Environmental Resource Permitting	$	7,535
Task 5.2 – FDEP Water/Wastewater Permitting	$	7,095
Task 5.3 – Building Department Permitting	$	13,985
Task 5.4 – Site Plan Application	$	9,430
Task 5.5 – TECO Coordination	$	3,895
Total Fees:	$	1,216,649

Item	TASK	QTY	UNIT	Principal-In-Charge	Design Build Manager	Senior Preconstruction Manager	Project Manager	General Superintendent	Superintendent	Director of Estimating	Speciality Estimator	Document Specialist	Administrative Assistant	Safety Manager	Risk Coordinator	Project Accountant	VDC Manager	VDC Engineer I	WHARTON-SMITH PERSONNEL				SUB *Detail Provided Separately	
				$186.00	$180.00	$167.00	$157.00	$174.00	$157.00	$186.00	$157.00	$84.00	$95.00	$140.00	$135.00	$124.00	$127.00	$106.00	HR's	LABOR COST	MISC. COSTS (PRO-RATED)	SUBTOTAL	SUBTOTAL	$ TOTALS
TASK 1	**Project Administration and Project Coordination**																							
1.1	Project Management & Administration	10	MO	4	8	24				8						20			64	10,160	384	10,544	-	10,544
1.2	Site Visits & Investigations	1	LS		4	8			4					4					20	3,244	120	3,364	-	3,364
1.3	Schedule Development & Phasing	10	MO		2	8		2	4										16	2,672	96	2,768	-	2,768
1.4	Progress Meetings	10	MO		2	4							4						10	1,408	60	1,468	-	1,468
1.5	Design-Build Meetings	10	MO		2	4							8						14	1,788	84	1,872	-	1,872
	Task 1 Services	1	LS																0	-	-	-	204,195	204,195
	SUBTOTALS			**4**	**18**	**48**	**-**	**2**	**8**	**8**	**-**	**-**	**12**	**4**	**-**	**20**	**-**	**-**	**124**	**19,272**	**744**	**20,016**	**204,195**	**224,211**
TASK 2	**Preliminary Design**																							
2.1	Field Work	1	LS			4													4	668	24	692	62,649	63,341
2.2	Preliminary Design Report (PDR)	1	LS																0	-	-	-	135,320	135,320
2.2.1	PDR Constructability Review	1	LS	2	2	20			8	16	20								68	11,444	408	11,852	-	11,852
2.2.2	PDR Workshops	1	LS		2	4													6	1,028	36	1,064	-	1,064
2.2.3	PDR Cost Estimate	1	LS		4	8	4	2	4	16	40	8							86	13,588	516	14,104	-	14,104
2.2.4	PDR Schedule	1	LS		2	8	4		4										18	2,952	108	3,060	-	3,060
	SUBTOTALS			**2**	**10**	**44**	**8**	**2**	**16**	**32**	**60**	**8**	**-**	**-**	**-**	**-**	**-**	**-**	**182**	**29,680**	**1,092**	**30,772**	**197,969**	**228,741**
TASK 3	**New Electrical Building Preconstruction**																							
3.1	New Electrical Building 60% Design	1	LS																0	-	-	-	180,290	180,290
3.1.1	New Electrical Building 60% Constructability Review	1	LS	2	2	8	4		4	4	16	2	2	2					46	7,218	276	7,494	-	7,494
3.1.2	New Electrical Building 60% Workshops	1	LS		2	2													4	694	24	718	-	718
3.1.3	New Electrical Building 60% Cost Estimate	1	LS		4	8	4	2	4	12	20	8							62	9,704	372	10,076	-	10,076
3.1.4	New Electrical Building 60% Schedule	1	LS		2	8	4		4										18	2,952	108	3,060	-	3,060
3.2	New Electrical Building 90% Design	1	LS																0	-	-	-	229,160	229,160
3.2.1	New Electrical Building 90% Constructability Review	1	LS		2	8	8	2	4	4	16	2	2	2					50	7,822	300	8,122	-	8,122
3.2.2	New Electrical Building 90% Workshops	1	LS		2	2	2												6	1,008	36	1,044	-	1,044
3.3	New Electrical Building IFC Design	1	LS																0	-	-	-	81,240	81,240
3.3.1	New Electrical Building IFC Document Review	1	LS		2	8	8	2	4				2	2					28	4,398	168	4,566	-	4,566
3.3.2	New Electrical Building IFC Workshops	1	LS			2	2												4	648	24	672	-	672
3.3.3	New Electrical Building Final Cost Estimate	1	LS		2		12			8	12	2							36	5,784	216	6,000	-	6,000
3.4	New Electrical Building GMP	1	LS																0	-	-	-	-	-
3.4.1	New Electrical Building GMP Development	1	LS	2	4	24	16	2	4	12	20	8	4	4					100	15,572	600	16,172	-	16,172
3.4.2	New Electrical Building Pre-Bid Site Visits	1	LS			4			4										8	1,296	48	1,344	-	1,344
3.4.3	New Electrical Building Bids	1	LS			4	4		2			4							14	1,946	84	2,030	-	2,030
3.4.4	New Electrical Building Bid Review	1	LS		2	4	8		4		8	2							28	4,336	168	4,504	-	4,504
3.4.5	New Electrical Building Final GMP	1	LS		2	8				4									14	2,440	84	2,524	-	2,524
	SUBTOTALS			**4**	**26**	**90**	**72**	**8**	**34**	**44**	**92**	**28**	**10**	**10**	**-**	**-**	**-**	**-**	**418**	**65,818**	**2,508**	**68,326**	**490,690**	**559,016**
TASK 4	**New Disc Filter Preconstruction**																							
4.1	New Disc Filter 60% Design	1	LS																0	-	-	-	111,800	111,800
4.1.1	New Disc Filter 60% Constructability Review	1	LS	2	2	8	4		4	4	16	2	2	2					46	7,218	276	7,494	-	7,494
4.1.2	New Disc Filter 60% Workshops	1	LS		2	2													4	694	24	718	-	718
4.1.3	New Disc Filter 60% Cost Estimate	1	LS		4	8	4	2	4	12	20	8							62	9,704	372	10,076	-	10,076
4.1.4	New Disc Filter 60% Schedule	1	LS		2	8	4		4										18	2,952	108	3,060	-	3,060
4.2	New Disc Filter 90% Design	1	LS																0	-	-	-	166,205	166,205
4.2.1	New Disc Filter 90% Constructability Review	1	LS		2	8	8	2	4	4	16	2	2	2					50	7,822	300	8,122	-	8,122
4.2.2	New Disc Filter 90% Workshops	1	LS		2	2	2												6	1,008	36	1,044	-	1,044
4.3	New Disc Filter IFC Design	1	LS																0	-	-	-	67,190	67,190
4.3.1	New Disc Filter IFC Document Review	1	LS		2	8	8	2	4				2	2					28	4,398	168	4,566	-	4,566
4.3.2	New Disc Filter IFC Workshops	1	LS			2	2												4	648	24	672	-	672
4.3.3	New Disc Filter Final Cost Estimate	1	LS		2		12			8	12	2							36	5,784	216	6,000	-	6,000
4.4	New Disc Filter GMP	1	LS																0	-	-	-	-	-
4.4.1	New Disc Filter GMP Development	1	LS	2	4	24	16	2	4	12	20	8	4	4					100	15,572	600	16,172	-	16,172
4.4.2	New Disc Filter Pre-Bid Site Visits	1	LS			4			4										8	1,296	48	1,344	-	1,344
4.4.3	New Disc Filter Bids	1	LS			4	4		2			4							14	1,946	84	2,030	-	2,030
4.4.4	New Disc Filter Bid Review	1	LS		2	4	8		4		8	2							28	4,336	168	4,504	-	4,504
4.4.5	New Disc Filter Final GMP	1	LS		2	8				4									14	2,440	84	2,524	-	2,524
				4	**26**	**90**	**72**	**8**	**34**	**44**	**92**	**28**	**10**	**10**	**-**	**-**	**-**	**-**	**418**	**65,818**	**2,508**	**68,326**	**345,195**	**413,521**
TASK 5	**Permitting**																							
5.1	FDEP Environmental Resource Permitting	1	LS			4	2												6	982	36	1,018	7,535	8,553
5.2	FDEP Water/Wastewater Permitting	1	LS			4	2												6	982	36	1,018	7,095	8,113
5.3	Building Department Permitting	1	LS		2	8	8						4						22	3,332	132	3,464	13,985	17,449
5.4	City Site Plan Application	1	LS			8	8						2						18	2,782	108	2,890	9,430	12,320
5.5	TECO Coordination	1	LS			8	8												16	2,592	96	2,688	3,895	6,583
	SUBTOTALS			**-**	**2**	**32**	**28**	**-**	**-**	**-**	**-**	**-**	**6**	**-**	**-**	**-**	**-**	**-**	**68**	**10,670**	**408**	**11,078**	**41,940**	**53,018**
	TOTAL PRECONSTRUCTION SERVICES			14	82	304	180	20	92	128	244	64	38	24	0	20	0	0	**1210**	**191,258**	**7,260**	**198,518**	**TOTAL**	**1,478,507**

MARKUP	**9.00%**	**133,066**
INSURANCE	**1.05%**	**15,524**
	Grand Total	**1,627,097**

		Design Consultant & Subcontractors				
Item	**TASK**	**Building Whitehead**	**Electrical BL Smith**	**I&C Revere**	**Design Kimley-Horn**	**SUBTOTAL**
TASK 1	**Project Administration and Project Coordination**					
	Task 1 Services				204,195.00	204,195
	SUBTOTALS	**-**	**-**	**-**	**204,195**	**204,195**
TASK 2	**Preliminary Design**					
2.1	Field Work				62,649.00	62,649
2.2	Preliminary Design Report (PDR)	3,540.00	5,000.00	5,200.00	121,580.00	135,320
	SUBTOTALS	**3,540**	**5,000**	**5,200**	**184,229**	**197,969**
TASK 3	**New Electrical Building Preconstruction**					
3.1	New Electrical Building 60% Design	4,280.00	6,500.00	5,200.00	164,310.00	180,290
3.2	New Electrical Building 90% Design	3,180.00	11,500.00	3,120.00	211,360.00	229,160
3.3	New Electrical Building IFC Design				81,240.00	81,240
3.4	New Electrical Building GMP					-
	SUBTOTALS	**7,460**	**18,000**	**8,320**	**456,910**	**490,690**
TASK 4	**New Disc Filter Preconstruction**					
4.1	New Disc Filter 60% Design		2,500.00	5,200.00	104,100.00	111,800
4.2	New Disc Filter 90% Design		5,000.00	3,120.00	158,085.00	166,205
4.3	New Disc Filter IFC Design				67,190.00	67,190
4.4	New Disc Filter GMP					-
		-	**7,500**	**8,320**	**329,375**	**345,195**
TASK 5	**Permitting**					
5.1	FDEP Environmental Resource Permitting				7,535.00	7,535
5.2	FDEP Water/Wastewater Permitting				7,095.00	7,095
5.3	Building Department Permitting				13,985.00	13,985
5.4	City Site Plan Application				9,430.00	9,430
5.5	TECO Coordination				3,895.00	3,895
	SUBTOTALS	**-**	**-**	**-**	**41,940**	**41,940**
	TOTAL PRECONSTRUCTION SERVICES	**11,000**	**30,500**	**21,840**	**1,216,649**	**1,279,989**

Task Order #2 Fee		Subconsultants					Subconsultant Total	Project Total
Task Description	**Kimley-Horn**	**Wright Pierce**	**Bailey**	**CivilSurv**	**Madrid**	**Specialty Sub**		
Task 1 – Project Administration and Project Coordination	$ 30,000	$ 140,455	$ 33,740				$ 174,195	$ 204,195
Task 2 – Preliminary Design							$ -	$ -
Task 2.1 – Field Work		$ 16,015	$ 16,880	$ 18,224	$ 11,530		$ 62,649	$ 62,649
Task 2.2 – Preliminary Design Report (PDR)		$ 91,840	$ 29,740				$ 121,580	$ 121,580
Task 3 – New Electrical Building Preconstruction							$ -	$ -
Task 3.1 – New Electrical Building 60% Design		$ 85,590	$ 78,720				$ 164,310	$ 164,310
Task 3.2 – New Electrical Building 90% Design	$ 45,000	$ 94,520	$ 71,840				$ 166,360	$ 211,360
Task 3.3 – New Electrical Building IFC Design		$ 54,270	$ 26,970				$ 81,240	$ 81,240
Task 4 – New Disc Filter Preconstruction							$ -	$ -
Task 4.1 – New Disc Filter 30% Design		$ 85,590	$ 18,510				$ 104,100	$ 104,100
Task 4.2 – New Disc Filter 90% Design	$ 45,000	$ 94,005	$ 19,080				$ 113,085	$ 158,085
Task 4.3 – New Disc Filter IFC Design		$ 54,470	$ 12,720				$ 67,190	$ 67,190
Task 5 – Permitting							$ -	$ -
Task 5.1 – FDEP Environmental Resource Permitting	$ 750	$ 6,785					$ 6,785	$ 7,535
Task 5.2 – FDEP Water/Wastewater Permitting		$ 7,095					$ 7,095	$ 7,095
Task 5.3 – Building Department Permitting		$ 6,785	$ 7,200				$ 13,985	$ 13,985
Task 5.4 – Site Plan Application		$ 9,430					$ 9,430	$ 9,430
Task 5.5 – TECO Coordination		$ 3,895					$ 3,895	$ 3,895
Sub Total Fee	$ 120,750	$ 750,745	$ 315,400	$ 18,224	$ 11,530		$ 1,095,899	$ 1,216,649

Total Project Fee $1,216,649

Task Description	Principal Engineer P8	Senior Professional II P7	Senior Professional I P6	Professional II P5	Professional I P4	Analyst III P3	Analyst II P2	Analyst I P1	Designer	Sr. Designer	Technical Support	Support Staff	Total Hours	Sub Task Fee
	$ 420.00	$ 337.00	$ 285.00	$ 239.00	$ 223.00	$ 207.00	$ 192.00	$ 156.00	$ 187.00	$ 192.00	$ 140.00	$ 99.00		
Task 1 – Project Administration and Project Coordination														
Task 1 – Project Administration and Project Coordination	2	55	37									1	95	$ 30,019
Task 2 – Preliminary Design														
Task 2.1 – Field Work													0	$ -
Task 2.2 – Preliminary Design Report (PDR)													0	$ -
Task 3 – New Electrical Building Preconstruction														
Task 3.1 – New Electrical Building 30% Design													0	$ -
Task 3.2 – New Electrical Building 90% Design	4	70	69									1	144	$ 45,034
Task 3.3 – New Electrical Building IFC Design													0	$ -
Task 4 – New Disc Filter Preconstruction														
Task 4.1 – New Disc Filter 30% Design												1	1	$ 99
Task 4.2 – New Disc Filter 90% Design	4	70	69										143	$ 44,935
Task 4.3 – New Disc Filter IFC Design													0	$ -
Task 5 – Permitting														
Task 5.1 – FDEP Environmental Resource Permitting				3									3	$ 717
Task 5.2 – FDEP Water/Wastewater Permitting													0	$ -
Task 5.3 – Building Department Permitting													0	$ -
Task 5.4 – Site Plan Application													0	$ -
Task 5.5 – TECO Coordination													0	$ -
												Total Fees:	386	$ 120,804

DATE: May 20, 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: East Winter Haven Aquifer Recharge and Wetland Restoration, Consulting Design Services

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BACKGROUND

On February 10, 2025, the City awarded an interim agreement for the East Winter Haven Aquifer Recharge and Wetland Restoration project (Bradco Farms Wetland) to HGS, LLC dba Resource Environmental Solutions, LLC (RES) for the site reconnaissance and site assessment evaluation. The preliminary site assessment evaluation provided a positive recommendation for wetland restoration for the site.

Since the award of the interim agreement:

- Task Order #2 was issued on September 10, 2025 for the design and construction of the access road to the Managed Aquifer Recharge (MAR) well equipment and materials to drill the well ($187,700.00).
- Task Order #3 was issued on December 8, 2025 for the Protected Species Habitat Evaluation ($36,348.00).

Both task orders are completed and the City and RES are planning for the next steps to move the project forward. The following task orders have been negotiated:

1. Task Order #4, MAR Well Installation Support ($2,462,123)

The initial water source for well testing will be from the City's potable water system with a connection to water distribution system on Buckeye Loop Road to the recharge well site. This will allow injection performance, aquifer response, and system operability to be evaluated prior to final system implementation. This testing is a critical step in demonstrating the technical feasibility of the recharge well, confirming design assumptions, and generating the operational data required for regulatory review and approval.

- 4A – Design of the Interim System.
- 4B – Permitting of the Interim System.
- 4C – Construction of the Interim System.

2. Task Order #5, Wetland and Aquifer Recharge Design and Permitting ($1,727,282 *)

RES will develop pre-permit design documents for the North Wetland System (NWS), South Wetland System (SWS), reclaimed water connections, and aquifer recharge intake system, treatment train, and booster pump to the recharge well for review by the City prior to permit submission. These efforts will include preparation of permit-ready engineering drawings, draft specifications, supporting engineering calculations, construction costs, as well as an operations and maintenance (O&M) plan and cost.

- 5A – NWS and SWS Reclaimed Water Connections.
- 5B – NWC and SWC Per-Permit and modeling.
- 5C – Aquifer Recharge Well Pre-Permit Design.
- 5D – Landscape Architectural 3D graphics.

*****RES has received funding from The Coca-Cola Company for implementation of the Project. Subject to the City's approval of the Task 5 proposal and issuance of any required Purchase Order, Notice to Proceed, or other written authorization, RES will apply $500,000 of that funding as a credit against amounts reducing the City's cost to $1,227,282.

3. Task Order #6, Boundary Survey and Phase 1 Environmental Assessment, North Lobe Land Acquisition ($81,389)

To expand the project footprint, RES has obtained Letters of Intent (LOI) for the acquisition of the Muncy parcels fee simple and acquisition of a conservation easement on the King parcels, (North Lobe). RES has submitted a proposal ($46,314) to perform additional due diligence services consisting of boundary surveys and Phase 1 Environmental Site Assessments (ESAs) for these additional parcels.

- Budget increase to Land Services in Interim Agreement Task 1.A2.
- 6A – Boundary Survey.
- 6B – Phase 1 Environmental Assessment.

FINANCIAL IMPACT

Funds are budgeted in Fiscal Year 2025/2026 under account 402-08-305-6301 and subsequent fiscal years as reflected in the Water Department's five-year capital improvement plan. The total amount for Task Orders 4, 5 and 6 is $4,270,794 before the $500,000 credit from Coca-Cola. RES will supply conformation of the Coca-Cola grant being applied to the costs, reducing Task Oder #5 to $1,227,282 and total cost for tasks 4,5,6 to $3,770,794.00. The project has grant awards through Florida Department of Environmental Protection (FDEP) under grant #'s LPA0441, WRP16, and 25SRP26. Combined, these 3 grants will provide $1,843,090 funding towards Task Orders 4, 5 and 6 with the remaining amount of $1,343,090.00 from Water Department funds budgeted in account 402-08-305-6301. Remaining funds in the three grants will be allocated to future Task Orders for land acquisition and construction per the grant work plans.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.1 – Adopt, implement and maintain the One Water Master Plan to ensure sufficient capacity for potable, reuse and wastewater needs.

RECOMMENDATION

Staff recommends the City Commission approve Task Orders 4, 5 and 6 for the East Winter Haven Aquifer Recharge and Wetland Restoration to RES and authorize the City Manager, or his designee, to execute the task orders and take any and all actions necessary thereto.

ATTACHMENTS

- Task #4 MAR Well Supply and Wellhead
- Task #5 Pre-Permit Design
- Coca Cola, Grant Support Letter, Task #5 *****
- Task #6 Boundary Survey and Due Diligence, North Lobe
- Aquifer Recharge and Wetland Restoration, Conceptual Plan

34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

May 7, 2026

City of Winter Haven Water Department
401 6th Street, SW
Winter Haven, Florida 33884
Attn: Gary Hubbard, Director

RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project
Proposal to Provide Aquifer Recharge Well Installation Support – Interim Design and Construction
City of Winter Haven Purchase Order 2025-000000145; RES Project Number 112242

Dear Mr. Hubbard,

The City of Winter Haven (City) is moving forward with the construction of an aquifer recharge well for the East Winter Haven Aquifer Recharge and Wetlands Restoration Project (Project). The well contractor began initial well drilling activities in January 2026. The City requested that HGS, LLC dba RES Environmental Operating Company (RES) provide a proposal to design and construct the water supply pipeline, construct the wellhead components, and (as on optional task) complete the necessary testing to support the operation of this well.

The interim system is required to convey water to the recharge well under controlled conditions so that injection performance, aquifer response, and system operability can be evaluated prior to final system implementation. This testing is a critical step in demonstrating the technical feasibility of the recharge well, confirming design assumptions, and generating the operational data required for regulatory review and approval.

This proposal's scope of work would be referred to as "Task 4" and, upon the City's execution of the acknowledgement below, will be treated as an additional Task to be performed under the existing Interim Agreement dated February 10, 2025. As with Task 1 of the Interim Agreement, RES proposes to conduct this scope of work on a time and materials not to exceed (NTE) basis.

Task 4 scope of work is attached. The following paragraphs provide additional discussion related to the proposed scope of work. Costs and Schedule are provided at the end of this letter in **Tables 1** and **2**, respectively.

Task 4.A. Design of Interim System

Engineering design services are required to support interim aquifer recharge testing activities, including both surface and subsurface system components. Initial discussions proposed installing the pipeline at grade. However, due to new utility requirements in the area, concerns about stability and potential impacts associated with an aboveground installation, it was mutually agreed that the pipeline would instead be constructed underground as a utility. The design includes a new underground watermain connection that transitions from potable classification to a non-potable classification downstream of an on-site backflow preventer. This configuration ensures protection of both the existing and future potable water systems while allowing non-potable water to be conveyed to the recharge well for testing purposes. This also protects the potable water system if sodium bisulfite is determined to be needed during testing in future tasks. The proposed sampling port will be installed at the backflow preventer, which, by City code, is required to be aboveground. Construction plans, technical specifications, and engineering calculations will be prepared to ensure constructability, operational reliability, and compliance with applicable standards. In addition to the conveyance infrastructure, the interim system design includes the design of well-specific components necessary to safely operate and test the aquifer recharge well. This does not include the design of the wellhead assembly, discharge heads, valves, instrumentation, and appurtenances required to control flow, monitor injection pressures, and collect operational data. This will be contracted separately by the City. The wellhead design will need to incorporate isolation valves, check valves, flow measurement, pressure monitoring, and access points necessary for testing, monitoring, and maintenance activities. These components are critical to ensuring safe operation of the well

during testing and to generating reliable data on well performance and aquifer response. The conceptual layout of the temporary utilities is shown in **Figure 1**.

Task 4.B. Permitting of Interim System

Permitting services are required to authorize the construction and operation of the interim system and associated testing activities for the extension of the watermain. The Polk County Health Department is the only permit proposed to be submitted under this scope of work. All work in the Polk County right-of-way will be completed by the City in association with their current watermain extension along Buckeye Loop Rd.

Task 4.C. Construction of Interim System

Construction of the interim system includes furnishing and installation of piping, mechanical, electrical, and control components necessary to support the operation and monitoring of the aquifer recharge well. Piping includes approximately 2,500 linear feet of 10-inch C900 PVC and HDPE pipe and installation of a backflow preventer to protect the potable water system. Mechanical work includes the construction of concrete equipment pads with perimeter fencing, fabrication of discharge heads, and installation of discharge piping equipped with valves, flow meters, and air release components.

The City has identified components such as a backflow preventor and a 10-inch cross that may be available for use on this project. However, as the design is not yet complete and compatibility has not been fully evaluated, the current cost estimate assumes that all required components will be furnished as part of this project. Upon completion of the design, if the City-provided components are determined to be suitable for use, they will be incorporated, and the construction cost will be reduced to reflect the elimination of those procurement items.

The cost of pipe has seen significant volatility recently; to combat this, there are several paths forward. One of the paths for the City is to authorize the purchase of the pipe prior to the completion of design and have the pipe delivered and protected from sun damage on site. This locks in the pipe price and protects the project from future increases. If the City prefers to wait to reimburse for the purchase of the pipe, a cost adjustment will be provided to account for any increase in the cost of the pipe. **Task 4.C** reflects the cost if the City allows for reimbursement of the pipe prior to the completion of construction.

Additional infrastructure includes monitoring well discharge heads, stainless steel piping and appurtenances, submersible pumps, and stilling wells to support pressure and water level monitoring during injection activities. Electrical and control systems will provide power, instrumentation, data logging, and operational control of the system. These elements are required to safely operate the recharge well, collect accurate performance data, and demonstrate compliance with testing requirements. The aquifer recharge assemblies will take approximately 16 weeks to complete. The construction cost provided required several assumptions, detailed in the attached scope of work, that may result in a cost change based on changes made by the City's design consultant. SERVICE PROVIDER will provide a revised construction cost if final design requirements exceed these assumptions.

Task 4.D. Water Quality Sampling and Monthly Operating Reports (MORs) (OPTIONAL)

Following the construction of the system, others will collect the necessary data associated with the operational startup of the aquifer recharge system. Following the transition to operational, there will be monthly operating reports required to be submitted to FDEP. These monthly reports will be required to be submitted for a full year. The City requested that an optional task be included to perform these sampling events.

TABLE 1 – TASK 4 COSTS

Task	Costs
Task 4.A – Design of Interim System	$67,024
Task 4.B – Permitting of Interim System	$7,096
Task 4.C – Construction of Interim System	$2,388,003*
Total	**$2,462,123**

Task 4.D - WQ Sampling and Monthly Operating Reports (MORs) (OPTIONAL)	$144,830
Total with Optional Tasks	***$2,606,953***

*Task 4.C Construction of Interim System proposed not to exceed cost includes 15% contingency.

TABLE 2 – TASK 4 SCHEDULE

Task	Duration*	End*
Task 4.A – Design of Interim System	Upon Receipt NTP**	NTP + 12 weeks
Task 4.B – Permitting of Interim System	4 weeks	NTP + 16 weeks
Task 4.C – Construction of Interim System	16 weeks	NTP + 32 weeks
Task 4.D - WQ Sampling and Monthly Operating Reports (MORs) (OPTIONAL)	52 weeks	NTP + 84 weeks

* RES will coordinate with the City consultant to meet deadlines for the project.

** Work will begin immediately upon receipt of the NTP.

We sincerely appreciate the opportunity to submit this proposal to the City of Winter Haven for your review and consideration. Should you have any questions, comments or concerns, please do not hesitate to contact us.

Many thanks,



Matt Stahman, Project Principal
Angel Wynn, Project Manager
Thomas LaRoue, Engineer

CC: Ansley Tilley, City of Winter Haven
Mark Bombard, Assistant Director, City of Winter Haven Water Department
Justin Freedman, RES General Manager
Brad Mitchell, RES Counsel, The Mitchell Firm, LLC

Attachments:
Figure 1 – Temporary Utilities
Task No. 4 – Scope of Work

City Acknowledgment

By signing below, the City acknowledges and approves the scope of work described in this Proposal as an additional Task to be performed under the Interim Agreement between the City and RES, effective February 10, 2025. RES will perform the work described in this Proposal only upon issuance of any required Purchase Order or Notice to Proceed. Except as expressly set forth in this Proposal, the Interim Agreement remains in full force and effect and controls the performance of the work described in this Proposal. In the event of any conflict between the Interim Agreement and any Purchase Order terms, the Interim Agreement will control unless the parties expressly agree otherwise in writing. Any optional task described in this Proposal will be authorized only if expressly included in the applicable Purchase Order, Notice to Proceed, or other written authorization issued by the City. The parties may later memorialize this Proposal in a formal amendment to the Interim Agreement, but the absence of that amendment will not limit payment for work authorized and performed under this Proposal and the Interim Agreement.

CITY OF WINTER HAVEN, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

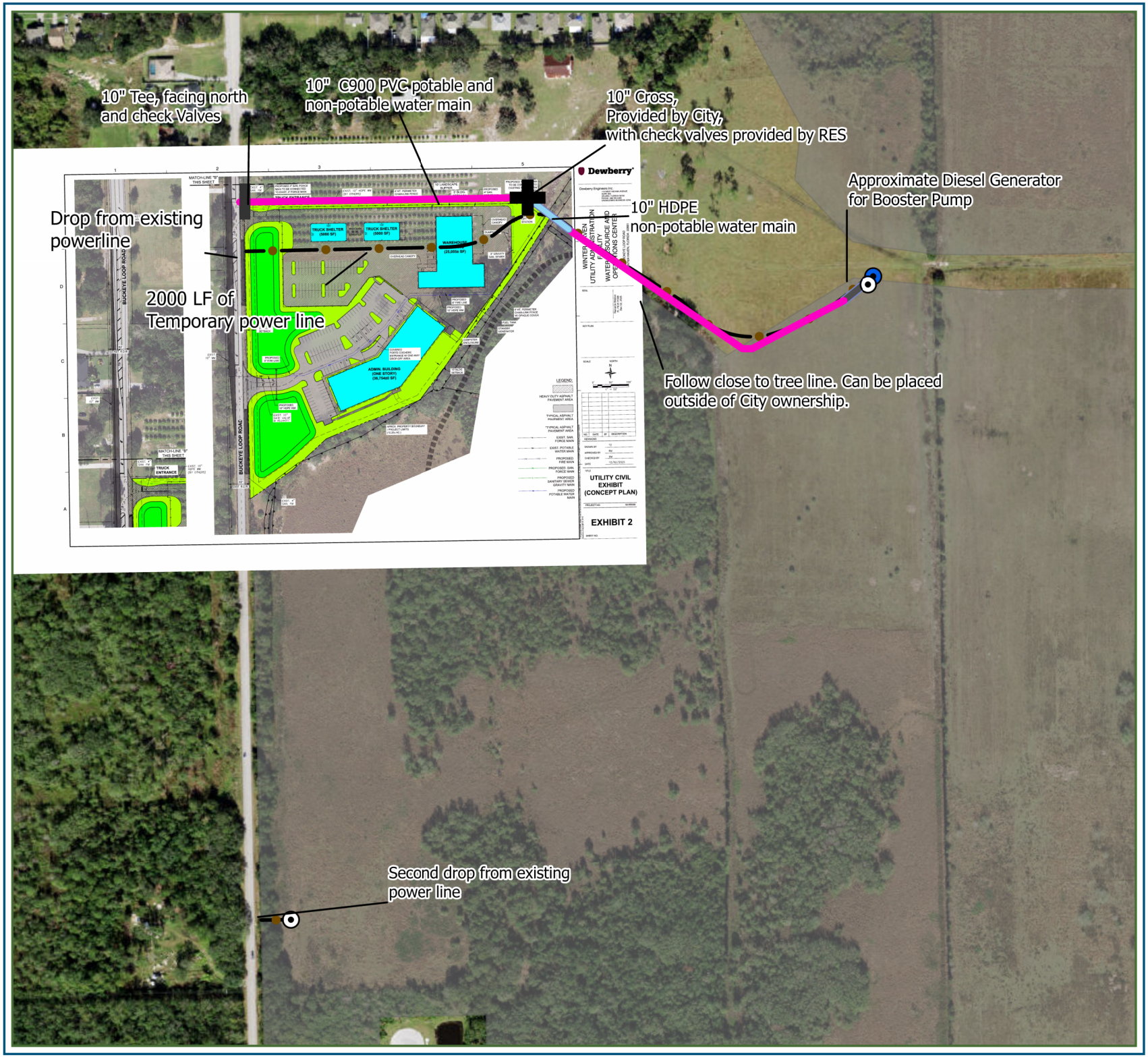


Figure 1
Temporary Utilities

BradCo. Farms
Polk County, FL
81.6909°W 28.0334°N

- Aquifer Recharge Well
- 10" Cross
- 10" Tee
- City of Winter Haven Owned Parcels

Temporary Utilities

- Powerline
- 500 LF of 10" HDPE Waterline
- 120 LF of DI Waterline
- 2000 LF of 10" C900 PVC
- Monitoring Wells

Assumptions:
1. Wells will be constructed by others.
2. Removals will be performed by others.

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as final legal boundaries.
Spatial Reference:
Albers Conical Equal Area [Florida Geographic Data Library]
Date: 2/18/2026

res
www.res.us

Cartographer: tlaroue | POC: XXXX | Path: C:\Users\tlaroue\OneDrive - Resource Environmental Solutions, LLC\Documents\ArcGIS\Projects\Winter Haven\Winter Haven.aprx | Layout: Temporary Utilities

TASK 4 – INTERIM DESIGN, PERMITTING AND CONSTRUCTION

Task 4.A – Design of Interim System Watermain
Task 4.B – Permitting of Interim System
Task 4.C – Construction of Interim System
Task 4.D – WQ Sampling and Monthly Operating Reports (MORs) (OPTIONAL)

Task 4.A – Design of Interim System Watermain

SERVICE PROVIDER will provide geotechnical, topographic, and engineering design services for the infrastructure required to use non-potable water for use in the future aquifer recharge well at the Site. SERVICE PROVIDER will conduct a limited topographic survey of the potable water main connection and back flow locations, water main ditch crossing, well site, and pipeline route. SERVICE provider will also advance 2 Standard Penetration Test (SPT) borings to approximately 25 feet below existing grade and 8 hand auger borings approximately 6 feet below grade for geotechnical analyses. Following the completion of this field exploration effort a geotechnical report will be developed.

SERVICE PROVIDER will prepare construction plans for both potable and non-potable watermain. Construction plans will provide details for connecting the new potable watermain at the existing gate valve that will be installed by others on the east side of Buckeye Loop Road. The new watermain will be classified as a potable watermain before the on-site backflow preventor. From there, the watermain will be classified as non-potable watermain. The backflow preventor will be installed to prevent any flow from the well or potential sodium bisulfite (SBS) injection interact with the public water supply. The non-potable watermain will meet public utility requirements and take future development into account.

In addition to the watermain, the interim system design will include wellhead assembly, discharge heads, valves, instrumentation, and appurtenances required to control flow, monitor injection pressures, and collect operational data; however, this part of the interim design will be conducted by others. SERVICE PROVIDER assumes the wellhead design completed by others will incorporate direct tapping into the non-potable water main with a SBS port, hose to connect from the pump skid to the direct tapping, Managed Aquifer Recharge (MAR) and monitor well wellheads, monitor well pumps, ancillary infrastructure including but not limited to electrical, instrumentation and control, valves (gate, isolation and air-relief) and flow metering.

Task 4.A Deliverables:

- Digital copies of all Geotechnical Reports, Engineering Designs, Calculations, and Technical Specifications required for construction

Task 4.A Assumptions:

- Easement sketch and descriptions will not be required
- A wetland and tree survey will not be required
- Drainage design will not be required
- The drop for power will be provided by the utility provider

- There are no cultural or archeological resources within the project footprint
- No work associated with the wellhead assembly or connection will be provided by SERVICE PROVIDER

Task 4.B – Permitting of Interim System

SERVICE PROVIDER will prepare the required permit application to the Polk County Health Department.

Task 4.B Deliverables:

- Polk County Health Department – Potable Water System Permit Application

Task 4.B Assumptions:

- All work in Polk County ROW will be provided by others
- Based on discussions with the City, it is understood that a Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) should not be required and is not included in this scope of work
- CITY will pay for any permit application fees
- FDEP 62-555.900(7) will not be required
- Any permitting associated with the startup and operation of the MAR will be handled by others

Task 4.C – Construction of Interim System

SERVICE PROVIDER will construct the infrastructure required to use non-potable water for the future aquifer recharge well at the Site. The proposed system includes the installation of piping, mechanical, electrical, and control systems necessary to support the reliable operation and monitoring of the well facilities. Piping work will consist of approximately 2,500 linear feet of 10-inch C900 PVC and HDPE piping and installation of a backflow preventer to ensure system protection. City has indicated well head design will be completed by others. For purposes of this proposal, SERVICE PROVIDER assumes mechanical components will include the construction of three concrete equipment pads with perimeter fencing, fabrication of discharge heads, and installation of discharge piping from each wellhead to the edge of the pad using 16-inch ductile iron pipe equipped with gate valves, check valves, air release valves, and magnetic flow metering. Additional work is assumed to include installation of stainless steel monitor well discharge heads and associated 316 stainless steel piping and appurtenances, submersible stainless steel pumps and appurtenances, and stilling wells to support pressure monitoring during initial operations. Electrical improvements are assumed to provide 460-volt, three-phase power to each well from the owner's service along Buckeye Loop Road, including all conduit, wiring, pull boxes, transformers, grounding, equipment racks, lighting, terminations, and start-up and testing. Control and instrumentation systems are assumed to include data logging and chart recording, magnetic flow meters, pressure transmitters and transducers, motor starters, sunshields, and associated supports to enable operational control, performance monitoring, and data export capabilities, along with final start-up and system testing.

SERVICE PROVIDER understands that the CITY may be able to provide components of the project, including a 10-inch cross and a backflow preventor. During Task 4.A, Design of Interim System, if the available components fit the system, the SERVICE PROVIDER will use the CITY components. The not to exceed cost does not include the use of CITY components at this time.

One staff member from SERVICE PROVIDER will monitor construction of the pipeline, recharge well, monitor well wellhead, and pumping equipment one day per week for the duration of the construction. A daily field report will be prepared and submitted to the City for the days the SERVICE PROVIDER is at the construction site.

Task 4.C Deliverables:

- Construction of Interim System
- Daily inspection reports submitted bi-weekly

Task 4.C Assumptions:

- CITY will allow the purchase of pipe prior to design completion
- No additional crossing at the ditch will be necessary
- Bonding costs included
- Make up water provided by the CITY at the deep monitor well from the water line/hydrant
- Fluid and cuttings disposal will be on site (if approved by Underground Injection Control [UIC])
- Power drops provided by others at the regional monitor well and recharge well locations at Buckeye Loop Road
- Temporary Engineering trailer excluded
- Site Restoration by others
- As-Builts and Operations and Maintenance (O&M) manual will be developed by others and will be used by others for FDEP approval of operational startup
- SERVICE PROVIDER will not provide services related to operational startup and services to support operational testing for the duration of the interim testing period
- Construction is estimated to take up to 16 weeks
- The SERVICE PROVIDER is not responsible for repairing or replacing any components supplied by the CITY that result in operational issues

Task 4.D – WQ Sampling and Monthly Operating Reports (MORs) (OPTIONAL)

SERVICE PROVIDER will support the CITY in monitoring the operational performance of the injection system in accordance with FDEP Permit No. 0440047-002-UC/5R. The services for this task include conducting purging of the monitoring well and measuring field stabilization parameters prior to the collection of laboratory samples. SERVICE PROVIDER will collect and

deliver samples to the laboratory contracted. SERVICE PROVIDER will support the CITY in the preparation and submittal of up to twelve (12) MORs over a one-year period.

Task 4.D Deliverables:

- 12 MORs

Task 4.D Assumptions:

- During operational testing and monitoring, CITY will provide SERVICE PROVIDER daily injection pressures, flow rates, and continuous water level data on a monthly basis, in accordance with Table 3 of FDEP Permit No. 0440048-002-UC/5R.

34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

May 20, 2026

City of Winter Haven Water Department
401 6th Street, SW
Winter Haven, Florida 33884
Attn: Gary Hubbard, Director

RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project
Proposal to Provide Design and Permitting Support
City of Winter Haven Purchase Order 2025-000000145; RES Project Number 112242

Dear Mr. Hubbard,

The City of Winter Haven (City) is moving forward with the construction of an aquifer recharge well for the East Winter Haven Aquifer Recharge and Wetlands Restoration Project (Project). The well contractor began initial well drilling activities in January 2026. The City requested that HGS, LLC dba RES Environmental Operating Company (RES) provide a proposal to take the design of the wetland system and the aquifer recharge system to pre-permit design (60%).

This proposal's scope of work would be referred to as "Task 5" and, upon the City's execution of the acknowledgement below, will be treated as an additional Task to be performed under the existing Interim Agreement dated February 10, 2025. This effort remains in accordance with the interim agreement and shall be paid on a time and materials not to exceed basis. Task 5 scope of work is attached. The following paragraphs provide additional discussion related to the proposed scope of work.

RES has received grant funds from the Coca-Cola Company (Coke) for the design and installation of this project. RES is committed to providing $500,000 from Coke to complete the pre-permit design of this project. Task 5 costs for this project are presented in Table 1, which includes application of the $500,000 grant funding. Task 5 schedule is provided in Table 2.

Design

RES will develop pre-permit design documents for the North Wetland System (NWS), South Wetland System (SWS), reclaimed water connections, and aquifer recharge intake system, treatment train, and booster pump to recharge well for review by the City prior to permit submission. These efforts will include preparation of permit-ready engineering drawings, draft specifications, supporting engineering calculations, construction costs, as well as an operations and maintenance (O&M) plan and cost. These will be completed in accordance with the latest Environmental Resource Permit (ERP) Applicant's handbook. For the aquifer recharge well infrastructure components, RES will also prepare an engineering report that establishes the basis of design, summarizes site conditions (including soils, hydrologic, and hydrogeologic characteristics), outlines proposed treatment systems and wellhead connections, and describes the civil, structural, mechanical, electrical, and controls project components.

Upon completion of the 60% design, RES will present a comprehensive design package to the City for review and comment, including an executive-level summary of project objectives, key issues, and proposed resolutions, and will address City comments and questions. At this stage, the design will clearly communicate the project's scope and intent and will incorporate contractor feedback on constructability. The documents will be developed with sufficient detail to support permitting while also enabling contractor engagement in pricing, means-and-methods discussions, and sequencing assumptions. This includes defining key systems, materials, and layout requirements to the extent necessary to facilitate early procurement and informed construction planning. The 60% submittal is intended to serve as a critical bridging milestone between design and construction, providing a coordinated level of definition that supports a streamlined progression directly into final construction documents.

There are three models that are proposed to be developed for this project, an event-based StormWise model and continuous simulation MIKE SHE/MIKE Hydro (MIKE models) or an HEC-RAS model (not both). The third will be the PRIM2 model, which is a MODFLOW based model developed by the Southwest Florida Water Management District (SWFMWD) to assist with the determination of potential impacts on the minimum flows and levels (MFL) within the system. These results will have to be incorporated into either the MIKE model or HEC-RAS model. StormWise and MIKE models have been preliminarily updated for the Technical Suitability Report (TSR), but additional work is required to submit these models with their respective permit applications. StormWise will be used for the ERP, while the MIKE models or HEC-RAS will also be used for to evaluate site performance and operational strategies as well as any water use permit (WUP) and/or MFL requirements (if required). The permitting strategy was refined during the Technical Suitability Report (TSR), which could eliminate the need for further development of a detailed MIKE SHE model. This will be determined after the pre-application meeting with either the Florida Department of Environmental Protection (FDEP) (only for ERP) or the SWFMWD.

Permitting and Agency Coordination

Under this task, RES and our team will prepare and submit the necessary local, state, and federal permit applications required for project implementation. This includes coordination with agencies such as the U.S. Army Corps of Engineers (USACE) for Clean Water Act Section 404 permitting, U.S. Fish & Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) for protected species coordination, FDEP or SWFWMD, and Polk County. FDEP will be contacted only if the SWFWMD determines that FDEP has regulatory authority for this project. Services will include the preparation of permit packages, participation in meetings with regulatory authorities, and response to any RAIs.

SWFWMD

The Project will require coordination with the SWFWMD under several regulatory programs. An ERP will be obtained to ensure that project activities maintain water quality, provide adequate flood protection, and preserve environmental values associated with wetland and surface water systems. It is not anticipated that a WUP will be needed for this project; however, our proposal covers this effort if determined necessary during agency coordination. A Right of Way Permit may also be required for improvements located within SWFWMD-managed corridors or drainage easements. In addition, the project will require review under SWFWMD's MFL program to confirm that project withdrawals or hydrologic modifications will not cause adverse impacts to established minimum water levels in nearby surface waters or aquifers. Collectively, these permits and reviews ensure that the project is designed and operated in a manner consistent with SWFWMD's mission to protect and manage the region's water resources.

USACE

RES will coordinate with the USACE to obtain a permit determination for activities that would require dredge and fill in wetlands and surface water considered federally jurisdictional waters of the United States (WOTUS). RES assumes the USACE will allow use of a Nationwide Permit (NWP) for this project. If the project requires an Individual Permit, RES will provide the City with an updated scope and NTE cost for this task.

Landscape Architectural 3D Renderings

Another optional task, presented in Tables 1 and 2, is to provide landscape architectural design services that will include illustrative 3D renderings. The RES team will take the waterbodies, wetlands, upland contours, and any City-requested amenities such as trails and benches, which will serve as the foundation for 3D modeling to create six bird's-eye style 3D renderings highlighting key areas of the project site. These renderings may be used during future presentations and meetings when discussing this project.

TABLE 1 – TASK 5 COSTS

Task	Cost
Task 5.A – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Design	$352,880
Task 5.A.1 – NWS, SWS, and Reclaimed Water Connection – Pre-Permit StormWise Model	$76,800
Task 5.A.2 – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Continuous Simulation modeling (WUPs, MFLs, and Citywide permit support)	$306,294
Task 5.B – NWS, SWS, and Reclaimed Water Connection Permitting	$246,574
Task 5.B.1 – NWS, SWS, and Reclaimed Water Connection Permitting RAI Response	$99,127
Task 5.C – Aquifer Recharge Well Infrastructure – Pre-Permit Design	$597,838
Task 5.D – Landscape Architecture 3D Graphics	$47,770
Sub-Total	$1,727,282
RES Coca-Cola Grant	-$500,000
Request from City	$1,227,282

TABLE 2 – TASK 5 SCHEDULE

Task	Start	End
Task 5.A – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Design (including Task 5.A.1 and **OPTIONAL** Task 5.A.2)	Immediately following NTP	NTP + 21 weeks
Task 5.B – NWS, SWS, and Reclaimed Water Connection Permitting	NTP + 10 weeks	NTP + 21 weeks
Task 5.B.1 – NWS, SWS, and Reclaimed Water Connection Permitting RAI Response	NTP + 21 weeks + Agency review time	4 weeks after Agency Response
Task 5.C – Aquifer Recharge Well Infrastructure – Pre-Permit Design	Immediately following NTP	NTP + 21 weeks
Task 5.D – Landscape Architecture 3D Graphics	NTP + 10 weeks	NTP + 21 weeks

We sincerely appreciate the opportunity to submit this proposal to the City of Winter Haven for your review and consideration. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

Many thanks,

HGS, LLC



Matt Stahman, Project Principal
Angel Wynn, Project Manager
Thomas LaRoue, Engineer

CC: Ansley Tilley, City of Winter Haven
Mark Bombard, Assistant Director, City of Winter Haven Water Department
Justin Freedman, RES General Manager
Brad Mitchell, RES Counsel, The Mitchell Firm, LLC

Attachments:
Task 5 Scope of Work

City Acknowledgment

By signing below, the City acknowledges and approves the scope of work described in this Proposal as an additional Task to be performed under the Interim Agreement between the City and RES, effective February 10, 2025. RES will perform the work described in this Proposal only upon issuance of any required Purchase Order or Notice to Proceed. Except as expressly set forth in this Proposal, the Interim Agreement remains in full force and effect and controls the performance of the work described in this Proposal. In the event of any conflict between the Interim Agreement and any Purchase Order terms, the Interim Agreement will control unless the parties expressly agree otherwise in writing. Any optional task described in this Proposal will be authorized only if expressly included in the applicable Purchase Order, Notice to Proceed, or other written authorization issued by the City. The parties may later memorialize this Proposal in a formal amendment to the Interim Agreement, but the absence of that amendment will not limit payment for work authorized and performed under this Proposal and the Interim Agreement.

CITY OF WINTER HAVEN, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

Task 5 – Reclaimed Water Connection and Supporting Wetlands (North Wetland System [NWS] and South Wetland System [SWS])

Task 5.A – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Design
Task 5.A.1 – NWS, SWS, and Reclaimed Water Connection Event-Based Model
Task 5.A.2 – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Continuous Simulation modeling (with optional WUP and MFL permit)
Task 5.B – NWS, SWS, and Reclaimed Water Connection Permitting
Task 5.B.1 – NWS, SWS, and Reclaimed Water Connection Permitting RAI Response
Task 5.C – Aquifer Recharge Well Infrastructure and Civil Design – Pre-Permit Design
Task 5.D – Landscape Architecture 3D Renderings

Task 5.A – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Design
SERVICE PROVIDER will develop a Pre-Permit design package that includes Pre-Permit design engineering drawings, draft technical specifications, engineering calculations, cost estimates, and any additional compliance documents and sheets required for permitting. This package will be presented to the CITY by the SERVICE PROVIDER for review before permit submission. The Pre-Permit design will include but not limited to the following:

1. **Pre-permit design (60%) engineering drawings and draft specifications to include:**
    a. Draft Specifications: Draft specifications will satisfy ERP, applicable City or County Code, City of Winter Haven Utility/water department system operational equipment compatibility. Draft specifications will be included within the pre-permit engineering drawings.
    b. Existing Conditions Plan: A survey necessary to satisfy ERP requirements and meet the needs to communicate to a construction contractor for accurate layout will be completed. This includes existing drainage, utility, and other features. Any boundaries and easements required to be surveyed beyond that provided in Task 6 will be provided by SERVICE PROVIDER.
    c. Overview plan, a high-level drawing in the engineering plan set that shows the overall project limits, major site features, and how the individual detailed plan sheets relate to the full project area. Design is based upon the conceptual plan shown on Exhibit A.
    d. Construction and Site Access Plan sheets identifying proposed construction access routes, staging access points, temporary crossings, traffic/control measures, contractor access limitations, and site circulation needed to efficiently

support construction activities while avoiding impacts to environmental resources, and adjacent properties.

e. Construction Laydown Plans sheets depicting designated temporary construction support areas, including material storage, equipment staging, contractor parking, fueling areas, temporary facilities, and stockpile locations required to support construction and maintain an organized site throughout project implementation.
f. Stormwater Pollution Prevention Plan (SWPPP) narrative, notes, and erosion and sediment control plan sheets. A single SWPPP will be prepared to include work performed for the wetlands restoration and the aquifer recharge facility.
g. Grading and Drainage Plan: To include the proposed plan, profiles, and grading details of the Project site. Proposed control structures, culverts, or other drainage features, including the aquifer recharge well, are to be provided.
h. Detail Sheets providing enlarged views, construction details, standard details, sections, connection requirements, material specifications, and installation requirements necessary to clarify project components and support accurate construction and field implementation.
i. Cross-Sections: Will include key dimensions, illustrating the anticipated configuration and elevations of project components. All cross sections will be generated directly from the project CAD model and coordinated with the underlying plan geometry to maintain proper scale, alignment, and accuracy. Cross sections shall be consistent with the base design files, including georeferenced horizontal and vertical control where applicable, so that proposed dimensions, elevations, and layout can be reliably used for design coordination and construction.
j. Planting Plan and Installation Specifications: Species lists, seed mix composition, and installation specifications associated with the anticipated habitats to develop onsite following construction.
k. Proposed reclaimed water connection to the existing reclaimed water main, new proposed non-potable water line, and discharge outfall into Peace Creek Drainage canal.

2. **Construction Cost Estimate**: Construction quantities from the pre-permit design engineering drawings will be extracted to prepare a draft construction cost for the wetland restoration. SERVICE PROVIDER's construction contractor will develop cost estimates.

SERVICE PROVIDER will meet with the CITY periodically to discuss the Pre-Permit Design. SERVICE PROVIDER will present the Pre-Permit Design to the CITY as well as attend one public workshop.

Prior to the meeting, SERVICE PROVIDER shall provide CITY with presentation materials that include an updated executive-level overview of objectives, project issues, and resolutions.

SERVICE PROVIDER will address questions and comments resulting from CITY review, presentation, and meeting discussions. Written responses to CITY questions and comments, along with revised pre-permit design and construction cost, will be resubmitted to CITY. CITY will verify that questions and comments have been adequately addressed prior to permit submittals.

Task 5.A Deliverables:

- Digital copy of the Pre-Permit Design Drawings and Draft Specifications
- Digital copy of Pre-Permit Cost Estimate
- Digital copy of Pre-Permit Design presentation

Task 5.A.1 - NWS, SWS, and Reclaimed Water Connection Event-Based Model

The SERVICE PROVIDER will develop an event-based hydrologic and hydraulic model utilizing StormWise to support project design, evaluate water quality performance, and demonstrate compliance with applicable permitting requirements, including ERP Applicant's Handbook water quality criteria. The model will simulate site-specific conditions under design storm events and will be used to evaluate system performance, including runoff, storage, treatment, discharge characteristics, and the project's ability to satisfy required water quality treatment standards for the proposed discharge and drainage basin conditions.

Model development will include the incorporation of available topographic, geotechnical, land use, and hydraulic infrastructure data, as well as appropriate assumptions consistent with regulatory criteria. The SERVICE PROVIDER will calibrate and refine the model as necessary to support permit submittals, document all input parameters, methodologies, and water quality assumptions, and prepare model results suitable for inclusion in permitting packages and agency review, including documentation demonstrating compliance with applicable Environmental Resource Permit (ERP) Applicant's Handbook water quality requirements.

Task 5.A.1 Deliverables:

- Model report and model to be used for Permit Applications

Task 5.A.2 – NWS, SWS, and Reclaimed Water Connection – Pre-Permit Continuous Simulation modeling (with optional WUP and MFL permit)

SERVICE PROVIDER will develop continuous simulation model(s) for the Project. The continuous simulation model will either be HEC-RAS or MIKE-SHE. This model will be used to guide design development and evaluate the anticipated benefits of the Project. Continuous simulation of hydrologic and hydraulic conditions across the site will allow SERVICE PROVIDER and the CITY to evaluate how proposed design features perform under varying seasonal, climatic, fluctuating lake stages, wetland storage conditions, recharge capacity, groundwater responses, and reclaimed water supplementation needs. The modeling effort will support refinement of grading,

conveyance features, grading modifications, control structures, recharge components, and wetland configurations to optimize hydrologic connectivity, water management, floodplain interaction, and aquifer recharge performance throughout the Project area.

A goal of the CITY is for the Project to provide continual recharge to the Upper Floridan Aquifer (UFA) to help offset requested future withdrawals in the UFA and Lower Floridan Aquifer (LFA). SERVICE PROVIDER will use the integrated model described above (or similar) to simulate wetland infiltration and UFA recharge rates via managed aquifer recharge well. Infiltration and recharge rates will be developed in a fashion and on a time scale that can be incorporated into the CITY's groundwater modeling effort using East Central Florida Transient Expanded Version 2 (ECFTX2; or similar) to support the CITY's Water Use Permit (WUP) for public water supply. The timestep and timeframe of model simulations to develop necessary wetland infiltration and UFA recharge rates will be determined based on discussions with the CITY and their groundwater modeling team. Model development is anticipated to include two rounds of revisions to address CITY comments.

The SWFWMD is responsible for WUPs and Minimum Flows and Levels (MFLs). SERVICE PROVIDER believes that the Project will not require either a WUP or MFL. A WUP is not anticipated to be required because the diverted surface water is expected to remain within and be returned to waters of the State through wetland discharge, shallow groundwater infiltration, and recharge to the UFA, rather than being consumed or permanently removed from the hydrologic system. Similarly, the Project is not expected to require detailed MFL modeling because it is not anticipated to result in a measurable reduction of flows or levels at the SR 60 Bartow compliance point. The Project maintains the existing downstream control elevation, which allows flows to be redistributed through the wetlands and floodplain without affecting the low flow condition.

However, since the SWFWMD has not been engaged, SERVICE PROVIDER has developed an additional optional scope that will only be executed if the SWFWMD determines a WUP and/or MFL modeling is required. This scope is described below.

OPTIONAL MODEL REQUIREMENTS:
To help achieve a WUP (if required) and prove no adverse impacts to the MFL, SERVICE PROVIDER will conduct the following modeling-related tasks for the Project.

For individual WUP permitting, SERVICE PROVIDER will evaluate the impacts of Project recharge to the UFA using the ECFTX2, or similar. The results of the ECFTX2 model will be used to update the Upper Peace River HEC-RAS model or MIKE-SHE model. Models will be calibrated and validated at levels required to achieve the WUP and/or MFL compliance.

SERVICE PROVIDER will incorporate the Project's wetland and recharge systems and results of the integrated modeling into the HEC-RAS model for the Upper Peace River that was updated as part of the reevaluation of the Upper Peace River MFLs. This may be necessary when evaluating

Project impacts at the Bartow station, where the proposed 0% reduction in flow applies under low-flow conditions. In conjunction with MFL compliance, this modeling effort will also help determine if reclaimed water will be required as part of the Project's wetland water supply.

SERVICE PROVIDER will refine the Peace River Integrated Modeling Project Version 2 model (PRIM2) to include the Project, including the operation parameters. PRIM2 serves as a regional screening and boundary-condition tool to evaluate how proposed diversions, recharge, and wetland interactions may influence flow regimes and compliance points. Output from the PRIM2 model will be used to develop boundary conditions and input assumptions that will be incorporated into the MIKE-SHE or HEC-RAS models to help evaluate Project impacts on Upper Peace River MFLs, if required or applicable.

Task 5.A.2 Deliverables

- Model files in native format and GIS files of model results.
- Complete modeling technical memorandum with modeling documentation.
- Model files in native format.
- GIS files of model results that will include GIS features in the coordinate system of the CITY's groundwater model (anticipated to be ECFTX2):
    - Polygon feature class (i.e., shapefile) of the Project's wetland system with infiltration information in the attribute table in a format that will allow for import into the CITY's groundwater model.
    - Point feature class (i.e., shapefile) of the Project's UFA recharge well(s) with well construction and UFA recharge information in the attribute table in a format that will allow for import into the CITY's groundwater model.
- Brief technical memorandum with modeling documentation and discussion of predicted wetland infiltration and UFA recharge rates.

Task 5.B - NWS, SWS, and Reclaimed Water Connection Permitting

SERVICE PROVIDER shall prepare applications for state and federal permits required for the construction of the wetland systems, surface water conveyances, and reclaimed water connections. Each permit application will be submitted to the CITY for review and approval. Following approval, SERVICE PROVIDER will submit such permit application(s) on behalf of CITY to the appropriate regulatory authority(ies). Applications will be completed for the following:

- U.S. Army Corps of Engineers (USACE) Clean Water Act (CWA) Section 404 Nationwide Permit
- U.S. Fish & Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) Protected Species Coordination

- Southwest Florida Water Management District (SWFWMD) or FDEP Environmental Resource Permit (ERP)
- SWFWMD WUP (if applicable)
- SWFWMD Right of Way Permit (ROWP; if applicable)
- Polk County Right of Way Permit (if applicable)
- City of Winter Haven Right of Way (if applicable)
- Florida Department of Transportation (if applicable)

SERVICE PROVIDER will provide all documentation necessary to support permit issuance from all permitting agencies. This includes any applicable plans described in the SWFWMD ERP Applicant's Handbooks. This includes development of a draft Operation Plan, a draft Maintenance Plan, and supporting cost estimates.

The draft Operation Plan will describe the intended operation of the system under both normal and varying hydrologic conditions. This will include operational objectives, flow management procedures, performance of control structures, discharge pathways, and defined triggers for system adjustments during storm events or other changing site conditions.

The draft Maintenance Plan will be prepared in accordance with SWFWMD ERP requirements and will define the long-term maintenance strategy for the project. This will include inspection frequency, routine and corrective maintenance activities, vegetation management requirements, sediment management (if applicable), structural maintenance needs, and measures to ensure long-term performance of both stormwater and wetland system components.

Fees for each permit shall be paid by SERVICE PROVIDER on behalf of CITY and reimbursed by CITY promptly upon request. Permit Fees are not applicable for SERVICE PROVIDER markup.

SERVICE PROVIDER shall accommodate CITY staff's schedule when setting permit meetings with regulatory authorities and shall be required to receive CITY's concurrence prior to scheduling a meeting. SERVICE PROVIDER shall invite CITY to all pre- and post-application permitting meetings with regulatory authorities having jurisdiction over the respective permit.

Assumptions 5.B:

- USACE will allow use of a CWA Section 404 Nationwide Permit for the project; if an individual permit is required, SERVICE PROVIDER will provide a revised scope and cost.
- This Task does not include the preparation of responses to any Request for Additional Information (RAI) from the agencies. That is included as an optional task (Task 5.B.1 below) as requested by the CITY.
- This Task does not include protected species surveys. Protected species surveys were completed under Task 3.

Task 5.B Deliverables:

- Digital copies of meeting minutes within 2 weeks of each meeting with regulatory staff
- Digital copies of permit applications and supporting documentation for submittals to the regulatory authorities

Task 5.B.1 - NWS, SWS, and Reclaimed Water Connection Permitting RAI Response

SERVICE PROVIDER shall provide permitting services following the initial application submittal. These services will include coordination with regulatory authorities and preparation of responses to RAIs. City shall reserve the right to review all RAI responses and provide comment before they are submitted.

Task 5.B.1 Deliverables:

- Digital copies of RAIs received from regulatory authorities and SERVICE PROVIDER's responses
- Digital copies of permits and authorizations received from regulatory authorities

Task 5.C – Aquifer Recharge Well Infrastructure and Civil Design – Pre-Permit Design

SERVICE PROVIDER will provide all civil engineering services, including surface water intake with a wet well, packaged water treatment plant, and injection well equipment design.

Site Civil Engineering

SERVICE PROVIDER will provide site civil engineering services to support the implementation of the proposed treatment components. Services will include the following elements:

- Site Layout and Civil Coordination
    - Development of overall site layout plans for all treatment components
    - Coordination of site civil elements with treatment process requirements and operational constraints
    - Site access and integration with other city-owned assets
- Grading and Drainage
    - Site grading design to support treatment facilities, access, and drainage objectives related to the treatment components
- Erosion and Sedimentation Control
    - Preparation of erosion and sedimentation control (ESC) plans for construction activities associated with the treatment system
    - Temporary controls, including silt fence, inlet protection, stabilized construction entrances, and sediment traps
    - Coordination of ESC measures with local, state, and permitting requirements
- Construction and Maintenance Site Access
    - Design of temporary construction, access drives and haul routes

    - Design of permanent access drives for long-term operations and maintenance of treatment components
- Security and Site Controls
    - SERVICE PROVIDER will coordinate with the CITY to determine required civil design for site security features to control access to treatment components. Anticipated components including fencing, gates, and controlled access points to the treatment components.
    - Integration of security elements with site grading, drainage, and access drives
- Construction Staging
    - Identification and layout of construction staging areas
    - Coordination of staging locations with site constraints, treatment infrastructure, and access requirements
    - Consideration of temporary facilities and staging areas, such as laydown areas, equipment access, and material storage
- Utilities and Site Infrastructure
    - Civil coordination of proposed and existing utilities serving treatment components
    - Relocation or protection considerations where site civil improvements conflict with existing utilities
    - Support for utility corridors and access paths
- Site Restoration
    - Site restoration design following construction activities

Surface Water Intake & Raw Water Pumps with Wet Well

SERVICE PROVIDER will lead the design of the intake structure and raw water pumps supporting the withdrawal of water from the wetland. The intake structure needs to divert surface water without impairing lake operations or the MFL compliance, and protect downstream water quality and aquatic ecology while delivering a consistent water supply to the proposed Managed Aquifer Recharge Well Water Treatment Plant (WTP). SERVICE PROVIDER will coordinate with CITY consultant responsible for the wellhead design to ensure wellhead components are aligned with Managed Aquifer Recharge Well WTP. Several considerations will be reviewed and developed by the SERVICE PROVIDER, they include the following:

- Design
    - Evaluate and recommend screened intake configuration (shoreline, channel, or structure-mounted) and proceed with 60% design details. Shoreline protection structures are not assumed or included at the 60% design phase
    - Intake capacity sizing (normal, peak, and bypass conditions)
    - Automatic bar screens at intake (approach velocity, headloss) (if required)
    - Pump station and wet well. Pumps are anticipated to be submersible or vertical turbine type.

    - Piping layout to/from pump station, materials, and pressure classes
    - Isolation, bypass, and emergency shutdown features
    - Address debris, aquatic vegetation, and sediment management
    - Coordination with the CITY on their equipment manufacturer preferences will happen through the design process
- Structural Design
    - Conceptual structural design (concrete, steel, or hybrid systems)
    - Foundation considerations based on readily available geotechnical data; foundation design shall be provided and confirmed subsequent to 60% design deliverable
    - Crane/loading needs and maintenance provisions, as applicable
- Mechanical, Electrical and Controls
    - Plumbing and washdown requirements for screens
    - Intake pump motor sizing and power requirements
    - Preliminary electrical one-line diagram
    - SCADA interface philosophy and telemetry needs
    - Lighting requirements

Packaged WTP

SERVICE PROVIDER will develop a packaged WTP that aligns with the concepts described in the Technical Suitability Report (TSR). SERVICE PROVIDER will develop the 60% design for a packaged water treatment plant utilizing the "Standard Recharge Treatment" approach identified in the TSR, excluding PFAS treatment at this stage. The treatment system design will include screening and solids removal; filtration for turbidity and suspended-solids reduction; pathogen disinfection; chemical feed systems for disinfection and pH adjustment; dissolved-oxygen reduction/deoxygenation; and residuals handling. Process development will also include process flow diagrams, hydraulic profiling from intake through injection, and coordination of preferred equipment manufacturers with the CITY.

60% design will include packaged system sizing and layout development, schematic plans and elevations, equipment redundancy concepts, maintenance access considerations, conceptual structural and canopy design, and preliminary electrical, instrumentation, and controls integration. Operational concepts will include variable-rate pumping, bypass provisions, and integration with CITY monitoring and control systems, and coordination with wellhead Engineer of Record, which has been contracted to a separate Consultant.

Potential future PFAS treatment requirements, if warranted by source water characterization, will be identified for future design consideration and may include additional pretreatment and PFAS-specific treatment processes.

Injection Well Equipment Design

SERVICE PROVIDER will develop the 60% design for the treated water injection pumping system, conveying water from the packaged WTP to the injection wellhead provided by others. The design will include centrifugal high-service pumps, associated conveyance piping, and a limited buffer tank, if required, to accommodate operational flow variability between the treatment system and injection well.

The injection system design will incorporate flow control and isolation components consistent with the TSR, including electrically actuated and manual butterfly valves, flow metering, and pressure monitoring instrumentation. The design will also incorporate considerations for future mechanical integrity testing and operational monitoring requirements associated with aquifer recharge operations. This shall be coordinated with the EOR designing the wellhead.

Task 5.C Deliverables:

- Basis of Design Report (30% Design) and 60% Engineering Design Submittals
  - Design-basis criteria for intake, conveyance, treatment, and injection pumping systems
  - Documentation of assumptions and exclusions applicable for the 60% design level
- Engineering Drawings (Plan Sheets)
  - Site civil plans (including site layout, grading, access, E&S, restoration, and security)
  - Intake structure, conveyance piping, and water treatment system (civil, architectural, structural, process, mechanical, and electrical/controls)
  - Injection pumping system and force main piping
  - Specifications will focus on the technical items associated with the design elements included in this process
- Outline Technical Specifications
  - Draft outline specifications suitable for design-build process, identifying performance-based requirements and items to be finalized in later design phases
- Design Review Submittals
  - 30% Design Submittal for CITY review
  - 60% Design Submittal for CITY review, incorporating responses to 30% comments
  - Final 60% Design Package
  - Consolidated 60% plan set and supporting documentation suitable for design-build advancement and anticipated funding discussions
  - The 60% design shall be suitable for regulatory review, cost refinement, and confirmation of project feasibility prior to advancing to final design authorization

Task 5.D – Landscape Architecture 3D Renderings

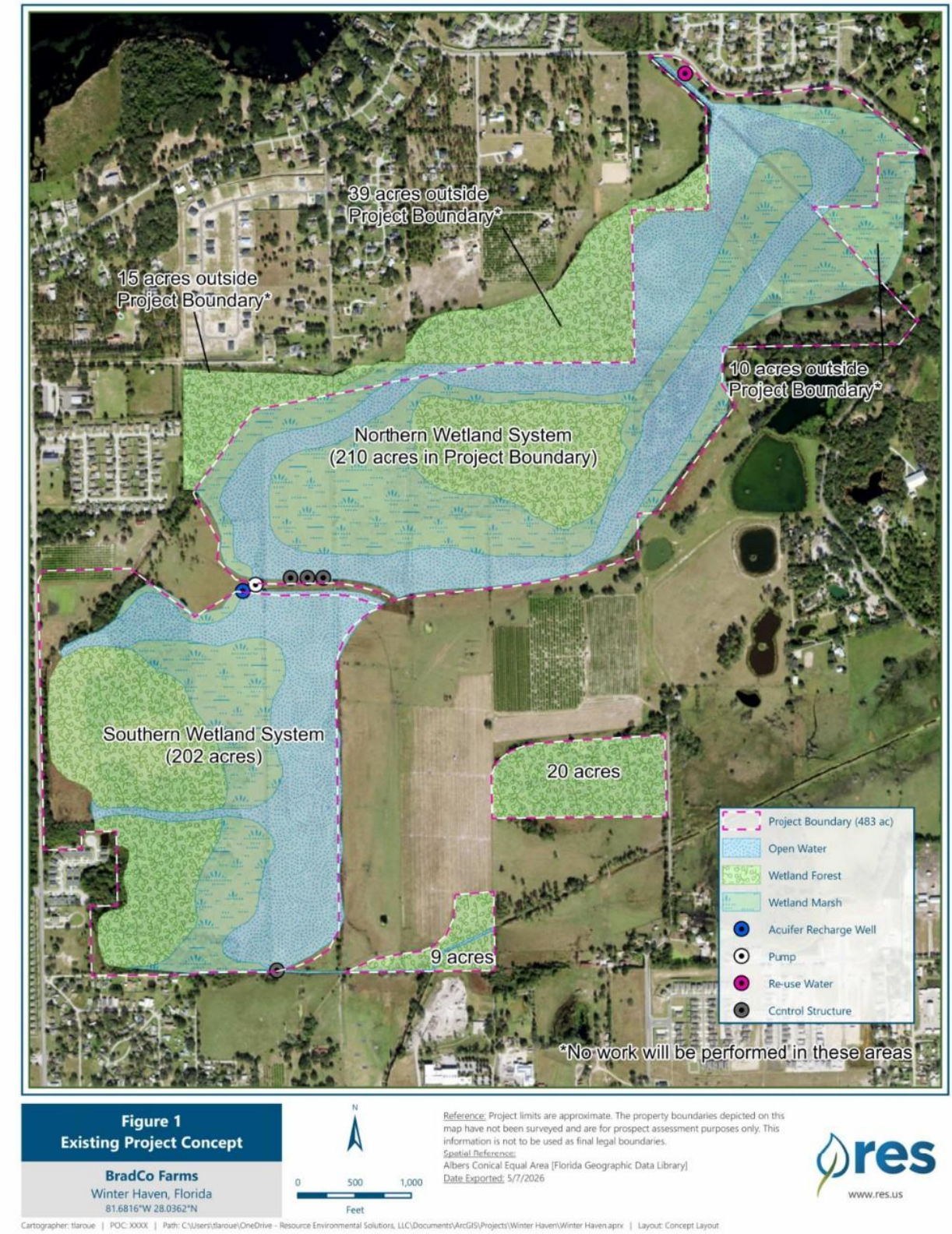
SERVICE PROVIDER shall prepare six bird's-eye style illustrative renderings depicting key areas of the Project, as identified and agreed upon in coordination with the CITY. These images will be developed based on available design information and will incorporate major site features, including proposed waterbodies, wetlands, upland areas, and any amenities or program elements requested by the CITY (e.g., trails, overlooks, educational features, or recreational components). The renderings will be intended to visually communicate the overall design intent, spatial relationships, and character of the project.

SERVICE PROVIDER will coordinate with the CITY to confirm viewpoints, level of detail, and key elements to be included in each image. One preliminary draft of the renderings will be provided for CITY review and comment, after which the SERVICE PROVIDER will refine the graphics and produce final versions incorporating minor revisions. These renderings are intended for planning, stakeholder coordination, and presentation purposes and will not represent final engineering design or construction documents.

Task 5.D Deliverables:

- Six 3D Renderings

EXHIBIT A


39 acres outside Project Boundary*
15 acres outside Project Boundary*
10 acres outside Project Boundary*
Northern Wetland System (210 acres in Project Boundary)
Southern Wetland System (202 acres)
20 acres
9 acres
Project Boundary (483 ac)
Open Water
Wetland Forest
Wetland Marsh
Acuifer Recharge Well
Pump
Re-use Water
Ccntrol Structure
*No work will be performed in these areas
Figure 1
Existing Project Concept
BradCo Farms
Winter Haven, Florida
81.6816°W 28.0362°N
N
0
500
1,000
Feet
Reference: Project limits are approximate. The property boundaries depicted on ths map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as final legal boundaries.
Spatial Reference:
Albers Conical Equal Area [Florida Geographic Data Library]
Date Exported: 5/7/2026
res
www.res.us
Cartographer: tlaroue | POC: XXXX | Path: C:\Users\tlaroue\OneDrive - Resource Environmental Solutions, LLC\Documents\ArcGIS\Projects\Winter Haven\Winter Haven.aprx | Layout: Concept Layout

34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

May 7, 2026

City of Winter Haven Water Department
401 6th Street, SW
Winter Haven, Florida 33884
Attn: Gary Hubbard, Director

RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project
Commitment of Third-Party Funding to Task 5 Design and Permitting Support
City of Winter Haven Purchase Order 2025-000000145; RES Project Number 112242

Dear Mr. Hubbard,

The City of Winter Haven (City) is moving forward with the construction of an aquifer recharge well for the East Winter Haven Aquifer Recharge and Wetlands Restoration Project (Project). The well contractor began initial well construction activities in January 2026.

At the City's request, HGS, LLC dba RES Environmental Operating Company (RES) has provided a proposal for proposed Interim Agreement Task 5 to advance the design of the wetland system and aquifer recharge system to pre-permit design, together with related permitting support, as more particularly described in the Task 5 proposal.

RES has received funding from The Coca-Cola Company for implementation of the Project. Subject to the City's approval of the Task 5 proposal and issuance of any required Purchase Order, Notice to Proceed, or other written authorization, RES will apply $500,000 of that funding as a credit against amounts otherwise payable by the City for eligible Task 5 services, consistent with the cost summary included in the Task 5 proposal.

This letter is intended only to confirm the funding credit described above and does not amend the Interim Agreement, create any separate obligation of RES or The Coca-Cola Company, or create any rights of the City under any separate agreement between RES and The Coca-Cola Company.

We sincerely appreciate the opportunity to partner with the City of Winter Haven on this historic first 'gem' of the Sapphire Necklace. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

Many thanks,

HGS, LLC



Matt Stahman, Project Principal

Angel Wynn, Project Manager

Thomas LaRoue, Engineer

CC: Ansley Tilley, City of Winter Haven

Mark Bombard, Assistant Director, City of Winter Haven Water Department

Justin Freedman, RES General Manager

Brad Mitchell, RES Counsel, The Mitchell Firm, LLC

34 East Pine Street
Orlando, FL 32801

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401
Main: 713.520.5400

May 7, 2026

City of Winter Haven Water Department
401 6th Street, SW
Winter Haven, Florida 33884
Attn: Gary Hubbard, Director

RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project
Proposal to Perform Boundary Survey, Phase 1 Environmental Site Assessments, & Land Budget Increase
City of Winter Haven Purchase Order 2025-000000145; RES Project Number 112242

Dear Mr. Hubbard,

The City of Winter Haven (City) is moving forward with the design and permitting of the wetland system that will be constructed to supply the aquifer recharge well for the East Winter Haven Aquifer Recharge and Wetlands Restoration Project (Project) with water. To expand the project footprint, RES has submitted Letters of Intent (LOI) for the acquisition of the Muncy parcels and acquisition of an easement on the King parcels. The City has requested that HGS, LLC dba RES Environmental Operating Company (RES), provide a proposal to perform boundary surveys and Phase 1 Environmental Site Assessments (ESAs) for these additional parcels.

This proposal's scope of work would be referred to as "Task 6" and, upon the City's execution of the acknowledgement below, will be treated as an additional Task to be performed under the existing Interim Agreement dated February 10, 2025. As with Task 1 of the Interim Agreement, RES proposes to conduct this scope of work on a time and materials not to exceed (NTE) basis.

Additionally, this proposal includes a budget increase of $46,314 to Task 1.A2 (Land Services) to support additional land work associated with approximately 10 additional tracts in the northwest portion of the project area **(Table 1)**.

Task 6 scope of work is attached. The following paragraphs provide discussion related to the proposed scope of work. Costs and Schedule are provided at the end of this letter in **Tables 1** and **2,** respectively.

Task 6.A Boundary Survey

A boundary survey of the additional parcels is required to establish clear property lines for the City's development of the Project. Based on the shapefile data provided by RES and illustrated in the attached Figures, the total area to be included in the boundary survey is approximately 115 acres. The survey will encompass Polk County Property Appraiser parcel IDs on the following properties: King Parcels +/- 16.5 Acres (to be adjusted following site visit with property owner), Parcel Nos. 26-28-24-000000-031070 and 26-28-24-000000-042080; and Muncy Parcels +/- 95.95 Acres, Parcel Nos. 26-28-13-000000-041040, 26-28-13-000000-041050, 26-28-13-000000-042010, and 26-28-13-000000-042070. A legal description will be included on the boundary survey document.

Task 6.B1 and B2 Phase 1 Environmental Assessment

The objective of the Phase 1 ESA is to identify, to the extent feasible, recognized environmental conditions defined as the presence or likely presence of hazardous substances or petroleum products in connection with the property. The Phase 1 ESA scope of work will consist of four components: 1) records review, 2) site reconnaissance, 3) historical land use research, including interviews with past and present owners, operators, occupants, and governmental officials, and 4) reporting. The Phase 1 ESAs will be conducted on the following properties: King Parcels +/- 16.5 Acres, Parcel Nos. 26-28-24-000000-031070 and 26-28-24-000000-042080 (Task 6.B1); and Muncy Parcels +/- 95.95 Acres, Parcel Nos. 26-28-13-000000-041040, 26-28-13-000000-041050, 26-28-13-000000-042010, and 26-28-13-000000-042070 (Task 6.B2).

City Acknowledgment

By signing below, the City acknowledges and approves the scope of work described in this Proposal as an additional Task to be performed under the Interim Agreement between the City and RES, effective February 10, 2025. RES will perform the work described in this Proposal only upon issuance of any required Purchase Order or Notice to Proceed. Except as expressly set forth in this Proposal, the Interim Agreement remains in full force and effect and controls the performance of the work described in this Proposal. In the event of any conflict between the Interim Agreement and any Purchase Order terms, the Interim Agreement will control unless the parties expressly agree otherwise in writing. Any optional task described in this Proposal will be authorized only if expressly included in the applicable Purchase Order, Notice to Proceed, or other written authorization issued by the City. The parties may later memorialize this Proposal in a formal amendment to the Interim Agreement, but the absence of that amendment will not limit payment for work authorized and performed under this Proposal and the Interim Agreement.

CITY OF WINTER HAVEN, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

TABLE 1 – PROPOSAL COSTS

Task	Costs
Task 1.A2 – Land Services Budget Increase	$46,314
Task 1.A2 Subtotal	***$46,314***
Task 6.A – Boundary Survey	$25,275
Task 6.B1 –Phase 1 ESA King Parcels	$4,350
Task 6.B2 – Phase 1 ESA Muncy Parcels	$5,450
Task 6 Subtotal	***$35,075***
Grand Total	**$81,389**

TABLE 2 – SCHEDULE

Task	Duration	End
Task 6.A – Boundary Survey	Upon Receipt NTP*	NTP + 4 weeks
Task 6.B1 – Phase 1 ESA King Parcels	Upon Receipt NTP*	NTP + 4 weeks
Task 6.B2 – Phase 1 ESA Muncy Parcels	Upon Receipt NTP*	NTP +4 weeks

*Work will begin immediately upon receipt of the NTP.

RES will begin work only as each task is authorized to proceed by the City. We sincerely appreciate the opportunity to submit this proposal to the City of Winter Haven. Should you have any questions, comments, or concerns, please do not hesitate to contact us.

Many thanks,



Matt Stahman, Project Principal
Angel Wynn, Project Manager
Thomas LaRoue, Engineer

CC: Ansley Tilley, City of Winter Haven
Mark Bombard, Assistant Director, City of Winter Haven Water Department
Justin Freedman, RES General Manager
Brad Mitchell, RES Counsel, The Mitchell Firm, LLC

Attachments:
Figures – King and Muncy Survey Plan
Task No 6 Scope of Work

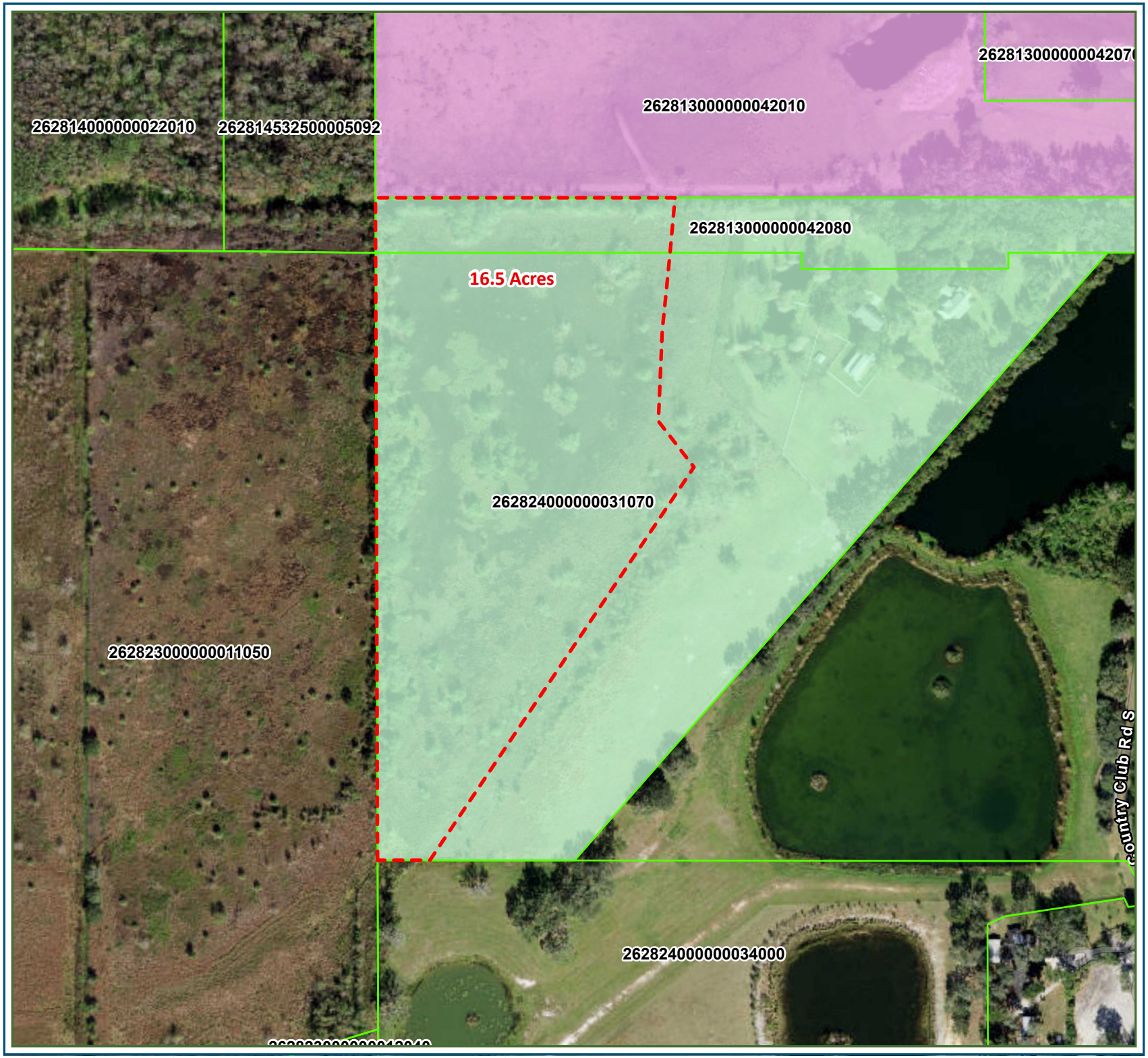


Figure 1
King and Muncy
Survey Plan

East Winter Haven Aquifer Recharge and Wetland Restoration

Polk County, Florida
81.6762°W 28.039°N

King, Nancy Davis Property Survey Boundary Plan

Parcel Boundary

Owner

KING NANCY DAVIS LIVING TRUST

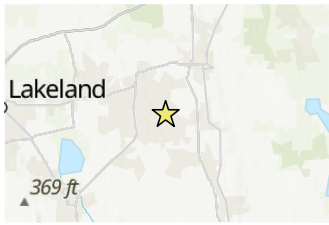
MUNCY LON J TRUST

N

0 150 300

Feet

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as final legal boundaries.
Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date: 5/7/2026
Project Number: 112242



res
www.res.us

Cartographer: jtouzel | POC: mstahman | Path: G:\Projects\FL\112242_Winter_Haven_Bradco_Farms\PRO\BradCo Farms.aprx | Layout: WinterHavenSurvey_Fig1_KingMuncyProp

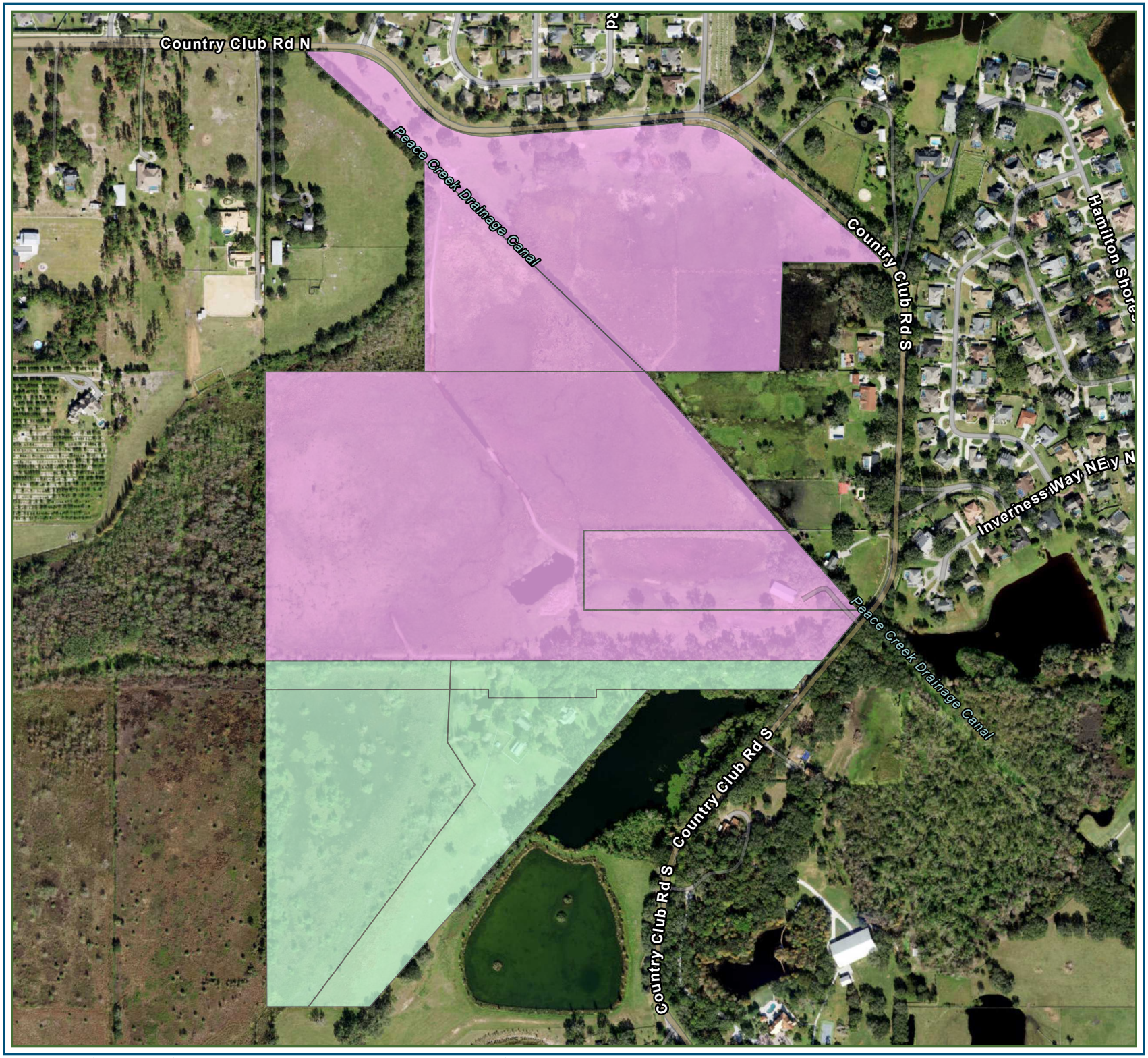


Figure 2
Kind and Muncy
Survey Plan

East Winter Haven Aquifer Recharge and Wetland Restoration

Polk County, Florida
81.6735°W 28.0425°N

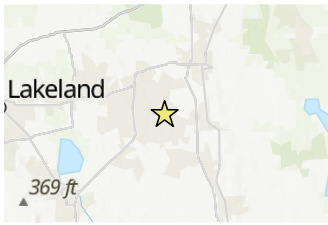
Owner

- KING NANCY DAVIS LIVING TRUST
- MUNCY LON J TRUST

N

0 250 500
Feet

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as final legal boundaries.
Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date: 3/31/2026
Project Number: 112242



res
www.res.us

Cartographer: jtouzel | POC: mstahman | Path: G:\Projects\FL\112242_Winter_Haven_Bradco_Farms\PRO\BradCo Farms.aprx | Layout: WinterHavenSurvey_Fig1_KingMuncyProp

TASK 6 – Boundary Survey and Phase 1 Environmental Site Assessments

Task 6.A – Boundary Survey
Task 6.B1 – Phase 1 ESA King Parcels
Task 6.B2 – Phase 1 ESA Muncy Parcels

Task 6.A – Boundary Survey

SERVICE PROVIDER will provide a Boundary Survey and Legal descriptions of parcel IDs:

- King Parcels +/- 16.5 Acres (to be adjusted pending site visit with landowner), Parcel Nos. 26-28-24-000000-031070 and 26-28-24-000000-042080
- Muncy Parcels+/- 95.95 Acres, Parcel Nos. 26-28-13-000000-041040, 26-28-13-000000-041050, 26-28-13-000000-042010, and 26-28-13-000000-042070.

SERVICE PROVIDER will:

- Prepare survey calculation file and field package information
- Locate and establish horizontal control
- Prepare a Boundary Survey of the Parcel IDs listed above
- Prepare a Legal Description of the project Boundary
- Prepare a Boundary Survey in accordance with the guidelines established in Chapter 5J-17.052, pursuant to Chapter 472.027 of the Florida Statues.
- PSM review and signature of Survey
- Provide 3 certified paper copies of the Survey on 24 x 36
- Provide digital electronic drawing in CAD and PDF format

Tasks 6.B1 and 6.B2 – Phase 1 Environmental Site Assessment

SERVICE PROVIDER will complete the Phase I ESA in accordance with the requirements of the ASTM Designation E-1527-21 – *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The Phase I ESA will permit the user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (landowner liability protections or LLPs). That is, the practice that constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" (42 USC §9601 (35) (B).

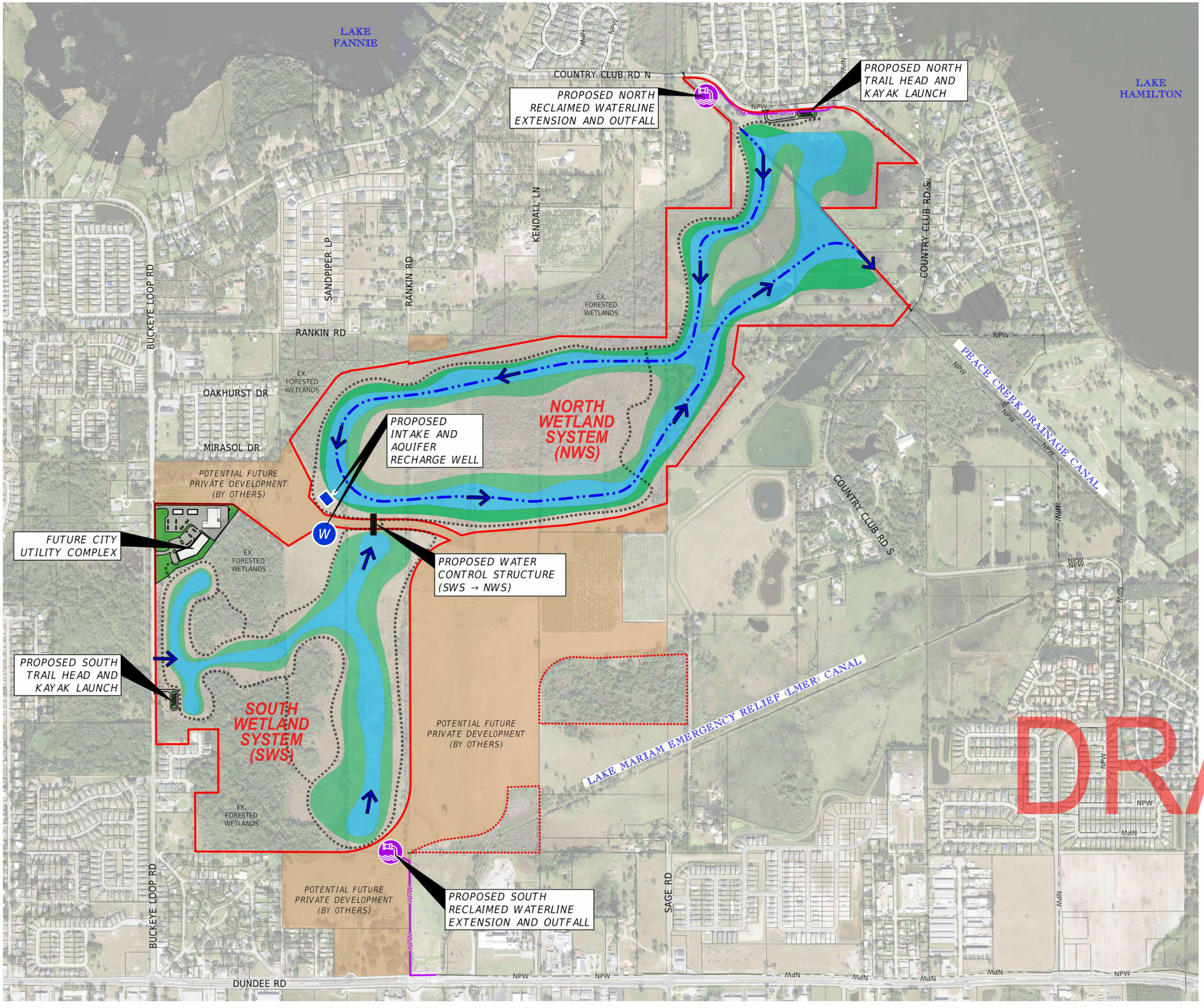
Task 6.B1 and B2 Deliverables:

- Phase I ESA report that will be provided in electronic format

Task 6.B1 and B2 Assumptions:

- SERVICE PROVIDER will be granted access to the site within 10 days of authorization to proceed;
- The Phase I site visit can be performed during normal business hours Monday-Friday

- If field, access, or other conditions beyond Montrose's control (e.g.: inclement weather) result in the need for additional time for the site visit, additional labor and travel costs will be billed on a time and materials basis.
- Agency file reviews will be conducted remotely (i.e. via web and phone). No in person visits to regulatory agency offices will be performed.
- The Phase I ESA Report will be provided in electronic format.



LEGEND (PROPOSED)

- PROJECT LIMITS
- CITY PARCEL (POTENTIAL FUTURE PROJECT)
- TRAIL
- NPW — RECLAIMED WATERLINE EXTENSION
- RECLAIMED WATERLINE OUTFALL
- W — AQUIFER RECHARGE WELL
- FLOW PATH / FLOOD ROUTE
- RESTORED DEEP EMERGENT MARSH
- RESTORED SHALLOW EMERGENT MARSH

GRAPHIC SCALE
0' 500' 1000'

HORIZONTAL DATUM = NAD '83 - 2011
VERTICAL DATUM = NAVD '88

THESE PLANS MAY HAVE BEEN REDUCED IN SIZE DURING REPRODUCTION; THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PREPARED BY:
res
HGS, LLC, A RES COMPANY
34 EAST PINE STREET
ORLANDO, FL 32801
P: 281-734-7787
WWW.RES.US

TECHNICAL SUITABILITY REPORT

WINTER HAVEN AQUIFER RECHARGE AND WETLAND RESTORATION

CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA

CONCEPTUAL PLAN

STAMP/SEAL:

DRAFT

DATE	VERSION / REVISION
--	--

PROJECT MANAGER:	MSTAHMAN
DESIGNED:	TLAROUE
DRAWN:	AVANOSTRAN
PROJECT NO:	112242
SHEET NO:	118

R:\Projects\FL\112242-Winter Haven Bradco Farms\7-Design\CAD\Exhibits\Technical Suitability Report\112242 TSR PR DESIGNMAP PLOTTED: 5/5/2026 6:28:32 AM BY: Aaron Van Ostran

DATE: May 20, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Auburndale – Polk Regional Water Cooperative Receiving Facility

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BACKGROUND

To plan and prepare for future growth and ensure future water supply needs are met, Polk County and 15 municipal governments created The Polk Regional Water Cooperative (PRWC). The City of Winter Haven will ultimately receive a total of 4.17 million gallons per day (MGD) of Alternative Water Supply (AWS) from the PRWC which includes 1.65 MGD to be distributed to the City of Auburndale and 1.0 MGD to the City of Lake Alfred. Originating from a new facility in Lake Wales and to be distributed through a 60-mile transmission main to the member governments' receiving facilities, the City's receiving facility will be located at the new Water Production Facility located on Pollard Road. The City, in partnership with PRWC, has agreed to distribute (wheel) Auburndale's allocation of AWS though the City's water transmission mains to the Auburndale Receiving Facility located on Derby Avenue, East.

To supply the AWS, the City intends on looping its current 10" transmission main on Jersey Road, NW with 1,400 feet of new transmission main and extend the transmission main to the site on Deby Avenue E., 900 feet for a total of approximately 2,300 feet of new 10-inch water transmission. Dewberry Engineers, Inc., has prepared a scope of work for the design, permitting and Construction Engineering and Inspection (CEI) services for the project. This project supports the City's ongoing Capital Improvement Program by upgrading and expanding water infrastructure to provide reliable, high-quality service to Winter Haven and neighboring communities. It is projected that the project will be ready for construction by July 2027 to meet the PRWC's timeline to receive the AWS water supply.

This project will improve the regional water system and allow water to be delivered through the City of Winter Haven to Auburndale. By using the City's existing system, PRWC member governments will avoid the cost of constructing a separate transmission main, resulting in significant savings.

Dewberry Engineers, Inc. entered into a Master Continuing Professional Consulting Agreement March 24, 2020 based on qualifications submitted through Request For Qualifications RFQ-20-01.

FINANCIAL IMPACT

Dewberry Engineers, Inc., prepared Task Order 5 for the design and permitting and CEI services for the project for a total of $129,555, funds are budgeted in Fiscal Years 2026 and 2027 in account 402-08-301-6301-UTL-2605. The City and PRWC are currently preparing a Reimbursement Agreement for the 100% reimbursement to the City for its investment in installing the AWS transmission mains on Logistics Parkway and Jersey Road/Derby Avenue.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.1 – Adopt, implement, and maintain the One Water Master Plan to ensure sufficient capacity for potable, reuse and wastewater needs.

RECOMMENDATION

Staff recommends the City Commission approve the Scope of Work to Dewberry Engineers, Inc. for the design and permitting of the AWS transmission main to Auburndale's PRWC Receiving Facility and authorize the City Manager, or his designee, to execute the Scope of Work and take any and all actions necessary thereto.

ATTACHMENTS

- AWS Transmission Main Extension, Dewberry Engineering Scope of Work
- Location Map

Dewberry

Dewberry Engineers Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803-7974

863.345.0838
www.dewberry.com

Master Continuing Professional Consulting Services Agreement per RFQ 20-*01*

Task Order 5

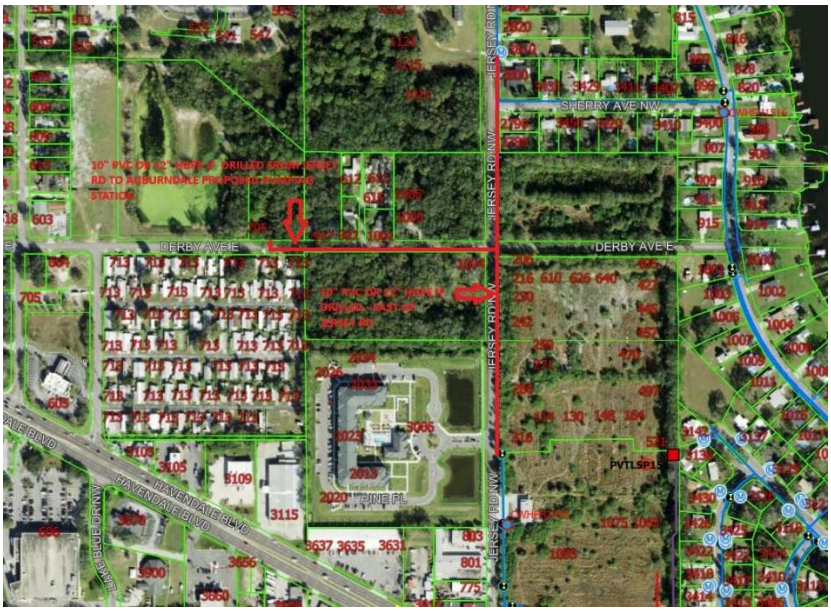
Pipe Extension to Auburndale Receiving Facility

Design and Construction Services

A. PROJECT BACKGROUND AND DESCRIPTION

Winter Haven (CITY) is seeking to install pipe to connect its potable distribution system to the proposed Auburndale Receiving Facility location as part of the delivery of water for the Polk Regional Water Cooperative (PRWC). The CITY has requested Dewberry (CONSULTANT) to provide a proposed scope of work for the design, permitting, and construction administration support services to complete the project. CONSULTANT, to coordinate with PRWC and Auburndale on the location to stop the pipe where PRWC or Auburndale will make the final connection. It is anticipated that the procurement of the contractor will be through an on-call contract. The limits of the pipe installation are described below and pictured in the following image:

> Installing a 10” water main from the existing 10” valve (GV08559) east of Jersey Road near Maple Dr, connecting to the 10” valve (GV040960) north of Sherry Road (approximately 1,450 feet). Installing approximately 850 feet of 10” water main along the south side of Derby Avenue, from east of Jersey Road to the proposed Auburndale Receiving Facility site. The pipeline will end inline with the pipe on the Receiving Facility site based on coordination with PRWC and Auburndale.



B. SCOPE OF SERVICES

Upon authorization to proceed from the CITY, the CONSULTANT will provide the following identified services.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, Project scheduling, and coordination with the CITY and CONSULTANT's subconsultants.

Task 102 – Meetings

The CONSULTANT will attend one (1) kickoff meeting with the CITY and PRWC if they choose to attend. The CONSULTANT will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three (3) working days of the date of the meeting. PRWC will be included in the sharing of the design documents and invited to the review meetings. Anticipated meetings are as follows:

1. 60% design review:
   - The CONSULTANT will prepare for and attend one design review meeting for the 60% level documents with the CITY to receive their comments. The CONSULTANT shall prepare meeting minutes for this meeting.
2. 100% design review (Bid Set):
   - The CONSULTANT will prepare for and attend one design review meeting for the 90% level documents with the CITY to receive their comments. The CONSULTANT shall prepare meeting minutes for this meeting. (Task 452).
3. Monthly progress review meetings

Phase 200 – Support Services

Task 201 – Topographic Survey

CONSULTANT shall perform a Topographic Survey of approximately two thousand three hundred (2,300) Linear Feet around the intersection of Jersey Road and Derby Avenue. This survey will be performed in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code. CONSULTANT will collect spot elevations at fifty (50) foot intervals within the site and at all grade breaks therein. Utilities will be located by above ground evidence and as detailed at manhole and structure locations within the limits of survey. Manhole and structure details will include top elevation, inverts, sizes, material and direction when accessible. CONSULTANT will provide final drawings that reflect one (1) foot contours, and the location of approximately ten (10) utility locations as found in Task 202 of this proposal. This survey will be prepared in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code. Deliverables to include certified survey in PDF and AutoCAD formats. Hard copies will be available upon request.

Task 202 – Subsurface Utility Engineering

CONSULTANT will coordinate with the City on the locations and then perform Subsurface Utility Engineering (SUE) investigation within the limits of the project of approximately ten (10) utility locations using the methods and procedures outlined below.

Per Florida Statutes, CONSULTANT will place a Sunshine One Call request to have the subsurface utilities marked on the ground by the subsurface utility owner or their representatives. During the call CONSULTANT will provide the project limits and other important information necessary for the response to this call. CONSULTANT will also coordinate with the utility representatives, in the field, to clarify the project limits and our scope of work. Once this has been accomplished, and in compliance with the two (2) business day waiting period, CONSULTANT will begin SUE activity.

CONSULTANT will then verify the subsurface utility markings made by the utility company representatives using the American Society of Civil Engineers (ASCE) “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”.

SUE Quality Level “B”

Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.

Through the use of electronic radio wave measuring devices, we will verify and expand on the markings made as a result of the Sunshine One Call made for this project. This investigative tool is applicable to conductive, “toneable” subsurface utilities only. We are unable to designate subsurface utilities such as Polyvinylchloride (PVC) pipe. We will attempt to identify non-conductive subsurface utilities through direct non-invasive subsurface utility vacuum excavation. No guarantee can be made that all subsurface utilities will be identified within the project limits. The resulting information will then be surveyed using the project survey control and performed to the Standards of Practice as set forth in Florida Statutes 61G17-6.

SUE Quality Level “A”

Precise horizontal and vertical location of subsurface utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at the specific point at which the test holes are made.

CONSULTANT will then attempt to obtain from the exposed utility the size, type and measurement down to the subsurface utility. Minimally intrusive soft vacuum excavation equipment will be used to reduce the potential for subsurface utility damage. No guarantee can be made that all subsurface utilities will be identified within the project limits. The resulting information will then be surveyed using the project survey control and performed to the Standards of Practice as set forth in Florida Statutes 61G17-6 and added to the Topographic Survey.

Task 203 – Geotechnical Exploration

CONSULTANT will subcontract with a geotechnical firm to execute a program of subsurface investigation to determine the soil conditions along the pipe route. Field work will include sampling and field testing consisting of three (3) Standard Penetration Test (SPT) Borings to a depth of 12 feet below the ground surface along the pipeline alignment. The SPT soil sampling will be performed in accordance with the American Society for Testing and Materials (ASTM) test designation D-1586. The geotechnical investigation will also include:

- Measure Groundwater Table (GWT) levels.
- Classify and stratify the soil samples encountered in accordance with the American Association of State Highway Transportation Officials (AASHTO) Soil Classification System.
- Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties. It is anticipated that the following tests will be performed.
    - Single Sieve Grain Size Analysis Tests

- Atterberg Limits Tests
- Organic Content Tests
- Natural Moisture Content Tests

At the conclusion of the field and laboratory work, the Consultant will prepare a geotechnical report that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered and geotechnical recommendations.

PHASE 400 – DESIGN SERVICES

Task 401 – Preliminary Design

CONSULTANT will conduct data collection to be used in a field review of the route to determine with the CITY the side of the road and installation method (open cut vs trenchless) along the pipe route. Utility coordination information obtained by the CONSULTANT and the CITY will be used to inform the decision on the pipe alignment and installation. If any utility conflicts are identified requiring additional investigation they will be communicated immediately during design development. Additional data collecting will include requests for as-builts. All of the information obtained will be used in the design drawings.

Task 402 – 60% Design Documents

CONSULTANT will prepare and submit 60% design documents, consisting of the following:

1. Design drawings consisting of drawings to scale in pdf format.

2. Technical specifications in PDF format. CONSULTANT will rely upon the CITY's Technical Standards Manual for the technical specifications for the project but anticipates providing supplemental specifications to be used in addition to the manual.

3. One (1) copy of a preliminary engineer's opinion of probable construction cost (EOPCC).

The 60% drawings will identify and quantify the area of all permanent and temporary easements that will be required to support construction, operation and maintenance of the improvements. Additionally, CONSULTANT shall clearly list any variations from the CITY's standards and the rationale for each variation. If an easement is needed, the City will have their surveyor prepare a sketch and legal description.

CONSULTANT will attend a 60% design review meeting to receive comments on the 60% submittal for incorporation into the 90% design submittal.

Task 403 – 90% Design Documents

CONSULTANT will prepare and submit 90% design documents, consisting of the following:

1. One (1) copy of a tabular summary of CONSULTANT's responses to comments provided by the CITY for the 60% design submittal.

2. Design drawings in pdf format.

3. Technical specifications in pdf format. CONSULTANT will rely upon the CITY's Technical Standards Manual for the technical specifications for the project but anticipates providing supplemental specifications to be used in addition to the manual. The project specifications will be checked for compliance with PRWC pipeline standards.

4. One (1) copy of a EOPCC. If the EOPCC varies by more than 25% from the 60% design EOPCC, CONSULTANT shall provide the rationale for the difference in cost.

CONSULTANT shall clearly list any variations from the CITY's technical standards and documentation that the variations have been accepted by the CITY.

CONSULTANT will attend a 90% design review meeting to receive comments on the submittal for incorporation into the 100% submittal.

Task 404 – 100% Design Documents

CONSULTANT will prepare and submit 100% design documents, consisting of the following:

5. One (1) copy of a tabular summary of CONSULTANT's responses to comments provided by the CITY for the 90% design submittal.

6. Design drawings in pdf format.

7. Technical specifications in pdf format. CONSULTANT will rely upon the CITY's Technical Standards Manual for the technical specifications for the project but anticipates providing supplemental specifications to be used in addition to the manual. The project specifications will be checked for compliance with PRWC pipeline standards.

8. One (1) copy of a EOPCC. If the EOPCC varies by more than 25% from the 90% design EOPCC, CONSULTANT shall provide the rationale for the difference in cost.

CONSULTANT shall clearly list any variations from the CITY's technical standards and documentation that the variations have been accepted by the CITY.

PHASE 500 – PERMITTING SERVICES

Task 501 – Permitting Services

CONSULTANT will prepare, assemble, and submit application packages upon completion of the 60% design for the permits listed below. These packages will include application forms, narratives, plans, exhibits and other supporting documentation. CONSULTANT will coordinate with the CITY to obtain documentation required as part of these permit applications, particularly, ownership documentation, and other such information.

- FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs (62-555.900(7)Alternate
- Polk County (Right-of-Way Permit)

Please be aware that this project will require compliance under the National Pollutant Discharge Elimination System (NPDES) program as administered by the FDEP. This task does not include the preparation of a Stormwater Pollution Prevention Plan (SWPPP) or filing a Notice of Intent (NOI) for site coverage under the NPDES program. These will be completed by the contractor.

Application and permitting fees for the various agencies have not been accounted for in this work and are assumed to be the responsibility of the CITY. Tasks included in this scope assume that no wetlands are present on sites being impacted.

PHASE 600 – BID PHASE SERVICES

The CITY will procure the work by advertising for construction bid. CONSULTANT will prepare a unit price bid sheet to be used in the procurement. The CONSULTANT's services under this phase will be limited. Some effort is estimated for this phase to support answering questions if they arise during the bidding process. The schedule assumes 60 days for the bid period to obtain pricing from the contractor and to get the approval for construction from the City Council. CONSULTANT shall prepare bid addenda as required to address/respond to questions and comments submitted to the CITY by prospective bidders. For purposes of this proposal it is assumed no more than two (2) addenda will be required. CONSULTANT will have a goal of providing responses to the CITY within a week of receiving bidder questions.

PHASE 700 – CONSTRUCTION ADMINISTRATION SERVICES

These services will be performed during construction of the Project. For the purpose of this SCOPE OF WORK, it is assumed that the duration from the Notice to Proceed to Substantial Completion will occur within 125 days and the Final Completion within 30 days after Substantial Completion for a total construction duration of 155 days.

Task 701 – Pre-Construction Meeting

CONSULTANT shall attend one (1) pre-construction meeting and prepare a meeting agenda and meeting summary.

Task 702 – Preliminary Matters and Contract Documents

CONSULTANT shall provide three (3) signed and sealed full-size set of conformed construction drawings (plus one electronic copy, in pdf format, of conformed construction drawings) and technical specifications (one (1) electronic copy, in pdf format) for distribution to the CITY. CONSULTANT shall provide the contractor the required number of signed and sealed documents in accordance with the bid documents. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

Task 703 – Shop Drawing Review

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. CONSULTANT shall conduct up to twenty (20) reviews of shop drawing, including of initial and re-reviews.

Task 704 – Construction Progress Meetings

Attend three (3) construction progress meetings and prepare a meeting agenda and meeting summary (unless meeting agenda/minutes are included in contractor's scope). Meetings are anticipated to be approximately once a month during construction.

Task 705 – Construction Site Visits

CONSULTANT's Engineer of Record (EOR), or designated representative, will visit the site at intervals deemed appropriate by CONSULTANT to review the construction of the Project for general conformance with Contract Documents. For purposes of this scope of services, it is assumed that no more than four total visits will be made during the active construction period.

Task 706 – Applications for Payment

CONSULTANT will review Applications for Payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the CITY a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. CONSULTANT's recommendation of payment will constitute a representation by CONSULTANT to the CITY that:

1. The work has progressed to the point indicated;
2. The quality of the work, as observed by CONSULTANT and/or reported to CONSULTANT by the CITY staff in direct observation of the work, is generally in accordance with the Contract Documents; and
3. The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on CONSULTANT'S site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, CONSULTANT will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. CONSULTANT shall submit the contractor's Application for Payment to the CITY within five (5) working days of receipt of the same. CONSULTANT will review up to four (4) pay applications.

Task 707 – Requests for Information (RFIs)
Review RFIs submitted by the contractor and provide written responses to the contractor. CONSULTANT shall maintain an RFI log for the Project. It is anticipated that CONSULTANT will review up to five (5) RFI's.

Task 708 – Change Orders/Contingency Releases

CONSULTANT will review requests from the contractor for changes in Contract Price or Contract Time and provide written comments to the contractor and the CITY. If acceptable, CONSULTANT will prepare a written Change Order to be signed by CONSULTANT and the contractor and submitted to the CITY for approval. This task includes the review of contingency releases. CONSULTANT shall review up to two (2) change orders or contingency release.

Task 709 – Substantial Completion

Upon written notification and receipt of a list of items to be completed/corrected from the contractor, CONSULTANT will visit the site to determine if the work or a designated portion thereof is substantially complete. When the work (or a portion thereof) is deemed to be substantially complete, CONSULTANT will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed/corrected.

Task 710 – Project Close-Out

Upon written notification from the contractor that the entire work is complete, CONSULTANT will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, CONSULTANT assumes that one (1) final completion site visit will be required. When the work is deemed to be complete by CONSULTANT and the CITY, CONSULTANT will review the contractor's final Application for Payment and accompanying documentation and provide a written recommendation of payment to the CITY. CONSULTANT will also give written notice to the CITY and the contractor that the work is acceptable subject to the provisions of the CITY'S General Conditions.

CONSULTANT will review contractor's as-built drawings for completeness and compliance with CITY requirements. This effort shall include the preparation of written comments for submission to the contractor based on CONSULTANT's review of the as-built drawings. CONSULTANT will prepare record drawings based on the contractor's as-built data. One (1) complete 22" x 34" set of draft record drawings shall be submitted for review by the CITY. CONSULTANT will incorporate all comments from the draft review, then submit signed and sealed electronic sets (PDF and AutoCAD) and one (1) signed and sealed 22" x 34" hard copy set of the record drawings to the CITY within 30 days of the receipt of the contractor's final as-built drawings and comments from the CITY.

CONSULTANT shall prepare and submit a "Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation" (Form 62-555.900(9) to the Health Department for each non-contiguous portion of the Project. For the purpose of this task, CONSULTANT assumes that one clearance request will be desired by the Contractor.

PHASE 800 – RESIDENT PROJECT REPRESENTATIVE SERVICES (NOT INCLUDED)

DELIVERABLES

CONSULTANT shall prepare and submit to the CITY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE	BUDGET
101-102	Project Management	Meeting Minutes	$7,408
201-202	Topographic, and SUE Survey	Drawings, consisting of one (1) full-size signed and sealed topographic survey and an electronically signed and sealed copy	$44,462
203	Geotechnical Exploration	Geotechnical Report	$10,766
401	Preliminary Design	As-builts of existing utilities, utility markups, GIS maps.	$4,714
402-404	Final Design Documents (60%, 90%, 100%)	Drawings, consisting of one (1) full-size set, three (3) half-sized sets of drawings to scale; three bound copies of technical specifications; an EOPCC; and all of the above in electronic (PDF) format.	$19,050
501	Permitting	Permit applications and supporting documentation	$4,054
601	Bid Documents/Bid Addenda	One signed and sealed set of plans and specifications, schedule of values, scope of work, supplementary conditions, EOPCC. Addenda to respond to questions from prospective bidders up to a maximum of two (2).	$2,456
701	Pre-Construction Meeting	Prepare agenda and attend one (1) pre-construction meeting and issue meeting minutes following meeting.	$1,896
702	Preliminary Matters & Contract Docs	Provide one (1) signed and sealed set of conformed construction drawings and technical specifications; provide one (1) set of documents in electronic format.	$2,456

703	Shop Drawing Review	Review contractor's shop drawings for general conformance with contract documents.	$7,930
704	Construction Progress Meetings.	Prepare for and attend three (3) construction progress meetings.	$3,302
705	Construction Site Visits	Prepare for and attend four (4) construction site visits.	$4,642
706	Applications for Payment	Review up to four (4) pay applications for work completeness.	$2,494
707	RFI	Review up to five (5) RFIs and provide written responses to contractor.	$2,424
708	Change Order/ Contingency Release	Review up to two (2) change order/contingency Release and provide written comments to contractor.	$4,790
709	Substantial Completion	Attend two (2) partial or substantial completion meetings and issue a Certificate of Substantial Completion as well as punch list.	$5,025
710	Project Close-Out	Attend one (1) final completion meeting; issue final record drawings; submit a "Notification of Completion of Construction" to the FDEP (FDOH).	$1,686

SCHEDULE

CONSULTANT will proceed with the services identified in this task order (TO) immediately upon receipt of an executed copy of this TO and a formal Notice-to-Proceed from the CITY. Each meeting will be scheduled with the CITY and with other assigned team members. A preliminary schedule is attached. A detailed schedule will be prepared after the NTP.

COMPENSATION

This TO establishes a not-to-exceed cost of $129,555.00 for all services described above. Compensation for the services performed under this TO shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in the AGREEMENT.

CITY'S RESPONSIBILITIES

CITY will provide the following readily available information to CONSULTANT and/or perform the following services related to the Project:

- Provide one representative to coordinate, schedule and receive comments/information related to this project.
- Coordinate with the CITY to provide record drawings for the existing pipelines within the Project Area, if available; and
- Coordinate with the CITY to provide an authorized representative for signatures for permit applications.

SERVICES NOT INCLUDED

The following services are not included in the Scope of Services for the Project:

- Easement acquisition or support services;
- Wetland mitigation; and
- Resident Project Representative Services.

ASSUMPTIONS

The Scope of Services and Compensation arrangement are based on the following assumptions:

- Pipe installation will be within right of way and no easements are anticipated for this project.
- No wetland mitigation is anticipated.
- No endangered species mitigation is anticipated.
- CONSULTANT will provide plan and profile sheets for this project.

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AUTHORIZATION

All terms and conditions of the Master Continuing Professional Consulting Agreement entered into between the parties dated March 24, 2020, shall control the provision of services under this Task Order #5.

City of Winter Haven

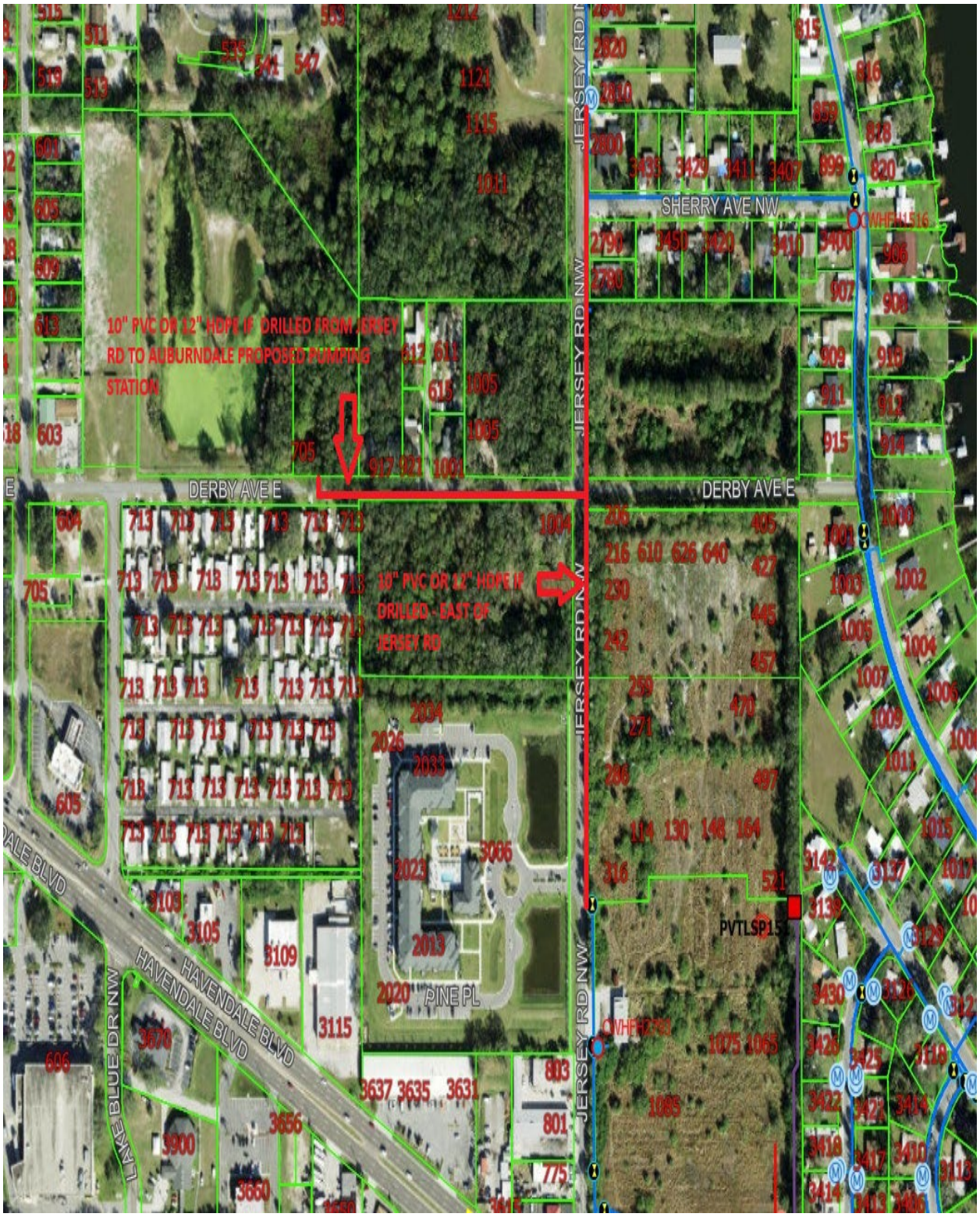
_____
Name:

Title: City Manager

Date: _____, 2026

Dewberry Engineers, Inc.

Name: Matthew O'Connor, P.E.
Title: Associate Vice President
Date: 5/20/2026



Location Map

DATE: May 27, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, P.E., Water Department Director
Mark Bombard, Water Department Assistant Director

SUBJECT: Resolution R-26-16: Acceptance of conveyance of that certain Non-exclusive Utility Easement from The Gates of Lake Region Homeowners' Association, Inc., a Florida not-for-profit corporation

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BACKGROUND

The City of Winter Haven, Florida and The Gates of Lake Region Homeowners' Association, Inc., a Florida not-for-profit corporation, entered into a Settlement Agreement which provided for among other things, the City's ability to use, travel across, and access utility easements, roadways, and common areas of The Gates of Lake Region community.

On April 29, 2026, as part of the Settlement Agreement, The Gates of Lake Region Homeowners' Association, Inc., delivered a Non-Exclusive Utility Easement to the City. The Non-Exclusive Easement was recorded on April 30, 2026, in Official Records Book 13977, Pages 2296 through 2301 of the public records of Polk County, Florida.

The proposed Resolution R-26-16 formally accepts the Non-Exclusive Utility Easement from The Gates of Lake Region Homeowners' Association, Inc.

FINANCIAL IMPACT

There is no financial impact anticipated by the passage of Resolution R-26-16.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-16 and authorize and/or ratify any actions taken or to be taken by the City Manager or his designee related to this matter.

ATTACHMENT

- Resolution R-26-16

RESOLUTION NO. R-26-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA; AFFIRMATIVELY ACCEPTING THE CONVEYANCE OF THAT CERTAIN NON-EXCLUSIVE UTILITY EASEMENT FROM THE GATES OF LAKE REGION HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, TO THE CITY OF WINTER HAVEN, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THE NON-EXCLUSIVE UTILITY EASEMENT EXECUTED BY THE GATES OF LAKE REGION HOMEOWNERS' ASSOCIATION, INC., TO THE CITY OF WINTER HAVEN, FLORIDA, AND RECORDED ON APRIL 30, 2026, IN OFFICIAL RECORDS BOOK 13977, PAGE 2296, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven, Florida and The Gates of Lake Region Homeowners' Association, Inc., a Florida not-for-profit corporation, entered into a Settlement Agreement which provided for among other things, the City's ability to use, travel across, and access utility easements, roadways and common areas in The Gates of Lake Region community in order to perform and deliver necessary municipal services; and

WHEREAS, on April 29, 2026, as part of the Settlement Agreement, The Gates of Lake Region Homeowners' Association, Inc., delivered a Non-Exclusive Utility Easement attached hereto as Exhibit "A" and incorporated herein by reference to the City of Winter Haven, Florida; and

WHEREAS, said Non-Exclusive Utility Easement was recorded on April 30, 2026, in Official Records Book 13977, Page 2296, 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 The Gates of Lake Region Homeowners' Association, Inc., the conveyance of said Non-Exclusive Utility Easement delivered and recorded on April 30, 2026, in Official Records Book 13977, Page 2296, public records of Polk County, Florida, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

2. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 8th day of June, 2026.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

EXHIBIT “A”
to Resolution R-26-16

THIS INSTRUMENT PREPARED BY:

W. A. "Drew" Crawford
Boswell & Dunlap LLP
Post Office Drawer 30
245 South Central Avenue
Bartow, Florida 33831-0030
(863) 533-7117
Office Box

INSTR # 2026102546
BK 13977 Pgs 2296-2301 PG(s)6
RECORDED 04/30/2026 09:21:00 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES $52.50
RECORDED BY shakcamp

NON-EXCLUSIVE UTILITY EASEMENT

WHEREAS, on February 27, 1995, Margaret D. Criss and Charles K. Criss executed a dedication of all roads, rights of way, and easements shown on the plat of **THE GATES OF LAKE REGION**, a partial re-subdivision of a part of Lots 1 and 2, Florida Highland Company Subdivision, located in Section 24, Township 28 South, Range 26 East, Polk County, Florida, recorded in Plat Book 100, Pages 25 and 26, Public Records of Polk County, Florida (hereinafter the “**Gates of Lake Region Plat**”) to the use of “The Gates of Lake Region Homeowners’ Association” forever; and

WHEREAS, on June 22, 1995, The Gates of Lake Region, Inc. by and through J.M. Nolan as Vice President and Secretary, Jean M. Owen, Bryan Owen, Lucille Chiles Collany, Carlos Willis, Robert L. Hedges, and Susan J. Hedges, executed a dedication of all roads, rights of way, and easements shown on the Gates of Lake Region Plat to the use of “The Gates of Lake Region Homeowners’ Association” forever; and

WHEREAS, according to the map of The Gates of Lake Region subdivision as depicted on the Gates of Lake Region Plat, recorded in Plat Book 100, Pages 25 and 26, Public Records of Polk County, Florida:

(a) Lots 1 through 7, 29 through 46, 58, and 59 of The Gates of Lake Region are subject to a platted 10.00 foot “Roadway, Drainage and Utility Easement” as measured from the adjacent property line of the public right of way known as Country Club Road (the “**Country Club Road Utility Easement**”);

(b) Lots 1 through 7, 29 through 46, 58, and 59 of The Gates of Lake Region are subject to a platted 25.00 foot “Buffer, Landscape, and Wall Easement” as measured from the adjacent property line of the public right of way known as Country Club Road (the “**Country Club Road Buffer Easement**”);

(c) Lots 1 through 28 and 35 through 110 of The Gates of Lake Region are subject to a platted 5.00 foot “Utility Easement” as measured from the adjacent property lines of the rights of way Lake Region Boulevard, Lake Region Boulevard North, Lake Region Boulevard South, and Niblick Circle (the “**Distribution Utility**

Easement");

(d) Lots 6 and 7 of The Gates of Lake Region are subject to a platted 25.00 foot "Utility Easement" lying between the Country Club Road Utility Easement and Lake Region Boulevard North (the "**Special Lots 6 and 7 Utility Easement**");

(e) Lots 7 and 8 of The Gates of Lake Region are subject to a platted 15.00 foot "Drainage Easement" lying between "Drainage Easement Tract B" and Lake Region Boulevard North (the "**Special Lots 7 and 8 Drainage Easement**");

(f) Lots 18 and 19 of The Gates of Lake Region are subject to a platted 15.00 foot "Drainage & Utility Easement" lying between Tract A of The Gates of Lake Region and Lake Region Boulevard North (the "**Special Lots 18 and 19 Utility Easement**");

(g) Lots 44 and 45 of The Gates of Lake Region are subject to a platted 15.00 foot "Utility Easement" lying between the Country Club Road Utility Easement and Lake Region Boulevard South (the "**Special Lots 44 and 45 Utility Easement**");

(h) Lots 62 and 63 of The Gates of Lake Region are subject to a platted 5.00 foot "Utility Easement" lying South of Niblick Circle (the "**Special Lots 62 and 63 Utility Easement**");

(i) Lots 81 and 82 of The Gates of Lake Region are subject to a platted 15.00 foot "Drainage & Utility Easement" lying between Tract A of The Gates of Lake Region and Niblick Circle (the "**Special Lots 81 and 82 Utility Easement**");

(j) Lots 12, 13, and 34 of The Gates of Lake Region are subject to a platted 5.00 foot "Wall & Fence Easement" generally running East from the West line of Lots 12 and 34 as projected (the "**West Wall and Fence Easement**");

(k) Lots 13 through 16 and 71 through 81, and Tract A of The Gates of Lake Region are subject to a platted 5.00 foot "Fence Easement" as measured from the West line of the same (the "**West Fence Easement**");

(l) Lots 60 through 71 of The Gates of Lake Region are subject to a platted 5.00 foot "Buffer & Wall Easement" as measured from the South line of the same (the "**South Buffer and Wall Easement**"); and

(m) Tracts A, B, C, and D of The Gates of Lake Region are, respectively: a Drainage Easement; a Drainage Easement; the Road Rights of Way Lake Region Boulevard, Lake Region Boulevard North, Lake Region Boulevard South, and Niblick Circle; and a Landscape Easement ("**Tracts A, B, C, and D**");

all of which, inclusive specifically of the Country Club Road Easement, the Country Club Buffer

Easement, the Distribution Utility Easement, the Special Lots 6 and 7 Utility Easement, the Special Lots 7 and 8 Drainage Easement, the Special Lots 18 and 19 Utility Easement, the Special Lots 44 and 45 Utility Easement, the Special Lots 62 and 63 Utility Easement, the Special Lots 81 and 82 Utility Easement, the West Wall and Fence Easement, the West Fence Easement, the South Buffer and Wall Easement, and Tracts A, B, C, and D, together with any other easement identified on the Gates of Lake Region Plat not specifically mentioned herein, are, collectively known as the "**Gates of Lake Region Homeowners' Association Owned Lands**"; and

WHEREAS, the Board of County Commissioners of Polk County, Florida approved the Gates of Lake Region Plat on July 25, 1995; and

WHEREAS, the the Gates of Lake Region Plat was presented to the Clerk of Circuit Court for recording in the Public Records of Polk County, Florida on July 27, 1995; and

WHEREAS, the City of Winter Haven, Florida provides potable water utility service and sanitary wastewater collection utility service, but not retail reclaimed water utility service (collectively, "**Water and Wastewater Service**"), to the owners of homes and lots situated in The Gates of Lake Region subdivision; and

WHEREAS, The Gates of Lake Region Homeowners' Association, Inc. operates a private reclaimed water distribution utility service ("**Private Reclaimed Water Service**") within The Gates of Lake Region subdivision to the owners of homes and lots situated in The Gates of Lake Region subdivision; and

WHEREAS, this Non-Exclusive Utility Easement is granted by The Gates of Lake Region Homeowners' Association, Inc., to the City of Winter Haven, Florida to confirm and validate the authority of the City of Winter Haven, Florida to enter upon and use the various Gates of Lake Region Homeowners' Association Easements for the provision of Water and Wastewater Utility Service to the owners of homes and lots situated in The Gates of Lake Region subdivision; **NOW, THEREFORE,**

KNOW ALL MEN BY THESE PRESENTS that **The Gates of Lake Region Homeowners' Association, Inc.**, a Florida not-for-profit corporation, whose address is Post Office Box 1182, Winter Haven, Florida 33882 (the "**Grantor**"), in exchange for the sum of Ten Dollars ($10.00) and other valuable considerations paid to the **City of Winter Haven, Florida,** a Florida municipal corporation, whose address is 451 Third Street NW, Winter Haven, Florida 33881 (the **"Grantee"**), receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed, given and granted unto said Grantee and its officers, administrators, successors, assigns, business invitees, and licensees forever, a non-exclusive perpetual utility easement and right-of-way (the "**Easement**"), subject to the terms and conditions set forth herein, over, under, across, upon, in, and through, land in Polk County, Florida, described in the recitals above as the Country Club Road Easement, the Country Club Buffer Easement, the Distribution Utility Easement, the Special Lots 6 and 7 Utility Easement, the Special Lots 7 and 8 Drainage Easement, the Special Lots 18 and 19 Utility Easement, the Special Lots 44 and 45 Utility Easement, the Special Lots 62 and 63 Utility Easement, the Special Lots 81 and 82 Utility Easement, the West Wall and Fence

Easement, the West Fence Easement, the South Buffer and Wall Easement, and Tracts A, B, C, and D, together with any other easement identified on the Gates of Lake Region Plat not specifically mentioned herein (the "**Subservient Estate**"), to have and to hold said Easement for the following purposes:

(a) to enter and leave, by ordinary ingress and egress, inclusive of pedestrian, public vehicular, private vehicular, and commercial vehicular of any kind, over, under, across, upon, in and through the Easement;

(b) to clear, excavate, drill, bury, and construct, build, erect, place, and operate public utility systems including, but not limited to, the existing Water and Wastewater Utility Service, together with all manner of potential, future, or existing Grantee-owned-and-operated potable water, reclaimed water, wastewater, stormwater, telecommunication transmission, utility interconnection, and any and all manners, kinds, and types of municipal and public utility systems and services, inclusive of lines, valves, piping, pumps, motors, wells, vaults and other related assemblies, appurtenances, support equipment, power distribution equipment, communications equipment and fencing (collectively, "**Publicly Owned and Operated Utility Systems and Facilities**");

(c) to perpetually construct, install, operate, maintain, repair, reconnect, alter, and replace Publicly Owned and Operated Utility Systems and Facilities and appurtenances reasonable or prudent for the use of the same, expressly provided however that nothing herein shall require the Grantee to construct, install, operate, maintain, repair, reconnect, alter, or replace any part or all of the Grantor's Private Reclaimed Water Service;

(d) to, on the Grantor's authority, clear, remove, destroy, demolish and tear down part or all of any improvement found within the Easement without the need to pay compensation for clearing, removing, destroying, demolishing or tearing down the same; and

(e) to, on the Grantor's authority, clear, cut, trim, remove and destroy any bush, tree, or vegetation other than grass, within the Easement, without the need to pay compensation for clearing, cutting, trimming, removing or destroying the same;

and Grantor gives and grants to Grantee all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of the foregoing without any requirement or need for notification before entry or exercise or the posting of any kind of security or insurance, which rights and privileges the Grantee may exercise in its sole discretion.

In areas where Grantee does not use the surface of the Easement, the Grantor retains, reserves and shall maintain and continue to enjoy the use of the Subservient Estate as such use may be permitted under the *Code of Ordinances of the City of Winter Haven, Florida* provided that such uses of the Grantor, and any such uses of Grantor's successors or assigns, shall not in

any way interfere with the terms and conditions of this Easement, or with Grantee's present or reasonable future use of the Easement for the purposes described herein.

This Easement is given to the Grantee in exchange for Grantee's continued provision of Water and Wastewater Service and, in the Grantee's sole discretion, such other elements of Publicly Owned and Operated Utility Systems and Facilities as the Grantee may in the future desire to install, over, under, across, upon, in, and through the Gates of Lake Region Homeowners' Asssociation Lands that comprise the Subservient Estate. Nothing herein shall require Grantee to assume or undertake any operational responsibility for the management of surface waters or drainage within The Gates of Lake Region subdivision. Further, nothing herein shall require Grantee to clear, mow, or maintain any drainage easement identified on the Gates of Lake Region Plat, inclusive of, but not limited to, the Country Club Road Utility Easement, the Special Lots 7 and 8 Drainage Easement, the Special Lots 18 and 19 Utility Easement, the Special Lots 81 and 82 Utility Easement, Tracts A and B on the Gates of Lake Region Plat, and any other land conveyed to The Gates of Lake Region Homeowners' Association, Inc. for drainage purposes. Grantor expressly and exclusively retains all operational responsibilities for the management of all surface water flows and drainage entering and crossing the Gates of Lake Region Homeowners' Association Lands and all maintenance responsibilities for drainage easements on the Gates of Lake Region Plat, regardless of whether any Water and Wastewater Service facility or Publicly Owned and Operated Utility Systems and Facilities may be present or placed thereon.

Grantor warrants that it owns the aforesaid described real property, that this Easement shall be subject to all matters of record; that Grantor and its signatories have the authority to grant this Easement; and that Grantor, on behalf of itself and its successors and assigns, binds themselves to the terms and conditions of this Easement.

The terms "Grantor" and "Grantee" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires.

(the rest of this page left intentionally blank; execution follows on page 6)

IN WITNESS WHEREOF, the Grantor has set its respective hand and seal, by and through its authorized corporate officers, as of this 29th day of April, 2026.

Signed, sealed and delivered
in the presence of:

GRANTOR:

THE GATES OF LAKE REGION HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Authorized Signatory
Crystal Maharidge
Its: President

_____
Witness #1 – sign name above
Print Name: FREDERICK J. MURPHY, JR.
Address: *451 Third Street, N.W.*
Winter Haven, FL 33881

_____
Witness #2 – sign name above
Print Name: T. MICHAEL STAVRES
Address: *451 Third Street, N.W.*
Winter Haven, FL 33881

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 29th day of April, 2026 by Crystal Maharidge, President, as authorized signatory for and on behalf of The Gates of Lake Region Homeowners' Association, Inc. a Florida not-for-profit corporation, and he or she ____ is personally known to me or X has produced Florida Drivers License as identification.

[SEAL]

_____
Notary Public, State of Florida

AMANDA JO NICHOLSON
MY COMMISSION # HH 627261
EXPIRES: May 3, 2029

6

DATE: May 29, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Reeder, Chief Financial Officer

SUBJECT: **Resolution R-26-18:** Adopting a Capital Asset Policy for the City of Winter Haven

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BACKGROUND

The issuance and management of capital assets is an important component of the City's financial strategy. A clear and comprehensive Capital Asset Policy promotes:

- Consistent financial reporting and compliances with accounting standards.
- Strong internal controls and stewardship over public assets.
- Accurate reporting of the City's capital investments.
- Standardized capitalization and depreciation practices.
- Accountability for the safeguarding and management of the City-owned assets.

The policy applies to all City departments, offices, boards, and agencies that acquire, use, manage or dispose of capital assets, regardless of funding sources.

POLICY HIGHLIGHTS

Key provisions of the Capital Asset Policy include:

- **Capitalization Threshold:** Assets with an individual cost of $10,000 or greater and an estimated useful life of at least three years will be capitalized and recorded as capital assets.
- **Asset Categories:** Establishes standardized classifications for land, buildings, infrastructure, equipment, leased assets, subscription software, intangible assets, and construction in progress.
- **Depreciation Standards:** Capital assets, excluding land and construction in progress, will be depreciated using the straight-line method over established useful lives.

- **Asset Tagging and Inventory:** Departments are responsible for safeguarding assets and participating in periodic physical inventories coordinated by the Finance Department.
- **Transfers and Disposals:** Requires departments to notify Finance of transfers, trade-ins, retirements, or disposals to ensure proper accounting and compliance.
- **Internal Controls:** Clarifies departmental responsibilities for reporting and safeguarding assets, while assigning the Finance Department responsibility for official records and compliance oversight.
- **Financial Reporting and Audit Compliance:** Capital assets will be reported in the City's Annual Comprehensive Financial Report (ACFR) and remain subject to annual audit review.

FINANCIAL IMPACT

There is no financial impact associated with adoption of R-26-18.

STRATEGIC PLAN ALIGNMENT:

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.

RECOMMENDATION

Staff recommends the City Commission adopt Resolution R-26-18, establishing the City of Winter Haven's Capital Asset Policy and authorize the City Manager or his designee to take any further necessary related thereto.

ATTACHMENTS

- Resolution R-26-18
- Exhibit A to Resolution
- City of Winter Haven Capital Asset Policy

RESOLUTION R-26-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA ADOPTING A CAPITAL ASSET POLICY TO ESTABLISH GUIDELINES FOR THE IDENTIFICATION, CAPITALIZATION, RECORDING, DEPRECIATION, SAFEGUARDING AND DISPOSAL OF CAPITAL ASSETS; PROVIDING FOR SEVERABILITY; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Haven is committed to maintaining sound financial management practices that promote fiscal stability, accountability and transparency; and

WHEREAS, an adopted Capital Asset Policy establishes clear parameters for asset tracking, ensures prudent inventory practices, and ensures the accurate control of the City's capital assets; and

WHEREAS, the City's Capital Asset Policy sets forth guidelines regarding the purpose of identification, capitalization, recording, depreciating, safeguarding and disposing of capital assets; and

WHEREAS, it is in the best interest of the City, its residents, and taxpayers to formally adopt and implement the Capital Asset Policy attached hereto as *Exhibit A* and incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA AS FOLLOWS:

1. The City Commission hereby adopts the City of Winter Haven Capital Asset Policy attached hereto as *Exhibit A* and incorporated herein by reference and hereby directs the City Manager to implement said policy.
2. If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.
3. Any sections of this Resolution may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by

the City Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

4. All resolutions or parts of resolutions, insofar as they are inconsistent or in conflict with the provisions of the Resolution, are hereby repealed.

5. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in Regular Session, on this 8th day of June, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

I. Purpose

The City of Winter Haven (the "City") Capital Asset Policy has been prepared in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statement 34, Florida Statutes Chapter 274, and Florida Administrative Code Chapter 69I-73. The purpose of this Capital Asset Policy is to establish consistent standards for the identification, capitalization, recording, depreciation, safeguarding, and disposal of capital assets for the City. The policy also promotes accountability, internal control, and stewardship of public assets.

Scope

This policy applies to all City departments, offices, boards, and agencies that acquire, use, manage, or dispose of capital assets, regardless of funding source.

Policy

Capital Asset Definition

Capital assets are tangible and intangible assets acquired, constructed, or controlled by the City for use in operations, which have an initial useful life extending beyond one fiscal year and are not held for resale. Capital assets are recorded at historical cost, or estimated historical cost if actual cost is not available, and are capitalized in accordance with the City's established capitalization thresholds.

Capital assets include, but are not limited to, land, buildings, improvements other than buildings (including infrastructure such as roads, bridges, and utility systems), machinery and equipment, vehicles, right-to-use leased assets, subscription-based information technology arrangements, intangible assets, and construction in progress.

Capital assets, except for land and construction in progress, are depreciated or amortized over their estimated useful lives using a systematic and rational method.

Capitalization Threshold

The City shall capitalize and record as capital assets all tangible and intangible assets that:

- Have an initial individual cost of $10,000 or greater, including ancillary costs necessary to place the asset into service (e.g., freight, installation, site preparation), and
- Have an estimated useful life of three (3) years or more.

Assets with a cost below the capitalization threshold shall be expensed in the year of acquisition unless otherwise required by law, grant agreement, or management determination.

Asset Categories and Definitions

Capital assets include, but are not limited to:

- Land (non-depreciable) - Real property, excluding Buildings and depletable resources, whose fee title is owned solely by the City. Land is characterized as having an inexhaustible life. All expenditures made to acquire land and prepare it for its intended use are considered part of the land cost.
- Construction in Progress (CIP) - A capital asset classification used to account for the costs of assets that are under construction or development but not yet placed into service. CIP includes all direct and indirect costs associated with a project from inception through completion.
- Buildings - All enclosed structures, capital and permanent, used by the City in its operations, including, but not limited to, office buildings, firehouses, garages, police departments, equipment storage facilities, and recreation facilities.
- Improvements Other than Buildings - Capital assets that consist of permanent additions or enhancements to land that are not structures intended for occupancy but provide public service or improve the functionality, accessibility, or value of property. This includes roadways, streets, sidewalks, bridges, drainage systems, water and wastewater systems, etc.
- Equipment- All moveable furniture, machinery, and apparatus, including, but not limited to, communications equipment, vehicles, boats, trucks, tools, specilaized and/or heavy equipment. To be capitalized, equipment must meet the City's established capitalization threshold and have and estimated useful life of at least three years.
- Right-to-use Assets- Leased Equipment - represents the City's contractual right to use equipment owned by another party for a specified period of time. Rather than recording the equipment itself as an owned asset, accounting standards (GASB 87) require recognition of an intangible asset reflecting this right.
- Right -to-use Subscription Software - This includes software accessed through subscription-based arrangements. Under standards like GASB 96, the asset reflects the right to use the software and is amortized over the subscription term.
- Intangible Assets (e.g., easements, software, licenses), when applicable. Capital assets to be used over the long-term; but lack physical existence. Examples of intangible assets include computer software (internally developed), patents, water rights and mineral use rights, copyrights, trademarks, and intellectual property.

Valuation

Capital assets shall be recorded at historical cost. Historical cost includes the purchase price and all costs necessary to acquire and prepare the asset for its intended use. Donated assets shall be recorded at acquisition value (fair value at the date of donation) in accordance with GASB guidance.

Depreciation

Capital assets, except land and construction in progress, shall be depreciated over their estimated useful lives using the straight-line method. Useful lives shall be established by the Finance Department and reviewed periodically for reasonableness and consistency.

Construction in Progress (CIP)

Projects under construction shall be recorded as Construction in Progress until the asset is complete and placed into service. Upon completion, CIP costs shall be reclassified to the appropriate capital asset category.

Asset Tagging and Inventory

All capital assets shall be tagged or otherwise uniquely identified where practicable. Departments are responsible for safeguarding assets assigned to them and for participating in periodic physical inventories as coordinated by the Finance Department.

Transfers and Disposals

Departments must notify the Finance Department of any transfer, sale, trade-in, retirement, or disposal of capital assets. Disposals shall be recorded in accordance with GAAP, and proceeds, if any, shall be handled in compliance with City policy and applicable laws.

Internal Controls and Responsibilities

- Departments are responsible for timely reporting acquisitions, changes, and disposals of capital assets and for ensuring proper use and safeguarding of assets.
- The Finance Department is responsible for maintaining the official capital asset records, determining capitalization and depreciation, ensuring compliance with accounting standards, and reporting capital assets in the City's financial statements.

Compliance

This policy shall be administered in accordance with GASB standards, Florida Statutes, and other applicable regulatory requirements. Any exceptions to this policy must be approved in writing by the City Manager or designee, in consultation with the Chief Financial Officer.

Useful Life Schedule

The following estimated useful lives shall be used for depreciation purposes unless otherwise approved by the Chief Financial Officer based on specific facts and circumstances. Useful lives are reviewed periodically for consistency with GASB guidance and City operational experience.

Asset Class	Estimated Useful Life
Land	Not Depreciated
Buildings and Improvements	30 – 50 years
Improvements Other Than Buildings	10 – 33 years
Equipment	3 – 33 years
Right-to-use Lease Buildings	Lease Term
Right-to-use Lease Equipment	Lease Term
Right-to-use Subscription Software	Subscription

Financial Reporting and Audit

Capital assets shall be reported in the City's Annual Comprehensive Financial Report (ACFR) in accordance with GASB requirements. Capital asset records are subject to review during the City's annual external audit.

Effective Date and Review

This policy shall become effective upon approval by the City Manager.

Chris Reeder
CHIEF FINANCIAL OFFICER

P 863.291.5689
creeder@mywinterhaven.com

EFFECTIVE 05-25-2026

I. Purpose

The City of Winter Haven (the "City") Capital Asset Policy has been prepared in accordance with Generally Accepted Accounting Principles (GAAP), Governmental Accounting Standards Board (GASB) Statement 34, Florida Statutes Chapter 274, and Florida Administrative Code Chapter 69I-73. The purpose of this Capital Asset Policy is to establish consistent standards for the identification, capitalization, recording, depreciation, safeguarding, and disposal of capital assets for the City. The policy also promotes accountability, internal control, and stewardship of public assets.

Scope

This policy applies to all City departments, offices, boards, and agencies that acquire, use, manage, or dispose of capital assets, regardless of funding source.

Policy

Capital Asset Definition

Capital assets are tangible and intangible assets acquired, constructed, or controlled by the City for use in operations, which have an initial useful life extending beyond one fiscal year and are not held for resale. Capital assets are recorded at historical cost, or estimated historical cost if actual cost is not available, and are capitalized in accordance with the City's established capitalization thresholds.

Capital assets include, but are not limited to, land, buildings, improvements other than buildings (including infrastructure such as roads, bridges, and utility systems), machinery and equipment, vehicles, right-to-use leased assets, subscription-based information technology arrangements, intangible assets, and construction in progress.

Capital assets, except for land and construction in progress, are depreciated or amortized over their estimated useful lives using a systematic and rational method.

Capitalization Threshold

The City shall capitalize and record as capital assets all tangible and intangible assets that:

- Have an initial individual cost of $10,000 or greater, including ancillary costs necessary to place the asset into service (e.g., freight, installation, site preparation), and
- Have an estimated useful life of three (3) years or more.

Assets with a cost below the capitalization threshold shall be expensed in the year of acquisition unless otherwise required by law, grant agreement, or management determination.

Asset Categories and Definitions

Capital assets include, but are not limited to:

- Land (non-depreciable) - Real property, excluding Buildings and depletable resources, whose fee title is owned solely by the City. Land is characterized as having an inexhaustible life. All expenditures made to acquire land and prepare it for its intended use are considered part of the land cost.
- Construction in Progress (CIP) - A capital asset classification used to account for the costs of assets that are under construction or development but not yet placed into service. CIP includes all direct and indirect costs associated with a project from inception through completion.
- Buildings - All enclosed structures, capital and permanent, used by the City in its operations, including, but not limited to, office buildings, firehouses, garages, police departments, equipment storage facilities, and recreation facilities.
- Improvements Other than Buildings - Capital assets that consist of permanent additions or enhancements to land that are not structures intended for occupancy but provide public service or improve the functionality, accessibility, or value of property. This includes roadways, streets, sidewalks, bridges, drainage systems, water and wastewater systems, etc.
- Equipment- All moveable furniture, machinery, and apparatus, including, but not limited to, communications equipment, vehicles, boats, trucks, tools, specilaized and/or heavy equipment. To be capitalized, equipment must meet the City's established capitalization threshold and have and estimated useful life of at least three years.
- Right-to-use Assets- Leased Equipment - represents the City's contractual right to use equipment owned by another party for a specified period of time. Rather than recording the equipment itself as an owned asset, accounting standards (GASB 87) require recognition of an intangible asset reflecting this right.
- Right -to-use Subscription Software - This includes software accessed through subscription-based arrangements. Under standards like GASB 96, the asset reflects the right to use the software and is amortized over the subscription term.
- Intangible Assets (e.g., easements, software, licenses), when applicable. Capital assets to be used over the long-term; but lack physical existence. Examples of intangible assets include computer software (internally developed), patents, water rights and mineral use rights, copyrights, trademarks, and intellectual property.

Valuation

Capital assets shall be recorded at historical cost. Historical cost includes the purchase price and all costs necessary to acquire and prepare the asset for its intended use. Donated assets shall be recorded at acquisition value (fair value at the date of donation) in accordance with GASB guidance.

Depreciation

Capital assets, except land and construction in progress, shall be depreciated over their estimated useful lives using the straight-line method. Useful lives shall be established by the Finance Department and reviewed periodically for reasonableness and consistency.

Construction in Progress (CIP)

Projects under construction shall be recorded as Construction in Progress until the asset is complete and placed into service. Upon completion, CIP costs shall be reclassified to the appropriate capital asset category.

Asset Tagging and Inventory

All capital assets shall be tagged or otherwise uniquely identified where practicable. Departments are responsible for safeguarding assets assigned to them and for participating in periodic physical inventories as coordinated by the Finance Department.

Transfers and Disposals

Departments must notify the Finance Department of any transfer, sale, trade-in, retirement, or disposal of capital assets. Disposals shall be recorded in accordance with GAAP, and proceeds, if any, shall be handled in compliance with City policy and applicable laws.

Internal Controls and Responsibilities

- Departments are responsible for timely reporting acquisitions, changes, and disposals of capital assets and for ensuring proper use and safeguarding of assets.
- The Finance Department is responsible for maintaining the official capital asset records, determining capitalization and depreciation, ensuring compliance with accounting standards, and reporting capital assets in the City's financial statements.

Compliance

This policy shall be administered in accordance with GASB standards, Florida Statutes, and other applicable regulatory requirements. Any exceptions to this policy must be approved in writing by the City Manager or designee, in consultation with the Chief Financial Officer.

Useful Life Schedule

The following estimated useful lives shall be used for depreciation purposes unless otherwise approved by the Chief Financial Officer based on specific facts and circumstances. Useful lives are reviewed periodically for consistency with GASB guidance and City operational experience.

Asset Class	Estimated Useful Life
Land	Not Depreciated
Buildings and Improvements	30 – 50 years
Improvements Other Than Buildings	10 – 33 years
Equipment	3 – 33 years
Right-to-use Lease Buildings	Lease Term
Right-to-use Lease Equipment	Lease Term
Right-to-use Subscription Software	Subscription

Financial Reporting and Audit

Capital assets shall be reported in the City's Annual Comprehensive Financial Report (ACFR) in accordance with GASB requirements. Capital asset records are subject to review during the City's annual external audit.

Effective Date and Review

This policy shall become effective upon approval by the City Manager.

Chris Reeder
CHIEF FINANCIAL OFFICER

P 863.291.5689
creeder@mywinterhaven.com

EFFECTIVE 05-25-2026