WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, November 9, 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, FCPC, MMC, City Clerk

3. INVOCATION - Pastor Danny Bennett, St John's United Methodist Church

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

5. PRESENTATIONS

5.A **8th Street NW and Ave L NW Project Update**

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

6. DEVELOPMENTS OF NOTE

7. MINUTES

7.A **September 23, 2026, City Commission Agenda Review Session Minutes**

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

2026-09-23 DRAFT Agenda Review Session Minutes with Link

8. COMMENTS FROM THE AUDIENCE

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

9.A **O-26-25 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 2, Table 21-32(A), Table of Land Uses and Article IX, Section 21-531, Definitions for the purpose of allowing *Recreation Indoor Commercial* and *Clubs, Private* in the Mixed Use (MX), Commercial- Downtown (C-1), and Commercial-Neighborhood (C-2) zoning districts**

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

Summary - Ordinance O-26-25
O-26-25

9.B **O-26-26 - Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 2, Table 21-32(A) (Table of Land Uses) to allow for the placement of off-site**

manufactured homes in the Residential Estate (RE), Single Family Residential- Large Lot (R-1), Single Family Residential- Small Lot (R-2), Multifamily Residential- Low Density (R-3), Multifamily Residential- Medium Density (R-4), and Mixed Use (MX) zoning districts in accordance with provisions contained in House Bill 399 as passed by the Florida Legislature during their 2026 Legislative Session

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

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

10. CONSENT AGENDA

10.A Grant Management Software Agreement with OpenGov

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

Summary - Approval of Grant Management Software with OpenGov
OpenGov Grants Management Quote (Q-21889)
OpenGov Sub-Award Program Management Overview
OpenGov Purchasing Affidavits
OpenGov Contract Addendum

10.B Approval of Info-Tech Research Group Service Agreement

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

Summary - Approval of InfoTech Research Group Service Agreement
City of Winter Haven Info-Tech Membership 2026
City of Winter Haven Contract Addendum

10.C Authorization for Travel and Training - Florida City and County Management Association (FCCMA) 2027 Winter Institute (Stavres and Carnevale)

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

Summary - FCCMA 2027 Winter Institute

11. RESOLUTION(S)

11.A R-26-25 - Request by Vmar Dev, LLC and Villamar Community Development District (CDD) to vacate Tract G of the Villamar Phase 7 Subdivision Plat as recorded in Plat Book 211, Pages 50-57 of the Public Records of Polk County Florida

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Resolution R-26-25
Resolution R-26-25

12. ORDINANCE(S) - FIRST READING

12.A O-26-24 - Request by Ethan Falk, agent for Millers Landing, LLC to rezone a parcel from Planned Unit Development (PUD) zoning district to Commercial-Highway (C-3) zoning district

Staff Contact: *Chris Young, Senior Planner, cyoung@mywinterhaven.com*

Summary - Ordinance O-26-24
O-26-24

12.B O-26-27 - Amending O-25-29, appropriating funds for fiscal year ending September 30, 2026

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

Summary - O-26-27
O-26-27
Exhibit A

13. NEW BUSINESS

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

16.A City Commission Liaison Request - Request for Qualifications for Design Build Services for Sertoma Park Football Renovations

Staff Contact: *Andy Palmer, Parks Planning & Strategic Initiatives Manager, apalmer@mywinterhaven.com*

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, September 23, 2026, 5:30 p.m.

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

NOTE
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:67273ebe-74d5-4b49-8364-507e62dae082?viewer%21megaVerb=group-discover
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER – Mayor Yates began the Agenda Review Session Meeting at 5:30 p.m.

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

Commissioners Present: Mayor Brian Yates; Mayor Pro Tem Tracy Mercer; Commissioner Nathaniel J. Birdsong, Jr.; Commissioner Clifton E. Dollison; and Commissioner Chad Davis *(arrived at 5:35 p.m.)*.

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

5. PRESENTATION(S)

A. "Constitution Week 2026" Proclamation – Laura Stokes, Regent – Daughters of the American Revolution (DAR) Ponce de Leon Chapter

B. "Johnny Bernard Neal, Jr. Day" Proclamation – Johnny Bernard Neal, III

C. "100 Years of Excellence" Proclamation – Tom Garthwaite, President of Winter Haven Hospital and Winter Haven Women's Hospital

There were no questions or discussions.

Mayor Yates recognized Girls Scout Troop 75110 who were in the audience.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. August 5, 2026, City Commission Water Department Budget Briefing Workshop

B. August 5, 2026, City Commission Agenda Review Session Minutes

C. August 10, 2026, Regular City Commission Meeting Minutes

D. August 19, 2026, City Commission Agenda Review Session Minutes

DRAFT

There were no questions or discussion.

8. MAYOR'S STATEMENT

There were no questions or discussion.

9. ORDINANCE(S) – SECOND READING – PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR 2026-2027 BUDGET

A. O-26-22 - Adopting the Millage Rate for Fiscal Year 2026-2027

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

There were no questions or discussion.

(Commissioner Davis entered the room at 5:35 p.m.)

B. O-26-23 - Adopting the Budget for Fiscal Year 2026-2027

City Manager Stavres gave an overview of this item and noted that the dollar amount had changed to include Commissioner compensation.

Commissioner Davis asked whether unassigned fund balance was used for staff raises. City Manager Stavres explained that it was not because staff raises were a recurring expense. He stated that fund balance exceeding the 30% goal had historically been brought back for the Commission's consideration for one-time expenses because the funds might not be available year after year. Commissioner Davis requested that staff calculate what it would look like to use $1 million of the $3 million in excess funds to lower the millage rate. City Manager Stavres agreed to work with the CFO over the next two days and bring the information back for the Commission's consideration on Monday night.

Mayor Yates expressed concern about future budget uncertainty, including the potential impact of Amendment 3 and the possibility of needing reserves to balance future budgets. He cautioned against lowering the millage rate only to raise it the following year. Commissioner Davis supported using excess funds to lower the millage rate, noting that voters were expressing their expectations, and agreed to wait for further public discussion the following Monday.

Mayor Yates stated that reserves were needed for catastrophic events, such as a hurricane, because Federal Emergency Management Administration (FEMA) reimbursements could take time and the City would still need to pay its bills. Although he had previously criticized the size of the reserve fund, he felt there were more questions than answers at this stage.

Commissioner Davis asked whether the City could use its fund balance up to the 30% goal for a hurricane and whether the 35% balance was necessary or should be increased. City Manager Stavres estimated that $1 million was equivalent to approximately a quarter of a mill and said he would provide the exact number and conduct a deeper analysis.

Commissioner Birdsong recalled when the fund balance was below its established level and stated that using monies from the Enterprise Fund helped the City maintain expected services without a substantial tax increase. He stated that he would vote for the ad valorem rate as presented and that his position would not change.

Mayor Yates asked whether the City used reserves during the 2008 economic downturn to help meet budget needs. Commissioner Birdsong said yes. Mayor Yates expressed concern about uncertainty surrounding future events.

Mayor Pro Tem Mercer supported maintaining the current fund balance due to the possibility of Amendment 3 passing and the need for budget adjustments.

Mayor Yates called for meetings to review each budget area for possible cuts, favoring cuts over fee increases while considering future needs and a balanced approach. Discussion ensued.

City Manager Stavres said he would prepare the data for Monday's discussion and try to send it out before the meeting.

10. COMMENTS FROM THE AUDIENCE – None

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

A. O-26-20 - Request by AdventHealth Polk North, Inc. to amend Planned Unit Development Ordinance O-24-47 (6945 Cypress Gardens Boulevard)

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

Commissioner Davis asked whether the City had received any public concerns about the item. Economic Opportunity and Community Investment Director Labbe said he was not aware of any and would check again before Monday. Commissioner Davis shared that a Lake Ashton resident had asked whether the item was on the following week's agenda but had not shared her concerns. City Manager Stavres and Director Labbe recalled an adjacent property owner who had raised a question about access at the Planning Commission. Commissioner Davis confirmed he remembered that concern but said it was a different person.

12. CONSENT AGENDA

A. ITB-26-45 - Award of an Annual Contract for Public Parks' Restroom Cleaning Services

City Manager Stavres gave an overview of this item.

Commissioner Dollison asked about the number of park facilities, restroom hours, and whether Blue Sky [General Services] had any relation to another entity. City Manager Stavres explained that the red-circled parks had restrooms covered by the contract, which were open during park hours. He stated that cleaning took place between 7:00 p.m. and 7:00 a.m. daily and that he was unaware of any relationship involving Blue Sky Developers.

Commissioner Birdsong commented that he hoped the new contractor would do a better job, noting that the restrooms at Lake Shipp had been in poor condition.

Mayor Yates asked about cleaning schedules, emergency cleaning costs, and how the work would be monitored. Parks and Grounds, Cemetery & Athletics Superintendent Steve Pruitt said the restrooms would be cleaned once daily, seven days a week, in the evening, with checklists to track work times and completed tasks. City Manager Stavres said emergency issues would likely be handled by City staff. City staff would also conduct spot checks, and the public could report problems through the Access Winter Haven app.

Mayor Yates asked whether the contractor could report issues such as insects or rodents. Superintendent Pruitt said the contractor could text him or his assistants at any time about major issues and use a comment section to report other issues for staff review.

B. Florida Department of Environmental Protection (FDEP) Wetlands Restoration and Protection Program Grant Agreement WRP23 – Northern Winter Haven Chain Wetland Restoration

City Manager Stavres gave an overview of this item.

Commissioner Birdsong inquired whether public access would initially be prohibited. City Manager Stavres said access would not be allowed due to the restoration work needed. He noted that staff had worked with the Police Department to address past unauthorized access and that the City hoped to offer a nature preserve for passive recreation in the future.

Mayor Yates asked about adding a kayak launch to Lake Pansy. Public Works Director Hart said a kayak launch was considered during a design charette (collaborative workshop) but that she could not foresee one at this time. Mayor Yates supported a launch for non-motorized vessels. City Attorney Murphy noted that the City received $600,000 from the County for the land and had placed a conservation easement on it that would need to be considered. City Manager Stavres noted that an existing motorized boat launch was located off 21st Street near the east end of the [Winter Haven Regional] Airport.

C. Professional Engineering Consulting Services Agreement for 6th Street SW Complete Street Project – Carter Kaye Engineering, LLC

City Manager Stavres gave an overview of this item and explained that the U.S. Highway 17 realignment changed traffic patterns and left a large paved area. He also said the project would improve the area for current and future development.

There were no questions or discussion.

D. Service Agreement between City of Winter Haven and Lakeland Area Mass Transit District (LAMTD)

Deputy City Manager Carnevale gave an overview of this item.

Mayor Yates questioned whether the City was receiving $305,000 worth of transit service and suggested exploring grant funding for Uber rides as an alternative, while acknowledging he did not know if it was feasible. Deputy City Manager Carnevale said staff could explore alternatives and explained that the transit provider tracked ridership, adjusted routes based on use, and had new software providing more detailed data. Mayor Yates stressed the need to document the service's value to justify the $305,577.44 expense and encouraged staff to consider other options given future financial uncertainty. Discussion ensued.

Commissioner Dollison asked whether there had been a recent increase and whether it was significant. City Manager Stavres said the amount increased from approximately $290,000 to the current amount. Deputy City Manager Carnevale said the increase was a little over $11,000, or about 4%.

City Manager Stavres explained that the City's payment represented a fair share of the cost and did not cover the full cost of the service. He noted that some riders, including students and seniors, received free service or fee exemptions. He added that public transit could reduce the number of vehicles on the road, while individual transportation could place more stress on transportation infrastructure.

Commissioner Dollison discussed the service's benefit to lower-income workers who relied on public transportation to get to work and asked how often route and ridership information was reviewed. Deputy City Manager Carnevale said it was reviewed twice a year.

Mayor Yates that he was not suggesting eliminating public transportation but encouraged continued consideration of new ideas and alternatives.

13. RESOLUTION(S) – None

14. ORDINANCE(S) – FIRST READING – None

15. NEW BUSINESS – None

16. CITY COMMISSIONERS/LIAISON REPORTS

Mayor Yates requested Commission discussion and possible general consensus, rather than a formal vote, regarding the City Manager's unused vacation time. He said the City Manager had been unable to use all his allotted leave in recent years while keeping City operations running smoothly. He noted that the City Manager could not approve his own requests to sell back or carry over leave and had taken about a week off that year, despite being entitled to more.

City Manager Stavres explained that the personnel policy did not provide a way to address his unused leave. He said he forfeited about 75 hours of leave in FY 2024, 56 hours of leave the following year, and expected to forfeit another 46 hours that year. He asked the Commission to consider allowing him to carry over unused leave or receive payment for it. Discussion ensued.

Commissioner Birdsong expressed support to allow the City Manager to carry over leave and receive payment for it when leaving the City.

Mayor Yates expressed annual payouts but suggested requiring at least two weeks of leave each year. He preferred annual payouts over carryover because future pay increases could increase the payout amount.

Commissioner Birdsong asked about the policy for other employees. City Manager Stavres confirmed they could carry over up to 280 hours and receive payment for that amount when leaving under qualifying circumstances. He clarified that the City Manager was not covered by the policy's carryover process and accrued 24 days of leave annually due to his length of service.

Commissioner Dollison said the situation was unique because of the City Manager's long service. City Manager Stavres added that emergencies, lawsuits, and legal matters could prevent him from taking leave as planned because City operations had to come first. Discussion ensued regarding how to address the City Manager's unused leave.

Commissioner Davis requested comparisons with other city managers' contracts and wanted the arrangement formalized through a contract amendment.

Mayor Yates proposed requiring the City Manager to take at least two weeks off annually, with any additional unused leave paid out at the end of each year without carryover.

Commissioner Davis requested more information about practices in other cities and the City Manager's preference before agreeing.

City Manager Stavres said leave exceeding 280 hours could be paid out at his current rate to avoid increasing future costs to the City.

Mayor Yates expressed this was fair, and Commissioner Birdsong and Mayor Pro Tem Mercer agreed.

Commissioner Davis said he would agree if the contract could be amended by consensus but was unsure whether that was allowed.

City Attorney Murphy agreed to determine whether formal action was required on this item.

There was consensus of the Commission to bring this item back at the September 28, 2026, Regular City Commission Meeting.

17. CITY ATTORNEY REPORT – None

18. CITY MANAGER REPORT

City Manager Stavres requested a Special Workshop on December 2, 2026, for Raftelis Financial Consultants, Inc. to present the findings of the fire protection assessment study. He said the presentation would include the maximum amount that could be collected through a fire protection assessment and estimated property costs based on call history over the past five years. He said the workshop would give the Commission time to review the findings before further discussion at a subsequent workshop and Agenda Review Session, ahead of consideration of a resolution providing notice of intent to use the Non-Ad Valorem Assessment Roll process for the collection of potential fire protection assessments at their December City Commission Meeting. Discussion ensued regarding the timing and process for a potential fire assessment.

Commissioner Birdsong inquired about the implementation deadline. City Attorney Murphy explained that the Commission would need to consider a notice of intent resolution by the end of 2026, likely at the December 14 meeting. The notice would not commit the City to imposing an assessment. A final decision would likely occur in June 2027, with a public hearing process in May through July and collection on tax bills issued November 1, 2027. City Manager Stavres said the findings would be based on the proposed FY 2028 budget and requested a Special workshop on December 2, 2026, to review the Raftelis study.

Mayor Yates supported notifying the public that an assessment was being considered but stressed the need to review budget cuts before deciding on an amount. He also said that he wanted the fee to be as low as possible without affecting residents' quality of life. Discussion ensued regarding schedule.

There was consensus of the Commission to hold the Special Workshop on December 2, 2026.

City Manager Stavres said staff would coordinate with the City Clerk's Office and Raftelis to prepare for the workshop.

❖

City Manager Stavres reminded the Commission that the Polk Vision Mayors Roundtable would take place September 24, 2026, at 9:00 a.m. at the Polk State College Winter Haven Campus Fine Arts Auditorium.

❖

City Manager Stavres announced that paving of the parking lots in front of and west of City Hall was scheduled for the following Tuesday and Wednesday. The building would remain accessible, but parking would be limited. Staff would share alternative parking arrangements and payment options for Utility customers and extend customer lock offs as needed.

Mayor Yates asked why the work could not be done on a weekend. City Manager Stavres said they were trying to schedule the work overnight or early in the morning to limit the impact, but weather could affect the schedule.

19. DEPUTY CITY MANAGER REPORT – None

20. CITY CLERK REPORT – None

21. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

22. ADJOURNMENT – 6:33 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

William Brian Yates
Mayor

DRAFT

DATE: October 8, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-26-25:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 2, Table 21-32(A), Table of Land Uses and Article IX, Section 21-531, Definitions for the purpose of allowing *Recreation Indoor Commercial* and *Clubs, Private* in the Mixed Use (MX), Commercial-Downtown (C-1), and Commercial-Neighborhood (C-2) zoning districts.

BACKGROUND

Recreation Indoor Commercial is defined in Section 21-531 as the following types of indoor recreation uses: bowling alley, dance studio, schools for martial arts, physical fitness centers, private clubs and lodges, movie theater, theaters and auditoriums, and indoor skating rinks, with other similar types of uses also included. Per Table 21-32(A), Table of Land Uses, *Recreation Indoor Commercial* is only permitted in the Commercial- Neighborhood (C-2), Commercial- Highway (C-3), and Commercial- Heavy (C-4) zoning districts.

As the office and retail landscape continues to evolve towards increased remote work and on-line purchasing, brick and mortar commercial is becoming more focused on specialty uses and gathering uses such as restaurants, drinking establishments, and entertainment. This is particularly true in downtown. In keeping with this trend, staff has been receiving an increased number of requests for commercial recreation uses in areas covered by the C-1 zoning district. While restaurants and drinking establishments (by Special Use) are permitted in the Commercial- Downtown (C-1) zoning district, most *Recreation Indoor Commercial* uses are not. There is the ability to have an art, dance, or music studio, a gym, or sports lesson center through the definition of *Personal Services*.

Recognizing the changing nature of commercial brick and mortar buildings, particularly in destination areas, such as downtown, staff proposes to include a new use in Table 21-32(A) for *Recreation Indoor Commercial- Small Scale*. This new use establishes indoor recreation uses which are of an appropriate scale for downtown. The maximum area for a *Recreation Indoor Commercial- Small Scale* use will be 10,000 square feet of gross leasable space. *Recreation Indoor Commercial- Small Scale* is intended to be

permitted in the C-1, C-2, C-3, and C-4 zoning districts. Larger indoor commercial recreation uses in C-1 will be permitted by Special Use Approval by the Planning Commission.

As part of this request, definitions contained in Section 21-531 for *Club, Private* and *Recreation Indoor Commercial* will be updated for clarity and to include new uses. Specifically for the definition of *Recreation Indoor Commercial*, the following uses will be added: arcades and gaming rooms, billiards, escape rooms, and indoor sports centers. Club, Private is modified to address additional terms which may be associated with the use. Additionally, Table 21-32(A) will be revised to allow *Clubs, community/fraternal* and *Private Club indoor/outdoor* in the same zoning districts.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request.

This is an ordinance pertaining to the amendment of the City's Land Development Regulations, which is enacted to implement requirements contained in Part II, Chapter 163 of Florida Statutes. A Business Impact Statement has been prepared as required by Section 166.041 (4) (a) of the Florida Statutes since this is an ordinance being initiated by the City rather than a private party other than the municipality.

STRATEGIC PLAN ALIGNMENT

This is an update to the permitted uses within the C-1, C-2, and MX zoning districts and is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Economic Sustainability, Quality of Life, and Responsible Government Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-25 and authorize the City Manager or designee to take all necessary actions related thereto.

ATTACHMENTS

- Business Impact Statement
- Ordinance O-26-25

Business Impact Statement for Ordinance O-26-25

Proposed Ordinance O-26-25 adds additional permitted uses to the Commercial- Downtown (C-1), Commercial- Neighborhood (C-2), and Mixed Use (MX) zoning districts. There are no anticipated compliance costs associated with Ordinance O-26-25 and it is anticipated that no businesses will have a negative economic loss as a result of the adoption of Ordinance O-26-25. There are no new charges or fees associated with Ordinance O-26-25 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinance O-26-25. This Ordinance will not affect any businesses operating within the City of Winter Haven.

ORDINANCE NO. O-26-25

AN ORDINANCE AMENDING CHAPTER 21, ARTICLE II, DIVISION 2, TABLE 21-32(A) OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA BY AMENDING USES RELATED TO INDOOR COMMERCIAL RECREATION AND PRIVATE CLUBS IN THE COMMERCIAL- DOWNTOWN (C-1), COMMERCIAL- NEIGHBORHOOD (C-2), AND MIXED USE (MX) ZONING DISTRICTS; AMENDING CHAPTER 21, ARTICLE IX, SECTION 21-531 DEFINITIONS RELATED TO INDOOR COMMERCIAL RECREATION AND PRIVATE CLUBS; PROVIDING FOR ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article II, Division 2, Table 21-32(A) Table of Land Uses by amending uses related to indoor commercial recreation and private clubs in the Commercial-Downtown (C-1), Commercial- Neighborhood (C-2), and Mixed Use (MX) zoning districts; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article IX, Section 21-531, Definitions related to indoor commercial recreation and private clubs; and

WHEREAS, a Business Impact Statement has been prepared to demonstrate compliance with Chapter 2024-145, Laws of Fla. (CS/CS/SB 1628 (2024)) to the extent that such compliance is even necessary.

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

1. That Chapter 21, Article II, Division 2, Table 21-32(A), of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

2. That Chapter 21, Article IX, Section 21-531, Definitions, is hereby amended to read as shown in Exhibit "B", attached hereto and made a part hereof.

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

4. If any provision or portion of this Ordinance is declared by any court of competent

jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

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

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

INTRODUCED on first reading this 26th day of October, 2026.

PASSED on second reading this 9th day of November, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick John Murphy, Jr.

Exhibit “A” - Page 1 of 5

New text is <u>underlined</u> and deleted text is ~~stricken through~~ in red

Table 21-32(A)
Table of Land Uses

Category/Use																						
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																						
Single Family Detached and Auxiliary uses	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**				
Single family, std. construction	P	P	P	P	P	P			P													
Single family, modular home	P	P	P	P	P	P			P													
Single family, manufactured home	P							P														
Agricultural uses with house	P																					
Caretaker's Cottage															P	P	P					
Fruit stand	P	P																				
Accessory Residential Unit	P	P	P	P	P	P			P													
Home Occupation/Home-based Business	P	P	P	P	P	P	P	P	P													
Limited agricultural uses with house	P	P																P				
Manufactured home park								P														
Private stable, one horse per acre, limited to two horses	P	P																				
RV park								S														
Servants Quarters	P	P	P																			
Multiple Family Residential	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**				
Multi-unit Residential Building					P	P	P		P	P		P										
Zero Lot Line House					P	S																
Dormitory						P	P		P							P						
Duplex, twin house					P	P			P													
Garden Apartment, atrium house					P																	
Patio house					P	P			P													
Rooming House/Boarding House						S	S															
Townhouse					P	P			P	P												
Group Care Facilities	**AG**	**RE**	**R1**	**R2**	**R3**	**R4**	**R5**	**RM**	**MX**	**C-1**	**C-2**	**C-3**	**C-4**	**I-1**	**I-2**	**PI**	**PR**	**CON**				
Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S													
Special needs facility					S	S	P		P		P	P				P						
Child care facility					S	S	AS		S	S	P	P				P						
Adult day care center					S	S	AS		P		P	P				P						
Assisted living facility					S	P	P		P		P	P				P						
Foster care facility					S	S	P		P		P	P				P						

Exhibit "A" - Page 2 of 5

Group home facility						S	S	P		P		P	P					P						
Hospice residential unit						S	S	P		P		P	P					P						
Nursing Home								P		P														
Transitional Housing								S																
Lodging	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Bed and breakfast	P	P	P	P	P	P			P	P	P	P	P	P										
Hotel/motel							S		S	P		P	P	P										
RV campground								S					P	P										
Offices/Services	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Business office						S			P	P	P	P	P	P										
Clubs, community/fraternal									P	P	P	P	P	P										
Crematorium													P	P	P									
Funeral home/mortuary									S		S	P	P	P										
Medical/Health-care/Dental Office							AS		P	P	P	P	P											
Medical Clinic							AS		P	P	P	P	P											
Personal Services							AS		P	P	P	P	P	P										
Professional Office						S	S		P	P	P	P	P	P										
Retail Commercial, No Outdoor Storage or Activities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Antique shops									P	P	P	P	P											
Bake shop									P	P	P	P	P	P	P									
Bakery plant													P	P	P									
Convenience store									S	P	P	P	P	P	P									
Convenience store, with gas											P	P	P	P	P									
Dry cleaning drop-off site									P		P	P	P	P										
Gas station												P	P	P	P									
Laundromat—Self Service						A	AS		P		P	P	P	P										
Medical Marijuana Dispensing Facility									AS	S	S	P	P											
Minor repair shop												P	P	P	P									
Pet services, no outdoor activities									S	P	P	P	P											
Pharmacy									AS	S	S	P	P											
Recreation, indoor, commercial- Greater than 10,000 s.f.										S	P	P	P											
Recreation, indoor, commercial- Small Scale (10,000 s.f. or less)										P	P	P	P											
Restaurant—Conventional Sit-down.									P	P	P	P	P	P										
Cafeterias						A	A		P	P	P	P	P	P										
Delicatessens						A	P		P	P	P	P	P	P										

Exhibit "A" - Page 3 of 5

Restaurant—Short-order; min. seating for 20									S	P	P	P	P	P									
Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20										S	S	P	P	P									
Retail sales										P		P											
Retail shops						AS			P	P	P	P	P	P									
Repair shop for small appliances									P	P	P	P	P	P									
Shopping center less than 20,000 s.f.											P	P	P	P									
Shopping center small, 20,000—50,000 s.f.											S	P	P										
Shopping center large, more than 50,000 s.f.												P	P										
Retail Commercial Outdoor Storage and Displays Allowed	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON					
Agricultural roadside stand	P												P	P									
Artisan production, small scale									S	P	S	S	P	S									
Artisan production, large scale												S	P	P									
Automotive paint/body shop													P	P	P								
Boat and water craft sales, service and light repair												P	P	P									
Farm equipment sales													P	P									
Major automotive repairs													P	P	P								
Manufactured home sales and/or RV sales													P	P	P								
Marinas						A	A						P	P									
Mobile Food Vending									S	P	S	P	P	P	P	P	P						
Nursery with outdoor displays/storage												P	P	P									
Parking lot - Stand alone			S	S	S	S	S		S	S	S	P	P	P									
Pet services: indoor/outdoor												P	P	P									
Private club: indoor/outdoor									P	P	P	P	P	P									
Recreation, outdoor, commercial												P	P	P									
Recreational vehicle sales and accessory servicing												P	P	P									
Recycling center (outdoor)														P	P								
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance												P	P	P									
Retail sales, outdoor activities												P	P	P									
Retail services, outdoor activities												P	P	P									
Vehicle dealership, except RVs												P	P	P									
Vehicle sales, used												P	P	P									
Vehicle repair shop													P	P									

Exhibit "A" - Page 4 of 5

Non-retail or Service Commercial	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Contractor storage yard													P	P	P			
Heavy equipment sales/repair													P	P	P			
Personal Storage Units										AS		S	P	P	P			
Mini-warehouse													P	P	P			
Petroleum, bulk, storage and distribution														P	P			
Radio and television studios and offices									P	P	P	P	P	P	P			
Recreation vehicle repair, assembly or overhaul													P	P	P			
Septic tank storage/service														P	P			
Boat repair, overhaul and assembly													P	P	P			
Warehouse														P	P			
Wholesale distributor <50,000 sq. ft.													P	P	P			
Wholesale distributor 50,000+ sq. ft.														P	P			
Alcoholic Beverage Establishments	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P			
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S			
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S			
Package Stores										P	S	P	P	P	P			
Light Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Airports/aviation uses														C	C	C		
Food processing/packaging														P	P			
Freight/trucking terminal														P	P			
Light industrial park														P	P			
Manufacture of finished products													P	P	P			
Printing/publishing													P	P	P			
Propane gas													P	P	P			
Research and development facilities									S	S	S	P	P	P	P	P		
Heavy Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Auto/vehicle salvage															P			
Citrus processing plant	P														P			
Cold storage and frozen food lockers														P	P			

Exhibit “A” - Page 5 of 5

									S	S	S	S	S	S	S	S	S	S		
Communication towers									S	S	S	S	S	S	S	S	S	S		
Antennas					A	A			A	S	S	S	S	S	S	S	S	S		
Concrete plant																P	S	S		
Crate and pallet plant																P	P	P		
Dairy	P														P	P	P	P		
Dry cleaning plant																P	P	P		
Industrial park																P	P	P		
Junkyard, general																P	P	P		
Junkyard for vehicles																P	P	P		
Laundry plant															P	P	P	P		
Manufacturing															P	P	P	P		
Mining	C															C	C	C		
Storage of sand/gravel/blocks															P	P	P	P		
Truck/vehicle repair for large vehicles/trucks														P	P	P	P	P		
Truck stop														P	P	P	P	P		
Public Service Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	C-4	I-1	I-2	I-2	PI	PR	CON
Public buildings and grounds/public facilities									P	P	P	P	P	P	P	P	P	P	P	P
Power substation/utility buildings	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P
Education and Cultural Facilities/Institutional Uses/Recreation Uses/Conservation Uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	C-4	I-1	I-2	I-2	PI	PR	CON
Cemetery	S	S	S	S	S	S						P	P					P	P	
Church/religious meeting place		S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P	P	P	
Golf course	P	P	P	P	P	S		P				P	P	P	P	P	P	P	P	
Hospital												P	P					P		
Private school (Preschool—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	P	P	
Park/open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public school (K—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, indoor, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Recreation, outdoor, public	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P	P	P
Social centers/museums		S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P	P	P	
Vocational/technical school												P	P	P	P	P	P	P		
University/college, small scale									S			P	P	P	P	P	P	P		
University/college, large scale												P	P	P	P	P	P	P		

Exhibit "B"
Page 1 of 1

Revisions to Article IX, Section 21-531, Definitions

New language underlined in red and deleted language is ~~stricken through~~ in red.

Club, private means an association of persons for some common purpose, but not including groups organized primarily to render a service which is customarily carried on as a business. This definition shall include, but not be limited to, the terms "lodge," "fraternal orders" and "societies" and shall apply to all social organizations ~~not operated for a profit other than for their own purpose.~~

Recreation uses, indoor commercial consist of uses in greater than 10,000 square feet of gross leasable space that share land use characteristics such as traffic-generation rates and bulk (buildings) requirements. These uses include, but are not limited to, arcades and gaming rooms (excluding games of chance), billiards, bowling alleys, dance studios, escape rooms, schools for martial arts, indoor sporting centers, physical fitness centers, private clubs or lodges, movie theater, theaters and auditoriums, and indoor skating rinks.

Recreation uses, indoor commercial- Small Scale consist of uses in 10,000 square feet or less of gross leasable space that share land use characteristics such as traffic-generation rates and bulk (buildings) requirements. These uses include, but are not limited to, arcades and gaming rooms (excluding games of chance), billiards, bowling alleys, dance studios, escape rooms, schools for martial arts, indoor sporting centers, physical fitness centers, private clubs or lodges, movie theater, theaters and auditoriums, and indoor skating rinks.

DATE: October 8, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-26-26:** Administrative request to amend the Winter Haven Code of Ordinances, Chapter 21, Article II, Division 2, Table 21-32(A) (Table of Land Uses) to allow for the placement of off-site manufactured homes in the Residential Estate (RE), Single Family Residential- Large Lot (R-1), Single Family Residential- Small Lot (R-2), Multifamily Residential- Low Density (R-3), Multifamily Residential- Medium Density (R-4), and Mixed Use (MX) zoning districts in accordance with provisions contained in House Bill 399 as passed by the Florida Legislature during their 2026 Legislative Session.

BACKGROUND

House Bill 399 was passed during the Florida Legislature's 2026 regular session and was subsequently signed into law by the Governor. House Bill 399 adds Chapter 553.385 to Florida Statutes requiring off-site constructed housing be allowed in the same locations as conventional site-built housing. The effective date of this requirement is January 1, 2027.

To meet this requirement, manufactured homes will be added as a permitted use in the Residential Estate (RE), Single Family Residential- Large Lot (R-1), Single Family Residential- Small Lot (R-2), Multifamily Residential- Low Density (R-3), Multifamily Residential- Medium Density (R-4), and Mixed Use (MX) zoning districts. Each of these zoning districts presently allow for the placement of modular homes as a permitted use. The general difference between the two housing types is a manufactured home is constructed off-site on a metal chassis and set up on a lot while a modular home is constructed off-site and attached to a permanent foundation on a lot. As the Multifamily Residential- High Density (R-5) zoning district does not allow for single family residential, the City is not required to allow manufactured housing in this district. Additionally, the Agriculture (AG) zoning district already permits both single-family residential and manufactured housing.

This request simply adds manufactured homes as a permitted use to the RE, R-1, R-2, R-3, R-4, and MX zoning districts. No lot or building standards are being modified to specifically accommodate them. Any manufactured home set up on a lot located within one of these districts will be required to follow all of the applicable zoning district's lot and building standards.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request.

This is an ordinance pertaining to the amendment of the City's Land Development Regulations , which is enacted for compliance with House Bill 399 (2026). In accordance with Chapter 166.041(4)(c) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is an update to the permitted uses within the RE, R-1, R-2, R-3, R-4, and MX zoning districts and supports Goal 2.1, Strategy 2.1.3 of the Quality of Life Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-26 and authorize the City Manager or designee to take all necessary actions related thereto.

ATTACHMENT

- Ordinance O-26-26

ORDINANCE NO. O-26-26

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE II, TABLE 21-32(A), TABLE OF LAND USES, RELATING TO MANUFACTURED HOMES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2026 Florida Legislative Session the Florida Legislature passed, and the Governor subsequently signed, House Bill 399 relating to zoning parity for off-site constructed housing (manufactured homes); and

WHEREAS, House Bill 399 became effective July 1, 2026; and

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

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise Chapter 21, Article II, Table 21-32(A), Table of Land Uses by amending uses related to manufactured homes; and

WHEREAS, the request implements changes in state law, and therefore is exempt from requiring a Business Impact Estimate as set forth by Chapter 166.041(4)(c) Florida Statutes.

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

1. That Chapter 21, Article II, Table 21-32(A), Table of Land Uses, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

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

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

4. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this

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

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

INTRODUCED on first reading/public hearing this 26th day of October, 2026.

PASSED on second reading/public hearing this 9th day of November, 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.

Exhibit "A" Page 1 of 5

New text is underlined in red.

Table 21-32(A)
Table of Land Uses

Category/Use																			
Key to Table: P = Permitted Use; A = Accessory Use; S = Special Use approval required; C = Conditional Use approval required																			
Single Family Detached and Auxiliary uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Single family, std. construction	P	P	P	P	P	P			P									
Single family, modular home	P	P	P	P	P	P			P									
Single family, manufactured home	P	P	P	P	P	P		P	P									
Agricultural uses with house	P																	
Caretaker's Cottage															P	P	P	
Fruit stand	P	P																
Accessory Residential Unit	P	P	P	P	P	P			P									
Home Occupation/Home-based Business	P	P	P	P	P	P	P	P	P									
Limited agricultural uses with house	P	P																P
Manufactured home park								P										
Private stable, one horse per acre, limited to two horses	P	P																
RV park								S										
Servants Quarters	P	P	P															
Multiple Family Residential	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Multi-unit Residential Building					P	P	P		P	P		P						
Zero Lot Line House					P	S												
Dormitory						P	P		P							P		
Duplex, twin house					P	P			P									
Garden Apartment, atrium house					P													
Patio house					P	P			P									
Rooming House/Boarding House						S	S											
Townhouse					P	P			P	P								
Group Care Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Adult family care home, Family day care home, Family foster home		P	P	P	P	P		P	S									
Special needs facility					S	S	P		P		P	P				P		
Child care facility					S	S	AS		S	S	P	P				P		
Adult day care center					S	S	AS		P		P	P				P		
Assisted living facility					S	P	P		P		P	P				P		
Foster care facility					S	S	P		P		P	P				P		

Exhibit “A” Page 2 of 5

Group home facility						S	S	P		P		P	P					P						
Hospice residential unit						S	S	P		P		P	P					P						
Nursing Home								P		P														
Transitional Housing								S																
Lodging	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Bed and breakfast	P	P	P	P	P	P			P	P	P	P	P	P										
Hotel/motel							S		S	P		P	P	P										
RV campground								S					P	P										
Offices/Services	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Business office						S			P	P	P	P	P	P										
Clubs, community/fraternal									P	P	P	P	P	P										
Crematorium													P	P	P									
Funeral home/mortuary									S		S	P	P	P										
Medical/Health-care/Dental Office							AS		P	P	P	P	P											
Medical Clinic							AS		P	P	P	P	P											
Personal Services							AS		P	P	P	P	P	P										
Professional Office						S	S		P	P	P	P	P	P										
Retail Commercial, No Outdoor Storage or Activities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Antique shops									P	P	P	P	P											
Bake shop									P	P	P	P	P	P	P									
Bakery plant													P	P	P									
Convenience store									S	P	P	P	P	P	P									
Convenience store, with gas											P	P	P	P	P									
Dry cleaning drop-off site									P		P	P	P	P										
Gas station												P	P	P	P									
Laundromat—Self Service						A	AS		P		P	P	P	P										
Medical Marijuana Dispensing Facility									AS	S	S	P	P											
Minor repair shop												P	P	P	P									
Pet services, no outdoor activities									S	P	P	P	P											
Pharmacy									AS	S	S	P	P											
Recreation, indoor, commercial											P	P	P											
Restaurant—Conventional Sit-down.									P	P	P	P	P	P										
Cafeterias						A	A		P	P	P	P	P	P										
Delicatessens						A	P		P	P	P	P	P	P										
Restaurant—Short-order; min. seating for 20									S	P	P	P	P	P										

Exhibit “A” Page 3 of 5

Restaurant—Drive-in, drive-thru or walk-up; and short-order with seating for less than 20											S	S	P	P	P									
Retail sales											P		P	P										
Retail shops							AS		P	P	P	P	P	P	P									
Repair shop for small appliances									P	P	P	P	P	P										
Shopping center less than 20,000 s.f.												P	P	P	P									
Shopping center small, 20,000—50,000 s.f.												S	P	P										
Shopping center large, more than 50,000 s.f.													P	P										
Retail Commercial Outdoor Storage and Displays Allowed	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON						
Agricultural roadside stand	P												P	P										
Artisan production, small scale									S	P	S	S	P	S										
Artisan production, large scale												S	P	P										
Automotive paint/body shop													P	P	P									
Boat and water craft sales, service and light repair												P	P	P										
Farm equipment sales													P	P										
Major automotive repairs													P	P	P									
Manufactured home sales and/or RV sales													P	P	P									
Marinas						A	A						P	P										
Mobile Food Vending									S	P	S	P	P	P	P	P	P							
Nursery with outdoor displays/storage												P	P	P										
Parking lot - Stand alone			S	S	S	S	S		S	S	S	P	P	P										
Pet services: indoor/outdoor												P	P	P										
Private club: indoor/outdoor												P	P	P										
Recreation, outdoor, commercial												P	P	P										
Recreational vehicle sales and accessory servicing												P	P	P										
Recycling center (outdoor)														P	P									
Rental of motor scooters, motorcycles, automobiles or any other self-propelled conveyance												P	P	P										
Retail sales, outdoor activities												P	P	P										
Retail services, outdoor activities												P	P	P										
Vehicle dealership, except RVs												P	P	P										
Vehicle sales, used												P	P	P										
Vehicle repair shop													P	P										

Exhibit "A" Page 4 of 5

Non-retail or Service Commercial	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Contractor storage yard													P	P	P			
Heavy equipment sales/repair													P	P	P			
Personal Storage Units										AS		S	P	P	P			
Mini-warehouse													P	P	P			
Petroleum, bulk, storage and distribution														P	P			
Radio and television studios and offices									P	P	P	P	P	P	P			
Recreation vehicle repair, assembly or overhaul													P	P	P			
Septic tank storage/service														P	P			
Boat repair, overhaul and assembly													P	P	P			
Warehouse														P	P			
Wholesale distributor <50,000 sq. ft.													P	P	P			
Wholesale distributor 50,000+ sq. ft.														P	P			
Alcoholic Beverage Establishments	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.a.)										P		P	P	P	P			
Small Scale Drinking Establishment (See Sec. 21-96(f)1.i.b.)										S		S	S	S	S			
Large Scale Drinking Establishment/Nightclub (See Sec. 21-96(f)2.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.a.)										S		S	S	S	S			
Bottle Clubs and Banquet Halls (See Sec. 21-96(f)3.i.b.)										S		S	S	S	S			
Package Stores										P	S	P	P	P	P			
Light Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Airports/aviation uses														C	C	C		
Food processing/packaging														P	P			
Freight/trucking terminal														P	P			
Light industrial park														P	P			
Manufacture of finished products													P	P	P			
Printing/publishing													P	P	P			
Propane gas													P	P	P			
Research and development facilities									S	S	S	P	P	P	P	P		
Heavy Industry	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON
Auto/vehicle salvage															P			
Citrus processing plant	P														P			

Exhibit “A” Page 5 of 5

Cold storage and frozen food lockers																P	P						
Communication towers								S	S	S	S	S	S	S	S	S	S	S					
Antennas						A	A	A	S	S	S	S	S	S	S	S	S	S					
Concrete plant																	P						
Crate and pallet plant																	P						
Dairy	P															P	P						
Dry cleaning plant																	P						
Industrial park																	P						
Junkyard, general																	P						
Junkyard for vehicles																	P						
Laundry plant															P	P							
Manufacturing															P	P							
Mining	C															C							
Storage of sand/gravel/blocks															P	P							
Truck/vehicle repair for large vehicles/trucks														P	P	P							
Truck stop														P	P	P							
Public Service Facilities	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON					
Public buildings and grounds/public facilities									P	P	P	P	P	P	P	P	P	P					
Power substation/utility buildings	S	S	S	S	S	S	S	S	S	S	P	P	P	P	P	P	P	P					
Education and Cultural Facilities/Institutional Uses/Recreation Uses/Conservation Uses	AG	RE	R1	R2	R3	R4	R5	RM	MX	C-1	C-2	C-3	C-4	I-1	I-2	PI	PR	CON					
Cemetery	S	S	S	S	S	S						P	P			P	P						
Church/religious meeting place		S	S	S	S	S	P	S	S	P	P	P	P	P	P	P	P						
Golf course	P	P	P	P	P	S		P				P	P	P	P	P	P						
Hospital												P	P			P							
Private school (Preschool—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P						
Park/open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Public school (K—12)	P	P	P	P	P	S	S	P	P	P	P	P	P	P	P	P	P						
Recreation, indoor, public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P						
Recreation, outdoor, public	P	P	P	P	P	P	S	P	P	P	P	P	P	P	P	P	P	P					
Social centers/museums		S	S	S	S	S	S	S	P	P	P	P	P	P	P	P	P						
Vocational/technical school												P	P	P	P	P							
University/college, small scale									S			P	P	P	P	P							
University/college, large scale												P	P	P	P	P							

DATE: October 29, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment
Chris Reeder, Chief Financial Officer
Katrina Hill, Director of Public Affairs & Communication
Hiep Nguyen, Smart City Officer

SUBJECT: Approval of Grants Management Software Agreement with OpenGov

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BACKGROUND

The City currently utilizes OpenGov software for asset management, budgeting and planning, and procurement. The proposed amendment to the City's existing OpenGov agreement would add its Grants Management solution to support the administration of the State Housing Initiatives Partnership (SHIP) funding, Community Redevelopment Agency (CRA) grants, and other City grant and aid programs.

Staff from Economic Opportunity & Community Investment, Information Technology, Financial Services, and Public Affairs & Communication evaluated multiple companies and software platforms. The evaluation considered the City's program requirements, application and review processes, reporting and accountability needs, and overall value. Staff determined that OpenGov provides the features necessary to administer these programs at a good value while expanding the City's existing software platform.

The key features of the OpenGov Grants Management solution include:

- **Online Application Portal:** Provides a central location for applicants to submit applications, required documentation, and subsequent reports.
- **Custom Program Workflows:** Allows the City to configure eligibility requirements, application forms, funding allocations, review processes, and deadlines for individual SHIP, CRA, and other grant and aid programs.
- **Review and Approval Management:** Routes applications through staff review, scoring where applicable, and defined approval processes with role-based permissions.
- **Compliance and Reporting:** Supports eligibility screening, document collection, monitoring requirements, and tracking of reports and reimbursement requests.

- **Financial Tracking:** Provides a consolidated view of program allocations, awarded funds, expenditures, and remaining balances.
- **Transparency and Recordkeeping:** Supports public-facing program information, centralized records, reporting, and an audit trail of actions and approvals.

The benefits of adding OpenGov Grants Management include:

- **Increased Efficiency:** Reduces manual processes and duplication by managing applications, reviews, awards, and reporting within a single system.
- **Improved Applicant Experience:** Creates a more consistent, accessible process for submitting and tracking grant and aid applications.
- **Greater Accountability:** Improves documentation, oversight, and reporting of the City's grant and aid programs.
- **Cost-Effective Implementation:** Builds upon the City's existing relationship with OpenGov rather than introducing an entirely separate software platform.

FINANCIAL IMPACT

The total cost for OpenGov Grants Management software and implementation services is $116,485.85 for a 21-month term. The initial cost is $62,157.77, which includes a one-time implementation fee of $23,352.00 and is budgeted in the FY27 Internal Service Fund. The cost for the remaining 12 months is $54,328.08 and will be budgeted within the Internal Service Fund for the future fiscal year. This purchase meets the City's Purchasing requirements.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.4 – Pursue emerging opportunities to embrace new technology, infrastructure, and enterprise opportunities.
- **Strategy:** 3.4.2 – Ensure an organizational culture that embraces innovation and the adoption of new technology.
- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Goal:** 6.3 – Continue to evolve the ways in which information about local government is communicated.

RECOMMENDATION

Staff recommends the City Commission approve an amendment to the City's existing agreement with OpenGov, Inc., to add its Grants Management solution at a total cost of $116,485.85 for a 21-month term, including software subscription and implementation services, and authorize the City Manager to execute all documents and take all other necessary actions related to the purchase approved herein.

ATTACHMENTS

- OpenGov Grants Management Quote (Q-21889)
- OpenGov Sub-Award Program Management Overview
- OpenGov Purchasing Affidavits
- OpenGov Contract Addendum

OpenGov

OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number:	Q-21889	**Prepared By:**	Zak Aossey
Created On:	10/26/2026	**Email:**	zaossey@opengov.com
Order Form Expiration:	11/21/2026	**Contract Term:**	21 Months
Subscription Start Date:	01/01/2027		
Subscription End Date:	09/30/2028		

Customer Information:

Customer:	City of Winter Haven, FL	**Contact Name:**	Katrina Hill
Bill To/Ship To:	551 Third Street NW Winter Haven, Florida 33880 United States	**Email:** **Phone:**	khill@mywinterhaven.com (863) 291-5600

Order Details:

Billing Frequency: Prepaid

Payment Terms: Net 30 Days

SOFTWARE SERVICES:

Product Name	Start Date	End Date	Annual Fee
Grants Management - Essentials	01/01/2027	09/30/2027	$38,805.77
Grants Management - Essentials	10/01/2027	09/30/2028	$54,328.08

PROFESSIONAL SERVICES:

Product Name	Start Date	Description	Fee
Grants Management Implementation Services Package	01/01/2027	Grants Management Implementation Services Package - Basic	$23,352.00

Professional Services Total: $23,352.00

Travel and Expense (Billed as incurred and not to exceed): $0.00

Customer Billing/Service Periods:

Period: **Total:**

01/01/2027	$62,157.77
10/01/2027	$54,328.08

Order Form Legal Terms:

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at https://opengov.com/terms-of-service/master-services-agreement/. The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has been reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Winter Haven, FL:

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

EXCLUSIONS FROM THE PROCUREMENT PROCESS

A list of exclusions is as follows:

a) Agreements between the City Commission and non-profit organizations or governmental entities, including the procurement, transfer, sale or exchange of goods and/or services.

b) Purchase/payment of dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; expert witnesses; lobbying services; abstracts of titles for real property; title insurance for real property; debt service payments; bank fees; court reporter services; water, reclaimed water, telecommunication and data/internet services, sewer, refuse, and electrical; copyrighted materials; patented materials; attorney services and litigation support services; fees and costs of job-related seminars and training including but not limited to travel accommodations and transportation; tax payments for certain services covered by a signed contract, payroll deductions, and insurance premiums.

c) Goods and/or services given or accepted by the City via grant, gift or bequest.

d) Real property transactions.

e) Any contract awarded by the State of Florida; any contract which has been let to the lowest qualified and responsible bidder pursuant to competitive sealed bids by a county, municipality, school board, other units of local government in Florida; the Florida Sheriff's Association; or the Florida Association of Counties (commonly referred to as "piggyback purchases").

f) Any contract pursuant to a Request for Proposal which has been let to a responsive, responsible proposer pursuant to competitive sealed proposals by any county, municipality, school board or other units of government, and/or similar entity.

g) Items purchased for resale to the general public.

h) Purchases from private cooperative groups, organizations, or a Federal General Services Contract when the best interests of the City would be served thereby, provided Procurement has attempted to obtain three (3) written or verbal quotes and those quotes confirm that the contract price is lower than the price available from vendors who are not a party to said contract.

i) The repair of wrecked City vehicles which have been designated for repair by the Fleet Maintenance Superintendent, or designee.

j) Purchases of educational tests, text books, printed instructional materials, films, filmstrips, video-tapes, disks, tapes, recordings, or similar licensed or copyrighted audio-visual materials, computer software and/or similar electronic platforms/apps, library books, reference books, periodicals, printed library cards, and other copyrighted materials where these items are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

k) The binding of insurance policies and insurance premiums.

l) Travel accommodations and transportation, payments relating to payroll deductions, tax payments, and other liabilities necessary to discharge requisite obligations of the City.

m) The purchase and disposal of Police K-9 (work) Dogs, however, both the purchase and the disposal must be approved by the City Manager in writing.

n) Purchases using Confiscation / Forfeiture money that are otherwise made in accordance with Florida Statutes and Police Department Policies.

o) Repairs to vehicles / equipment / items that require major dis-assembly or transport or that in some other way do not lend themselves to the normal bid process.

p) Postage, including postage prepayments, postage purchases, postage escrow accounts, and postage payments, or refunds.

q) Fuel purchases on the approved Fleet Fuel Card.

r) Government Assistance (Grants) Pass-Thru Payments (ie: Keystone Funds, etc).

s) Technology Services Licensing Agreement Renewals.

t) The purchase of Used, Demo, Floor Model, or Test Sample items that do not lend themselves to the normal bid process.

u) Consultant services, determined in writing by the City Manager to have a level of skills and/or creativity warranting procurement in lieu of a competitive bid or quote process (see “consultant services” definition #16 of this Manual).

v) Artistic services that due to their unique nature do not lend themselves to typical procurement via price bids or RFPs. Items such as musical performances for City events, art displays for City parks, etc.

PREPARED FOR THE CITY OF WINTER HAVEN

Sub-Award Program Management

The outbound grant process: one system to run the City's not-for-profit agency grant program and each CRA's grant programs, from application through reporting and payment, in place of today's manual process.

Package
Grants Management — Standard

Date
October 26, 2026

Prepared by
Zak Aossey, OpenGov

What the City asked for and where it lives

Each requirement from the City's outbound grant process maps to a capability in the Standard package's Sub-Award Program Management module. Nothing below requires the City to track its own inbound grants in the system.

CITY REQUIREMENT	STANDARD	HOW IT WORKS IN OPENGOV
Portal for grant applicants	INCLUDED	Each program publishes a public NOFA link where agencies apply online. Applicants log in to a structured portal to submit applications, documents, invoices, and reports against the fields and deadlines the City defines. One login covers every City and CRA program an agency participates in.
Grant application management with custom workflows	INCLUDED	Programs are set up per funder: the not-for-profit agency program and each CRA get their own eligibility rules, application form, funding allocation, reporting cadence, and key dates. Applications route through review and scoring, then into a configurable approval chain with role-based steps, dollar thresholds, and separation of duty (submitters cannot self-approve).
Compliance checks	INCLUDED	Eligibility screening at intake, partner risk rating, SAM.gov exclusion screening, and §200.332 determinations recorded on each partner. Monitoring schedules with overdue flags, and compliance flags across the portfolio (missed reports, desk reviews due, spend off pace) surface before funds go out.
Reporting requirements — agencies log in and submit	INCLUDED	Partners submit performance reports, reimbursement requests, and supporting documentation through the portal on the cadence the program sets. Submissions attach to the partner and program record, and staff see allocation, expended, and remaining per partner on one dashboard.
Transparency portal for all grant processes	INCLUDED	Every program carries a public NOFA page with the program description, funding available, eligibility, and application window. Program and partner activity is reportable from the same record, so the City can publish awards, allocations, and outcomes across all programs from one source.

Programs can be funded from local or internal allocations (CRA tax increment, General Fund) as well as federal pass-through dollars, so no federal parent award is required to run a program.

How a program runs

1 · SET UP

Build the program

Name the program, set the funding source and total allocation, define eligibility, the application form, scoring criteria, reporting cadence, and dates. Publish the NOFA link. Repeat per CRA.

2 · APPLY

Agencies apply online

Applicants create an account, complete the application, and upload required documents. Status is visible to the applicant and to staff. Incomplete or ineligible applications are flagged at intake.

3 · REVIEW AND AWARD

Score, approve, allocate

Reviewers score against the rubric. Awards move through the City's approval chain. Approved partners get a sub-award record with budget, conditions, and reporting schedule attached.

4 · REPORT AND PAY

Partners report, City disburses

Partners submit reports and reimbursement requests through the portal. Staff review, approve, and release payment with the full record, documents, and audit trail on the program.

Also in the Standard package

Document repository	Every file on the program or partner record
Immutable audit log	Every submission, approval, and payment, with attribution
AI invoice extraction and 2 CFR 200 search	Faster reimbursement review
Inbound award tracking, ledger, federal reports	Available when the City wants it; not required

The inbound capabilities sit in the same system and can be turned on later without a new purchase.

Integrations

Current ERP (system of record)	Disbursements and encumbrances
OpenGov Procurement & Contract Management	Sub-recipient contracts and POs linked to awards
OpenGov Budgeting & Performance	Program allocations tied to the City budget
Single sign-on	Shared OpenGov login for City staff

ERP integration is scoped during implementation and carries forward if the City moves to OpenGov Financials.

Affidavit Regarding the Use of Coercion for Labor and Services

Name of Vendor: OpenGov, Inc.

Address: 660 3rd Street, Suite 100, San Francisco, CA 94107

Phone Number: (650) 336-7167

Authorized Representative's Name: Elise En-En Cole

Authorized Representative's Title: Chief Legal Officer

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Elise En-En Cole

The foregoing instrument was acknowledged before me this 27 day of Nov., 2024, by ELISE EN-EN COLE, as Chief Legal Officer of Opengov, Inc., a Corporation, on behalf of the said Corporation who is (___) personally known to me or (X) produced a CA driver's license as identification.

Jennifer Frazier
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 131492357

Notarized Online with NotaryLive.com

Notary Public, State of Texas
Commission no.: 131492357
My commission expires: 03/16/2026

Affidavit Regarding Foreign Countries of Concern

Name of Vendor: OpenGov, Inc.

Address: 660 3rd Street, Suite 100, San Francisco, CA 94107

Phone Number: 650) 336-7167

Authorized Representative's Name: Elise En-En Cole

Authorized Representative's Title: Chief Legal Officer

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true. Elise En-En Cole

The foregoing instrument was acknowledged before me this 27 day of Nov, 2024, by ELISE EN-EN COLE, as Chief Legal Officer of Opengov, Inc., a Corporation, on behalf of the said Corporation who is (___) personally known to me or (X) produced a CA driver's license as identification.

Jennifer Frazier
Notary Public, State of Texas
Comm. Expires 03-16-2026
Notary ID 131492357

Notarized Online with NotaryLive.com

Notary Public, State of Texas
Commission no.: 131492357
My commission expires: 03/16/2026

Notarized by: Jennifer Frazier
Time: 2024-11-27 22:51:40 UTC
URL: https://notarylive.com/tu/cdp/HPSB4T
Access ID: HPSB4T
Pin: ZHSJJH

CITY OF WINTER HAVEN CONTRACT ADDENDUM

This *City of Winter Haven Contract Addendum* ("Addendum") is agreed upon by the parties and appended to the agreement(s), purchase(s), order(s), form(s), service(s), package(s), term(s), and contract(s) identified below by reference by title (together collectively the "Contract" or the "Contract Documents"), between the City of Winter Haven, Florida, a Florida municipal corporation (the "City") and the following Vendor (collectively, the "Parties"):

Name of Vendor: OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107

Name of Contract: Cartegraph Solutions Purchase Agreement dated July 1, 2021; Contract Addendum to Purchase Amendment; OpenGov Order Form Number OG-00FL2411

§ 1. Initial Provisions and Fact Findings.

The Parties agree upon the following initial provisions and factual findings:

(a) The City is authorized to enter into the Contract and this Addendum as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. The resulting contract, articulated by the Contract Documents as a whole, is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes.

(b) Copies of the Cartegraph Solutions Purchase Agreement dated July 1, 2021, the Contract Addendum to Purchase Amendment, and OpenGov Order Form Number OG-00FL2411 are made a part hereof by reference.

(c) Notwithstanding anything in the Contract, Vendor and the City acknowledge and agree that the Effective Date of the Contract and this Addendum is the date that the governing body of the City approves and enters into the Contract and this Addendum at a duly called open public meeting.

(d) Vendor represents that it is authorized to transact business in the State of Florida.

(e) Vendor and the City acknowledge and represent that certain amendments to the Contract are desirable and necessary in order to comply with applicable Florida law.

(f) Vendor acknowledges and agrees that the Contract and this Addendum are governed by Florida law.

(g) Vendor and the City acknowledge that the City's entry into the Contract, remission of payments, and performance thereunder, is contingent upon the terms and conditions set forth in this Addendum.

(h) Vendor acknowledges and represents that, in consideration for the City's entry into the Contract and this Addendum, and the City's performance thereunder, Vendor has agreed to provide and perform its obligations and services in strict accordance with Florida law, including by way of explanation, but not limitation, Chapters 119, 267, and 668 of the Florida Statutes.

(i) Vendor represents that, prior to executing this Addendum, it has reviewed this Addendum with its legal counsel and fairly negotiated this Addendum at arm's length.

(j) The City acknowledges that the Contract and this Addendum are in the best interest of the City of Winter Haven and its citizens and residents, and execution of the Contract and this Addendum will promote the health, safety and welfare of the citizens and residents of the City of Winter Haven, Florida.

(k) Vendor and the City acknowledge, represent, and agree that mutual consideration has been given, receipt of which is duly acknowledged, in consideration and exchange for entry into this Addendum.

§ 2. Definitions.

Words used in the Contract and Addendum, as well as any and all attachments and exhibits incorporated therein and made a part of the Contract Documents, shall possess their everyday and ordinary meanings, *provided however*, that where one of the following listed terms is used, such term shall possess its corresponding meaning, as follows:

Day(s) means calendar day(s) unless specifically stated otherwise.

Calendar Day(s) means any day(s) in a 365-day calendar year.

Business Day(s) means that (or those) calendar day(s) which is (or are) not a Saturday, a Sunday, or a holiday where the City's City Hall is closed for the transaction of ordinary business (a "City Holiday").

§ 3. Primacy of Addendum.

This Addendum contains specific terms and conditions that are applicable to purchases of goods and services made by the City of Winter Haven, Florida, a Florida municipal corporation. Notwithstanding anything in the Contract Documents to the contrary, whether expressly made or determined to exist by implication, the terms of this Addendum shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract Documents.

§ 4. Calculation of Time.

Unless expressly specified otherwise in the Contract Documents, the calculation of any time period expressed in days or the determination of the number of days that have passed between events or occurrences shall be based on calendar days and every calendar day of the period shall be counted including intermediate Saturdays, Sundays and City Holidays. Unless expressly specified otherwise specified in the Contract Documents, any time period expressed in days that is prescribed in or by the Contract Documents shall commence on the day immediately following the event triggering such time period and shall expire at midnight on the last day of the same, provided that if the last day of the period is a Saturday, Sunday, or City Holiday, the period continues to run until the next day that is not a Saturday, Sunday, or City Holiday. Time periods expressed in the Contract Documents that are not contingent upon an action or event shall commence on the day immediately following the Effective Date.

§ 5. Governing Law; Home Venue Privilege.

The Contract and this Addendum are made in the City of Winter Haven, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Contract, the Addendum, the Contract Documents, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the Effective Date, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 6. Financial Matters; City Performance Subject to Appropriation; Invoices; Applicability of the Florida Local Government Prompt Payment Act

(a) The City's obligation to perform under the Contract Documents and furnish payment to Vendor is expressly subject to appropriation of sufficient public funds by the City Commission of the City of Winter Haven, Florida. The City has appropriated funds for OpenGov Order Form Number OG-00FL2411 through September 30, 2025. In the event the City Commission of the City of Winter Haven, Florida, fails to appropriate sufficient funds to satisfy the City's payment obligations to Vendor of any kind or type, the City or the Vendor may immediately terminate the Contract and this Addendum and be released from any future responsibility or liability thereunder.

(b) Invoices for services shall be sent to: City of Winter Haven – Finance Dept., P.O. Box 2277, Winter Haven, Florida 33883-227, or preferably, emailed to finance-AP@mywinterhaven.com, or at such other address as may be directed by the City to the

Vendor in writing from time to time.

(c) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2023), are incorporated herein as if set forth in full, and shall control all payments made by the City to the Vendor required by the Contract Documents. To the extent there is conflict between the text of the Contract Documents and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 7. Public Records Compliance.

Pursuant to Section 119.0701(1)(a) of the Florida Statutes, Vendor agrees to:

(a) Keep and maintain Public Records required by the City to perform the Services specified herein.

(b) Upon request from the City's custodian of Public Records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contracted work or service if Vendor does not transfer the Public Records to the City.

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

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

HAVEN, FL 33881.

If Vendor does not comply with a public records request, the City shall enforce this contract provision, which may include immediate termination.

§ 8. Sovereign Immunity; Limitations of City's Liability.

(a) City is a sovereign Florida municipal government. The Parties agree that nothing contained in the Contract Documents shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total potential liability of the City to the Vendor shall not exceed the agreed-upon price established in the Contract Documents, or any related purchase order, subject to annual appropriation performance contingencies. For all other matters, the Parties agree that the total potential liability of the City to the Vendor shall not exceed the limits of the City's potential liability as determined by the State of Florida's waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. The Parties also agree that the City shall not be liable to the Vendor for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment.

(b) The Parties agree that the maximum value and monetary limits of any individual express City indemnification and all collective express City indemnifications found in the Contract Documents, if any exist, shall not exceed the limits of the City's potential liability as determined by the State of Florida's waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligation to indemnify or the underlying cause for indemnity is based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. Notwithstanding anything in the Contract Documents to the contrary, to the extent that the City has agreed to an express indemnification, the Parties agree that no City indemnity shall require the City to defend Vendor and no City indemnity shall indemnify Vendor from and against attorneys' fees and costs, fees and costs for experts and witnesses, costs of suit, or any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment. This limitation provision shall not be construed to create a duty for the City to indemnify the Vendor in the absence of an independent express indemnification clause.

(c) This Section shall survive termination of the Contract and this Addendum.

§ 9. Required Clauses.

Pursuant to Florida Statutes, the following provisions are added to the Contract Documents:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the

State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of $35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Vendor acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into the Contract, this Addendum, the Contract Documents, and the resulting contract with the City.

(b) *Scrutinized Companies.* Section 287.135, Florida Statutes, prohibits the City from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria. Vendor acknowledges that it is not on the State of Florida Scrutinized Companies that Boycott Israel list, is not presently engaged in a boycott of Israel, is not on the State of Florida Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

(c) *E-Verify.* By contracting with the City, the Vendor becomes obligated under Florida law to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, this Addendum, the Contract Documents, and all purchase orders if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

(d) *No Consideration of Social, Political, and Ideological Interests.* The provisions of Section 287.05701 of the Florida Statutes prohibit local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor.

(e) *Contracting with Foreign Entities.* By executing this Contract, Vendor

certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Vendor to access the personal identifying information of any individual, Vendor agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(f) *No Coercion for Labor or Services.* By executing this Contract, Vendor certifies, pursuant to Section 787.06(13), Florida Statutes under penalty of perjury, that it does not obtain labor or services by the use of coercion, by using or threatening to use physical force against any person; by restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; by using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; by destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; by causing or threatening to cause financial harm to any person; by enticing or luring any person by fraud or deceit; or by providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

§ 10. <u>Force Majeure.</u>

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party

shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 11. Notices.

All notices under the Contract, this Addendum, and the Contract Documents shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE CITY:

T. Michael Stavres, City Manager
City of Winter Haven, Florida
Physical Address: 451 Third Street NW, Winter Haven, Florida 33831

WITH COPY TO: (*which **shall not** constitute notice*)

Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Contract, this Addendum, and the Contract Documents, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 12. Compliance with Laws.

Vendor agrees to comply with any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of City of Winter Haven, and of any and all other public authority which may be applicable.

§ 13. Assignment by Vendor.

The Contract shall hereby be assigned to OpenGov, Inc. and the City expressly consents to such assignment.

The contract expressed by the Contract, this Addendum, and the Contract

Documents shall not be assigned by the Vendor, or any successor thereto, in whole or in part without the prior written consent of the City, which shall not be unreasonably withheld.

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

[*Signatures Follow on Pages 10 and 11*]

City of Winter Haven Contract Addendum
to:
Cartegraph Solutions Purchase Agreement dated July 1, 2021, Contract Addendum to Purchase Amendment, and OpenGov Order Form Number 00FL2411

Signature Page for Vendor

Vendor:

Executed this ____ day of _____, 2024

By: _____

Name:_____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this _____ day of _____, 2024, by _____, as __ _____, on its behalf, who is personally known to me or who has produced _____ as identification.

_____
Notary Public, State of _____
Printed Name:_____
My commission expires:_____

City of Winter Haven Contract Addendum
to:
Cartegraph Solutions Purchase Agreement dated July 1, 2021, Contract Addendum to Purchase Amendment, and OpenGov Order Form Number 00FL2411

City of Winter Haven, Florida:

Executed this ____ day of _____, 2024

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

DATE: October 29, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Hiep Nguyen, Smart City Officer

SUBJECT: Approval of Info-Tech Research Group Service Agreement

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BACKGROUND

Info-Tech Research Group is a leading IT research and advisory firm providing actionable, data-driven insights to over 30,000 professionals. They offer membership-based services including expert consulting, diagnostic tools, and practical, step-by-step methodologies to accelerate projects, improve IT operations, and guide strategic decision-making in areas like security, data, and software buying.

Core Services & Offerings:

- Diagnostic Programs: Data-driven tools to measure IT department performance, security maturity, and identify gaps for improvement.
- Practical Tools & Templates: A library of actionable resources designed to accelerate IT projects and streamline processes.
- Research & Advisory: Unbiased, research-backed advice provided via reports, workshops, and over-the-phone consultations with industry analysts.
- Consulting Services: Expert-led engagements focusing on IT strategy, operating model optimization, vendor management, and enterprise architecture.
- Software Reviews Platform: Provides in-depth, data-driven software vendor evaluations and buying insights.

The Technology Services Department utilizes Info-Tech Research Groups services to train staff, adopt best practices, and build a high-functioning IT department.

FINANCIAL IMPACT

The total cost for Info-Tech Research Group services is $170,636.26 for a three-year term. The 1st year cost is $53,544.58. The annual cost for the subsequent years is $58,545.84, and will be budgeted within the Internal Service Fund for future fiscal years.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.4 – Continue to cultivate a team made up of high-quality talent, capable of bringing fresh perspective and creative ideas, serving as good ambassadors of the City through all service areas.
- **Strategy:** 6.4.6 Evaluate current and innovative / alternative job structures and benefit strategies to address workforce needs.
- **Pillar:** Infrastructure
- **Goal:** 3.4 – Pursue emerging opportunities to embrace new technology, infrastructure, and enterprise opportunities.
- **Strategy:** 3.4.2 Ensure an organizational culture that embraces innovation and the adoption of new technology.
- **Pillar:** Community Safety
- **Goal:** 5.1 – Ensure protection of technological resources and infrastructure through proactive approach to cybersecurity

RECOMMENDATION

Staff recommends the City Commission approve the Info-Tech Research Group Service Agreement for $170,636.26 for a three-year term and authorize the City Manager or his designee to execute the Agreement and take all other necessary actions incidental to the implementation of same.

ATTACHMENTS

- Info-Tech Research Group Service Agreement
- City of Winter Haven Contract Addendum

City Of Winter Haven

Service Proposal

INFO~TECH
RESEARCH GROUP

Anna Mezinski
Senior Manager, Membership Support
amezinski@infotech.com
1-888-670-8889 ext.3310
September 8, 2026

Hi Hiep,

On behalf of our entire team at Info-Tech Research Group, I am pleased to present this proposal for IT Research and Advisory services to you and your IT department at City Of Winter Haven.

Info-Tech's IT Research and Advisory membership provides you with access to our powerful diagnostic tools and key research to help you systematically improve your IT department's performance.

To help you maximize the impact of your membership, we also provide an unmatched level of member service.

I welcome the opportunity to work with you and your IT executives at City Of Winter Haven. Should you have questions at any time, please contact me directly at your convenience.

Sincerely,

Anna Mezinski
Senior Manager, Membership Support
amezinski@infotech.com
1-888-670-8889 ext.3310

Info-Tech Research Group Inc

3960 Howard Hughes Parkway
Suite 500, Las Vegas, NV, USA
89169

infotech.com

Proposal prepared for:

Hiep Nguyen

City Of Winter Haven
451 3rd St NW, Winter Haven, Florida,
United States 33881-3402

SERVICE AGREEMENT WITH INFO-TECH RESEARCH GROUP INC

Service Start Date: 06/11/2026 || Contract Length (months): 36
Contact: Hiep Nguyen

City Of Winter Haven

Products

Term 1: Nov 06, 2026 - Nov 05, 2027

Code	Name	List Unit Price	Net Unit Price	Quantity	Net Total
C26BS-001G-00	SE Core Membership - 1-Seat Based on minimum package requirements met, this membership includes IT Vendor Price Benchmarking for 2 Contracts and IT Vendor Negotiation Assistance for 2 Contracts	USD 0.00	USD 0.00	1	USD 0.00
26-007	Counselor Membership Designated Executive Counselor, Unlimited IT Contract Review Service, Unlimited Software Selection Engagements, One Info-Tech LIVE Ticket, and all Features of the Advisory Membership	USD 56,952.14	USD 39,866.50	1	USD 39,866.50
26-101	Team Membership Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	USD 4,977.33	USD 3,981.86	2	USD 7,963.72
26-036	Industry /SE Deep Insights Tailored To Your Industry	USD 8,614.61	USD 5,714.36	1	USD 5,714.36
21-102	Reference Membership Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	USD 0.00	USD 0.00	4	USD 0.00
26-040	Leadership Summit Pass One-time Leadership Summit event pass, a three-day immersive experience to develop a comprehensive enterprise IT Key Initiative Plan	USD 5,264.48	USD 0.00	1	USD 0.00
				Term 1 Total	**USD 53,544.58**

Term 2: Nov 06, 2027 - Nov 05, 2028

Code	Name	List Unit Price	Net Unit Price	Quantity	Net Total
C26BS-001G-00	SE Core Membership - 1-Seat Based on minimum package requirements met, this membership includes IT Vendor Price Benchmarking for 2 Contracts and IT Vendor Negotiation Assistance for 2 Contracts	USD 0.00	USD 0.00	1	USD 0.00

26-007	Counselor Membership Designated Executive Counselor, Unlimited IT Contract Review Service, Unlimited Software Selection Engagements, One Info-Tech LIVE Ticket, and all Features of the Advisory Membership	USD 56,952.14	USD 39,866.50	1	USD 39,866.50
26-101	Team Membership Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	USD 4,977.33	USD 3,981.86	2	USD 7,963.72
26-036	Industry /SE Deep Insights Tailored To Your Industry	USD 8,614.61	USD 5,714.36	1	USD 5,714.36
21-102	Reference Membership Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	USD 0.00	USD 0.00	4	USD 0.00
26-040	Leadership Summit Pass One-time Leadership Summit event pass, a three-day immersive experience to develop a comprehensive enterprise IT Key Initiative Plan	USD 5,264.48	USD 5,001.26	1	USD 5,001.26
				Term 2 Total	**USD 58,545.84**

Term 3: Nov 06, 2028 - Nov 05, 2029

Code	Name	List Unit Price	Net Unit Price	Quantity	Net Total
C26BS-001G-00	SE Core Membership - 1-Seat Based on minimum package requirements met, this membership includes IT Vendor Price Benchmarking for 2 Contracts and IT Vendor Negotiation Assistance for 2 Contracts	USD 0.00	USD 0.00	1	USD 0.00
26-007	Counselor Membership Designated Executive Counselor, Unlimited IT Contract Review Service, Unlimited Software Selection Engagements, One Info-Tech LIVE Ticket, and all Features of the Advisory Membership	USD 56,952.14	USD 39,866.50	1	USD 39,866.50
26-101	Team Membership Access to core research content - project blueprints, Info-Tech Academy, online Leadership training, software selection content, tools and templates library	USD 4,977.33	USD 3,981.86	2	USD 7,963.72
26-036	Industry /SE Deep Insights Tailored To Your Industry	USD 8,614.61	USD 5,714.36	1	USD 5,714.36
21-102	Reference Membership Access to core research content - project blueprints, Info-Tech Academy, software selection content, tools and templates library	USD 0.00	USD 0.00	4	USD 0.00
26-040	Leadership Summit Pass One-time Leadership Summit event pass, a three-day immersive experience to develop a comprehensive enterprise IT Key Initiative Plan	USD 5,264.48	USD 5,001.26	1	USD 5,001.26
				Term 3 Total	**USD 58,545.84**

Contract Total	**USD 170,636.26**

All items stated on this document are in USD and is subject to applicable taxes.

Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List (GSA) - GS-35F-298GA
Payment Terms Prompt payment terms 0%, Net 30 days

Billing Frequency: Annual

Unless otherwise stated, consulting and workshop engagements do not include travel and expenses, which will be charged in addition to the fees listed. Workshops purchased as part of membership expire without refund or credit at the end of the membership period covered by the purchase. Workshops purchased outside membership expire without refund or credit 1-year after purchase. Please work with your member services representative to select and schedule workshops prior to expiration.

Subject to applicable taxes. If your company is tax exempt, please provide a valid tax exemption certificate with the signed proposal. This Service Agreement is subject to the terms of the Federal Supply Schedule for Info-Tech, available online, including s 552.238-114 (Use of Federal Supply Schedule Contracts by Non-Federal Entities) of the GS-35F-298GA Contract Clause

Unless agreed to in writing, any customer terms, including purchase order terms and conditions, are of no force or effect. By signing this Service Agreement, you agree to pay the fees set out herein annually for the term indicated.

This proposal has a definite expiry date of October 3, 2026.

Please return this signed Service Agreement to Info-Tech by DocuSign, email amezinski@infotech.com or fax (1-519-432-2506). Please include PO if required. Thank you for your business!

_____

The signature below affirms your commitment to pay for the services ordered in accordance with the terms of this Service Agreement and the GSA Approved Terms of Use.

If you are tax exempt, please provide tax exemption certificate.

Name _____ Signature _____

Title _____ Date _____

CITY OF WINTER HAVEN CONTRACT ADDENDUM

This *City of Winter Haven Contract Addendum* ("Addendum") is agreed upon by the parties and appended to the agreement(s), purchase(s), order(s), form(s), service(s), package(s), term(s), and contract(s) identified below by reference by title (together collectively the "Contract" or the "Contract Documents"), between the City of Winter Haven, Florida, a Florida municipal corporation (the "City") and the following Vendor (collectively, the "Parties"):

Name of Vendor: Info-Tech Research Group
345 Ridout Street
North London, Ontario N6A 2N8 Canada
Name of Contract: Info-Tech Research Group Agreement

§ 1. Initial Provisions and Fact Findings.

The Parties agree upon the following initial provisions and factual findings:

(a) The City is authorized to enter into the Contract and this Addendum as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. The resulting contract, articulated by the Contract Documents as a whole, is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes.

(b) Copies of the Info-Tech Research Group Agreement are made a part hereof by reference.

(c) Notwithstanding anything in the Contract, Vendor and the City acknowledge and agree that the Effective Date of the Contract and this Addendum is the date that the governing body of the City approves and enters into the Contract and this Addendum at a duly called open public meeting.

(d) Vendor represents that it is authorized to transact business in the State of Florida.

(e) Vendor and the City acknowledge and represent that certain amendments to the Contract are desirable and necessary in order to comply with applicable Florida law.

(f) Vendor acknowledges and agrees that the Contract and this Addendum are governed by Florida law.

(g) Vendor and the City acknowledge that the City's entry into the Contract, remission of payments, and performance thereunder, is contingent upon the terms and conditions set forth in this Addendum.

(h) Vendor acknowledges and represents that, in consideration for the City's entry into the Contract and this Addendum, and the City's performance thereunder, Vendor has agreed to provide and perform its obligations and services in strict accordance with Florida law, including by way of explanation, but not limitation, Chapters 119, 267, and 668 of the Florida Statutes.

(i) Vendor represents that, prior to executing this Addendum, it has reviewed this Addendum with its legal counsel and fairly negotiated this Addendum at arm's length.

(j) The City acknowledges that the Contract and this Addendum are in the best interest of the City of Winter Haven and its citizens and residents, and execution of the Contract and this Addendum will promote the health, safety and welfare of the citizens and residents of the City of Winter Haven, Florida.

(k) Vendor and the City acknowledge, represent, and agree that mutual consideration has been given, receipt of which is duly acknowledged, in consideration and exchange for entry into this Addendum.

§ 2. Definitions.

Words used in the Contract and Addendum, as well as any and all attachments and exhibits incorporated therein and made a part of the Contract Documents, shall possess their everyday and ordinary meanings, *provided however*, that where one of the following listed terms is used, such term shall possess its corresponding meaning, as follows:

Day(s) means calendar day(s) unless specifically stated otherwise.

Calendar Day(s) means any day(s) in a 365-day calendar year.

Business Day(s) means that (or those) calendar day(s) which is (or are) not a Saturday, a Sunday, or a holiday where the City's City Hall is closed for the transaction of ordinary business (a "City Holiday").

§ 3. Primacy of Addendum.

This Addendum contains specific terms and conditions that are applicable to purchases of goods and services made by the City of Winter Haven, Florida, a Florida municipal corporation. Notwithstanding anything in the Contract Documents to the contrary, whether expressly made or determined to exist by implication, the terms of this Addendum shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract Documents.

§ 4. Calculation of Time.

Unless expressly specified otherwise in the Contract Documents, the calculation of any time period expressed in days or the determination of the number of days that have passed between events or occurrences shall be based on calendar days and every calendar day of the period shall be counted including intermediate Saturdays, Sundays and City Holidays. Unless expressly specified otherwise specified in the Contract Documents, any time period expressed in days that is prescribed in or by the Contract Documents shall commence on the day immediately following the event triggering such time period and shall expire at midnight on the last day of the same, provided that if the last day of the period is a Saturday, Sunday, or City Holiday, the period continues to run until the next day that is not a Saturday, Sunday, or City Holiday. Time periods expressed in the Contract Documents that are not contingent upon an action or event shall commence on the day immediately following the Effective Date.

§ 5. Governing Law; Home Venue Privilege.

The Contract and this Addendum are made in the City of Winter Haven, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Contract, the Addendum, the Contract Documents, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the Effective Date, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida, Tampa Division. The Parties waive any objection to jurisdiction and venue in such courts.

§ 6. Financial Matters; City Performance Subject to Appropriation; Invoices; Applicability of the Florida Local Government Prompt Payment Act

(a) The City's obligation to perform under the Contract Documents and furnish payment to Vendor is expressly subject to appropriation of sufficient public funds by the City Commission of the City of Winter Haven, Florida. In the event the City Commission of the City of Winter Haven, Florida, fails to appropriate sufficient funds to satisfy the City's payment obligations to Vendor of any kind or type, the City or the Vendor may immediately terminate the Contract and this Addendum and be released from any future responsibility or liability thereunder.

(b) Invoices for services shall be sent to: City of Winter Haven – Finance Dept., P.O. Box 2277, Winter Haven, Florida 33883-227, or preferably, emailed to finance-AP@mywinterhaven.com, or at such other address as may be directed by the City to the Vendor in writing from time to time.

(c) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2025), are incorporated herein as if set forth in full, and shall control all payments made by the City to the Vendor required by the Contract Documents. To the extent there is conflict between the text of the Contract Documents and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 7. Public Records Compliance.

Pursuant to Section 119.0701(1)(a) of the Florida Statutes, Vendor agrees to:

(a) Keep and maintain Public Records required by the City to perform the Services specified herein.

(b) Upon request from the City's custodian of Public Records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the contracted work or service if Vendor does not transfer the Public Records to the City.

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

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

If Vendor does not comply with a public records request, the City shall enforce this contract provision, which may include immediate termination.

§ 8. Sovereign Immunity; Limitations of City's Liability.

(a) City is a sovereign Florida municipal government. The Parties agree that nothing contained in the Contract Documents shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total potential liability of the City to the Vendor shall not exceed the agreed-upon price established in the Contract Documents, or any related purchase order, subject to annual appropriation performance contingencies. For all other matters, the Parties agree that the total potential liability of the City to the Vendor shall not exceed the limits of the City's potential liability as determined by the State of Florida's waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. The Parties also agree that the City shall not be liable to the Vendor for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment.

(b) The Parties agree that the maximum value and monetary limits of any individual express City indemnification and all collective express City indemnifications found in the Contract Documents, if any exist, shall not exceed the limits of the City's potential liability as determined by the State of Florida's waiver of sovereign immunity set forth in the version of § 768.28(5) of the Florida Statutes in effect as of the Effective Date, regardless of whether any such obligation to indemnify or the underlying cause for indemnity is based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. Notwithstanding anything in the Contract Documents to the contrary, to the extent that the City has agreed to an express indemnification, the Parties agree that no City indemnity shall require the City to defend Vendor and no City indemnity shall indemnify Vendor from and against attorneys' fees and costs, fees and costs for experts and witnesses, costs of suit, or any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature or interest for the period before judgment. This limitation provision shall not be construed to create a duty for the City to indemnify the Vendor in the absence of an independent express indemnification clause.

(c) This Section shall survive termination of the Contract and this Addendum.

§ 9. Required Clauses.

Pursuant to Florida Statutes, the following provisions are added to the Contract Documents:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime,

may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of $35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Vendor acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into the Contract, this Addendum, the Contract Documents, and the resulting contract with the City.

(b) *Scrutinized Companies.* Section 287.135, Florida Statutes, prohibits the City from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria. Vendor acknowledges that it is not on the State of Florida Scrutinized Companies that Boycott Israel list, is not presently engaged in a boycott of Israel, is not on the State of Florida Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Cuba or Syria.

(c) *E-Verify.* By contracting with the City, the Vendor becomes obligated under Florida law to comply with the provisions of Section 448.095(5)(a), Florida Statutes, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of the Contract, this Addendum, the Contract Documents, and all purchase orders if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

(d) *No Consideration of Social, Political, and Ideological Interests.* The provisions of Section 287.05701 of the Florida Statutes prohibit local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor.

(e) *Contracting with Foreign Entities.* By executing this Contract, Vendor certifies that it is not owned by the government of the People's Republic of China, the

Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in Section 287.138(1)(a) of the Florida Statutes, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Contract permits the Vendor to access the personal identifying information of any individual, Vendor agrees to notify the City in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under Section 287.138 of the Florida Statutes. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(f) *No Coercion for Labor or Services.* By executing this Contract, Vendor certifies, pursuant to Section 787.06(13), Florida Statutes under penalty of perjury, that it does not obtain labor or services by the use of coercion, by using or threatening to use physical force against any person; by restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; by using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; by destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; by causing or threatening to cause financial harm to any person; by enticing or luring any person by fraud or deceit; or by providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person. Vendor agrees to furnish the City with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

§ 10. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with

the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 11. Notices.

All notices under the Contract, this Addendum, and the Contract Documents shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE CITY:

T. Michael Stavres, City Manager
City of Winter Haven, Florida
Physical Address: 451 Third Street NW, Winter Haven, Florida 33831

WITH COPY TO: (*which **shall not** constitute notice*)

Frederick J. Murphy, Jr., City Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Contract, this Addendum, and the Contract Documents, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 12. Compliance with Laws.

Vendor agrees to comply with any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of City of Winter Haven, and of any and all other public authority which may be applicable.

§ 13. Assignment by Vendor.

The contract expressed by the Contract, this Addendum, and the Contract Documents shall not be assigned by the Vendor, or any successor thereto, in whole or in part without the prior written consent of the City, which shall not be unreasonably withheld.

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

[*Signatures Follow on Pages 10 and 11*]

City of Winter Haven Contract Addendum
to:
Info-Tech Research Group Agreement

Signature Page for Vendor

Vendor:

Executed this 11th day of September, 2026

By: _____

Name: Liam Ledgerwood

Title: Senior Legal Counsel

Province
~~STATE~~ OF Ontario
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11th day of September, 2026, by Liam Ledgerwood, as Senior Legal Counsel, on its behalf, ☑ who is personally known to me or ☐ who has produced _____ as identification.

_____
Notary Public, ~~State~~ of Ontario
Printed Name: Ryan Huggett
My commission expires: Does not expire
Barrister & Solicitor

City of Winter Haven Contract Addendum
to:
Info-Tech Research Group Agreement

City of Winter Haven, Florida:

Executed this _____ day of _____, 2026

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

Affidavit Regarding Foreign Countries of Concern

State of Florida
County of _____

Name of Vendor: Info-Tech Research Group Inc.

Address: 3960 Howard Hughes Parkway, Suite 500, Las Vegas NV, 89169

Phone Number: 1-888-670-8889

Authorized Representative's Name: Liam Ledgewood

Authorized Representative's Title: Senior Legal Counsel

Effective January 1, 2024, Section 287.138, Florida Statutes, prohibits a Florida governmental entity from entering into a contract that may grant or allow access to any individual's personal identifying information unless the contracting entity furnishes an affidavit signed by an officer or representative under penalty of perjury concerning foreign countries of concern.

As the person authorized to sign on behalf of the vendor, I certify that:

- The vendor is not owned by the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, or by any agency of or any other entity of significant control of any of such foreign country of concern.
- The government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic does not have a controlling interest in the vendor.
- The vendor is not organized under the laws of and does not have its principal place of business in the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

The foregoing instrument was acknowledged before me this 11th day of September, 2026, by Liam Ledgewood, as Senior Legal Counsel of Info-Tech Research Group Inc., a corporation, on behalf of the said corporation who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

_____
Notary Public, State of Ontario
Commission no.: 491951
My commission expires: Does not expire
Barrister & Solicitor

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of _____

Name of Vendor: Info-Tech Research Group Inc.

Address: 3960 Howard Hughes Parkway Suite 500, Las Vegas, NV 89169

Phone Number: 1-888-670-8889

Authorized Representative's Name: Liam Ledgerwood

Authorized Representative's Title: Senior Legal Counsel

Effective July 1, 2024, Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

As the person authorized to sign on behalf of the vendor, I certify that the vendor identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of Florida Statute 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

The foregoing instrument was acknowledged before me this 11th day of September, 2026, by Liam Ledgerwood, as Senior Legal Counsel of Info-Tech Research Group Inc., a corporation, on behalf of the said corporation who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

_____
Notary Public, State of Ontario
Commission no.: 491954
My commission expires: Does not expire
Barrister & Solicitor

DATE: October 29, 2026

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: Authorization for Travel and Training

BACKGROUND

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

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

Event:	Florida City/County Managers Association (FCCMA) Winter Institute
Dates and Location:	January 20-22, 2027, Clearwater, FL
Attendees:	City Manager Stavres and Deputy City Manager Carnevale

FINANCIAL IMPACT

Registration $425, hotel $518, and per diem/travel expenses per attendee. Expenses associated with the travel and training outlined above are accounted for within the City Manager's FY 27 budget.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.2 – Engage and participate in legislative matters (State and Federal) and advocate for Home Rule and local priorities.
- **Strategy:** 6.2.1 – Strategically engage in local, State and national professional organizations and coalitions.

RECOMMENDATION

Staff recommends the City Commission authorize travel as outlined above.

DATE: October 26, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: **Resolution: R-26-25:** Request by Vmar Dev, LLC & Villamar Community Development District (CDD) to vacate Tract G of the Villamar Phase 7 Subdivision Plat as recorded in Plat Book 211, Pages 50-57 of the Public Records of Polk County, Florida; **General Location**: East of Botticella Boulevard and north of Thompson Nursery Road.

BACKGROUND

Vmar Dev, LLC and Villamar CDD, request that the City Commission vacate Tract G of the Villamar Phase 7 subdivision plat generally located east of Botticella Boulevard and north of Thompson Nursery Road. Tract G was platted as a recreation, open space, common area tract on January 13, 2025. In November 2025, the City Commission approved Ordinance O-25-37, rezoning Tract G from Planned Unit Development Zoning District to Commercial Highway (C-3) Zoning District; and in January 2026, the City Commssion approved Ordinance O-26-06 contracting the CDD boundary which resulted in the removal of Tract G from the CDD boundaries. The petitioners propose to develop Tract G as a permitted commercial retail use consistent with its Commercial Highway (C-3) Zoning District.

The petitioner/owner of Tract G has consistent with the provisions of Chapter 177 of the Florida Statutes, applied to the City for the vacation of any rights, if any, in and to that portion of the plat identified as Tract G related to recreation, open space, and/or common area resulting in the return of Tract G to acreage. As part of the vacation process, the local utility companies were contacted as well as the City Engineering and Utilities Departments, no objection letters were received. As part of the redevelopment of this land which by virtue of this vacation will be returned to acreage, any abandoned/inactive utilities located within said lands proposed to be vacated will be removed at the petitioner's/owner's expense. As required by Chapter 177.101 Florida Statutes the petitioner/ owner ran two ads, on September 30th

and October 7th 2026 in the Winter Haven Sun advertising their intention to apply to the City to vacate Tract G which is a portion of the Villamar Phase 7 Subdivision Plat.

INFRASTRUCTURE

There are no known Public or franchised utility infrastructure within the Tract G to be vacated. City Departments and franchised utility providers have no objection to the vacation of Tract G.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request.

STRATEGIC PLAN ALIGNMENT

This is a routine action associated with subdivision plats, and is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Infrastructure Strategic Pillars.

NOTIFICATION

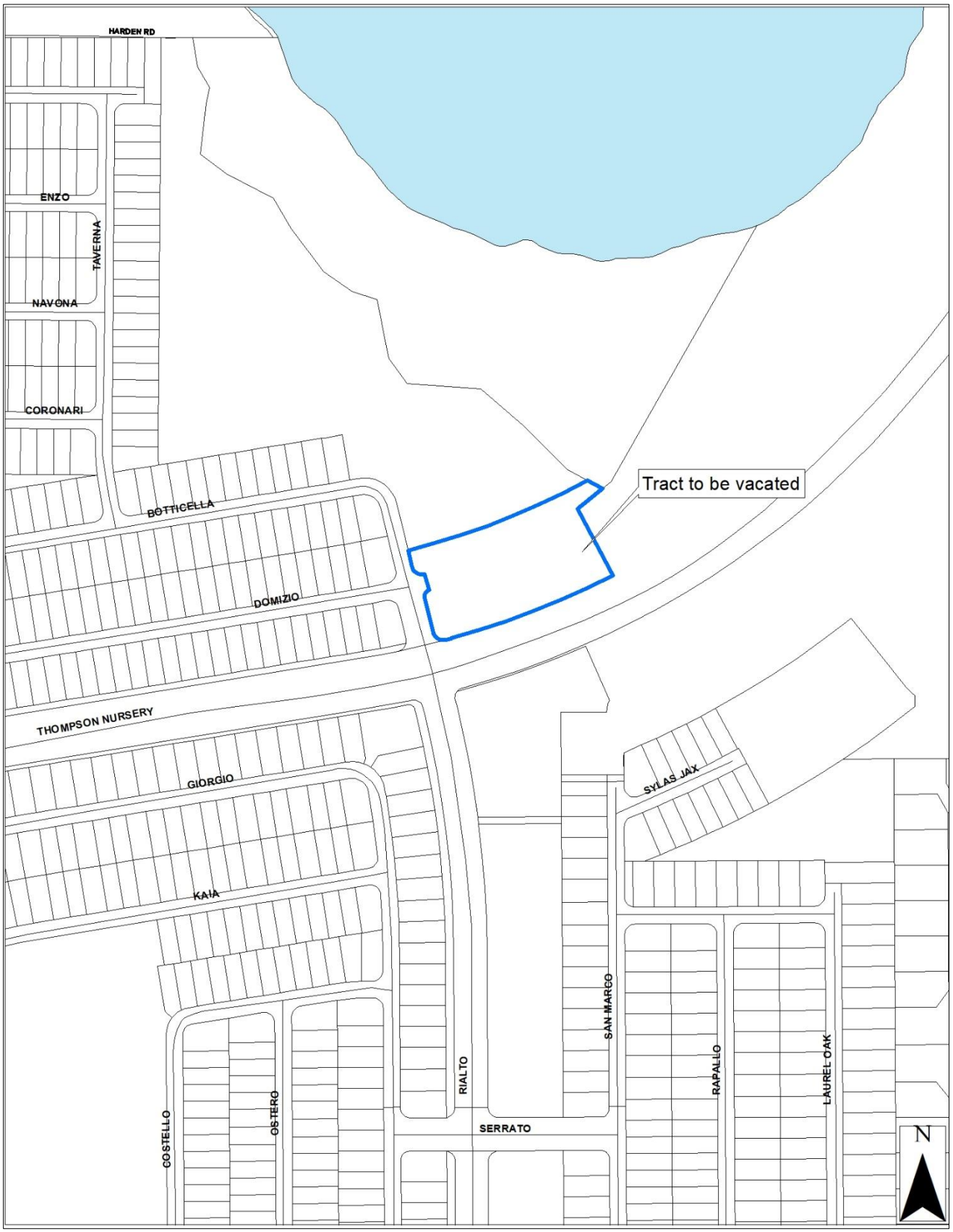
All public notification requirements for this request have been met.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-25 vacating the portion of the noted plat identified therein and authorize the City Manager or his designee to take all further necessary actions related thereto.

ATTACHMENTS

- Location Map
- Resolution R-26-25


HARDEN RD
ENZO
TAVERNA
NAVONA
CORONARI
BOTTICELLA
DOMIZIO
THOMPSON NURSERY
GIORGIO
KAIA
COSTELLO
OSTERO
RIALTO
SERRATO
SAN MARCO
RAPALLO
LAUREL OAK
SYLAS JAX
Tract to be vacated
N

Space for Recording

RESOLUTION R-26-25

A RESOLUTION REMOVING, VACATING AND ANNULING "TRACT G" OF THE "VILLAMAR PHASE 7 SUBDIVISION" AS RECORDED, IN PLAT BOOK 211, PAGES 50 THROUGH 57, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; LYING IN SECTIONS 14 & 15, TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY FLORIDA; AND PROVIDING FOR SEVERABILITY; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: Tract G located east of Botticella Boulevard and north of Thompson Nursery Road.)

WHEREAS, Vmar Dev LLC, and the Villamar CDD (hereinafter Petitioners/Owners) request that the City Commission of the City of Winter Haven, Florida, a municipal corporation remove, vacate, and annul "Tract G" of the Villamar Phase 7 Subdivision plat as recorded in Plat Book 211, Pages 50 through 57, Public Records of Polk County, Florida, lying within Sections 14 & 15, Township 29 South, Range 26 East, Polk County Florida and as depicted on the map on page 1 of Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, all public and franchised utility and infrastructure within Tract G , if any, which Tract G is being terminated, abandoned, vacated, and released herein has been relocated, removed, or abandoned, and new easements will be provided at no cost to the City if necessary; and

WHEREAS, the Petitioners/Owners, have complied with all requirements set forth in §177.101 of the Florida Statutes and §21-397 of the Winter Haven Code of Ordinances regarding the removing, vacating, and annulling Tract G which is a portion of the Villamar Phase 7 subdivision plat; and

WHEREAS, it is in the best interests of the residents, citizens, and otherwise advances a proper public purpose to remove, vacate, and annul Tract G from the Villamar Phase 7 subdivision plat;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA:

1. The above recitals are incorporated herein as part of the factual basis for the passage of this Resolution.

2. The City Commission does hereby remove, vacate, and annul Tract G" of the "Villamar Phase 7 Subdivision" as recorded in in Plat book 211, pages 50 through 57, Public Records of Polk County, Florida, lying within Sections 14 & 15, Township 29 South, Range 26 East, Polk County Florida as depicted in Exhibit "A"; returning the subject property into acreage.

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

4. All Resolutions in conflict with this Resolution are hereby repealed in order to give this Resolution full force and effect.

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

6. 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 9th day of November, 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.

Exhibit "A"
Page 1 of 2

EXHIBIT A
LEGAL DESCRIPTION

PARCEL ID: 262915-688506-004000

TRACT G OF VILLAMAR PHASE 7 AS RECORDED IN PLAT BOOK 211, PAGES 50-57, OFFICIAL RECORDS BOOK OF POLK COUNTY, FLORIDA.

CONTAINING: 2.31 ACRES, MORE OR LESS.

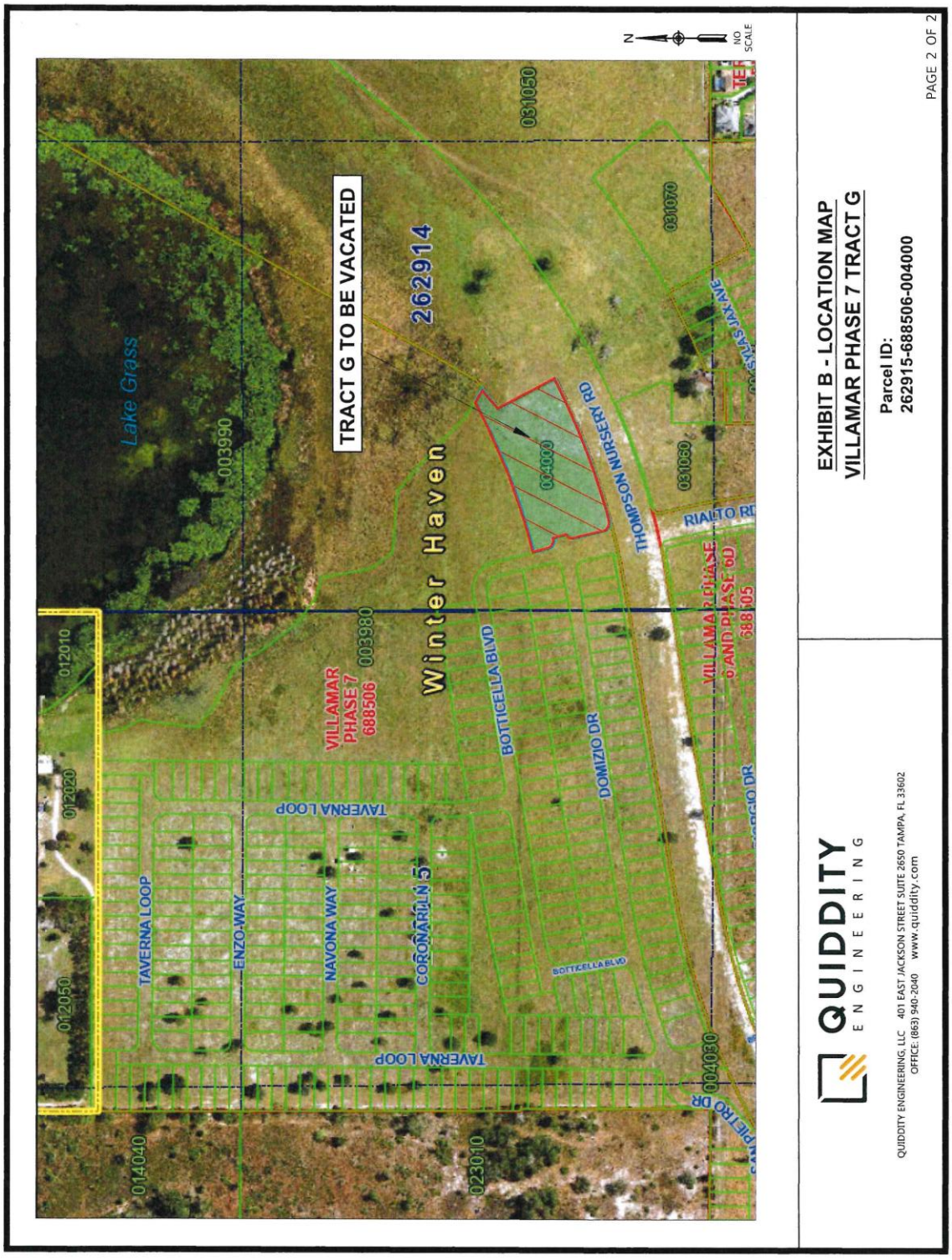
QUIDDITY ENGINEERING

QUIDDITY ENGINEERING, LLC 401 EAST JACKSON STREET SUITE 2650 TAMPA, FL 33602
OFFICE: (863) 940-2040 www.quiddity.com

EXHIBIT A - LEGAL DESCRIPTION
VILLAMAR PHASE 7 TRACT G

PAGE 1 OF 2

Exhibit "A"
Page 2 of 2



DATE: October 23, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: **Ordinance O-26-24:** Request by Ethan Falk, agent for Millers Landing, LLC to rezone a parcel from Planned Unit Development (PUD) zoning district to Commercial– Highway (C-3) zoning district. **General Location**: 6980 Cypress Gardens Boulevard. The area covered by this request is 4.68 ± acres.

BACKGROUND

Ethan Falk, agent for Millers Landing, LLC, requests the City rezone a parcel from Planned Unit Development (PUD) zoning district to Commercial– Highway (C-3) zoning district. The property totaling 4.68± acres, is located at 6980 Cypress Gardens Boulevard, and consists of three commercial retail buildings totaling 29,440 square feet, constructed in 2005. The petitioner is seeking a zoning change as the existing buildings and current uses are more consistent with the C-3 zoning district than the PUD zoning district.

The existing Millers Landing PUD was approved in 2003, and allows a mixture of residential and commercial uses. The permitted commercial uses are generally the lower intensity commercial and retail uses found in the C-3 zoning district. The requested C-3 zoning is more consistent with the continued commercial development along Cypress Gardens Boulevard and will allow for all of the commercial and retail uses found in the C-3 zoning district. The residential portion of Millers Landing along with a commercial outparcel will remain subject to PUD Ordinance O-03-07.

As the subject property is already developed, this request will have minimal impact on public infrastructure. Furthermore, any redevelopment of the subject property will require site plan review, including a concurrency review at that time.

SURROUNDING USES

Surrounding uses include medical offices to the north across Cypress Gardens Boulevard; a restaurant, and RV park to the east across Lake Bess Road; and residential subdivisions to the south and west.

INFRASTRUCTURE

As there are no proposed changes to the permitted uses and intensities, the maximum development potential is unchanged; therefore, there is no increase in potential infrastructure demands beyond what is currently allowed.

COMPREHENSIVE PLAN

The current adopted Future Land Use on the property is Regional Mixed-Use Hub. The requested Commercial– Highway (C-3) zoning district is consistent with the Future Land Use designation.

NOTIFICATION

All public notification requirements for this request were met.

FINANCIAL IMPACT

There is no direct financial impact to the City with this request.

This is a request initiated by an application by a private party. In accordance with Section 166.041 (4)(c)(7)(b) of the Florida Statutes, ordinances initiated by an application by a private party are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine zoning amendment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its October 6, 2026 regular meeting, voted to recommend approval of this request. No members of the public spoke regarding this request.

CONCLUSION

Staff's review of the petitioner's request yields the following conclusions:

- The requested C-3 zoning district is consistent with the existing commercial buildings and current uses on the property;

- The requested C-3 zoning district is consistent with the existing C-3 zoning and commercial uses found on other parcels along Cypress Gardens Boulevard; and

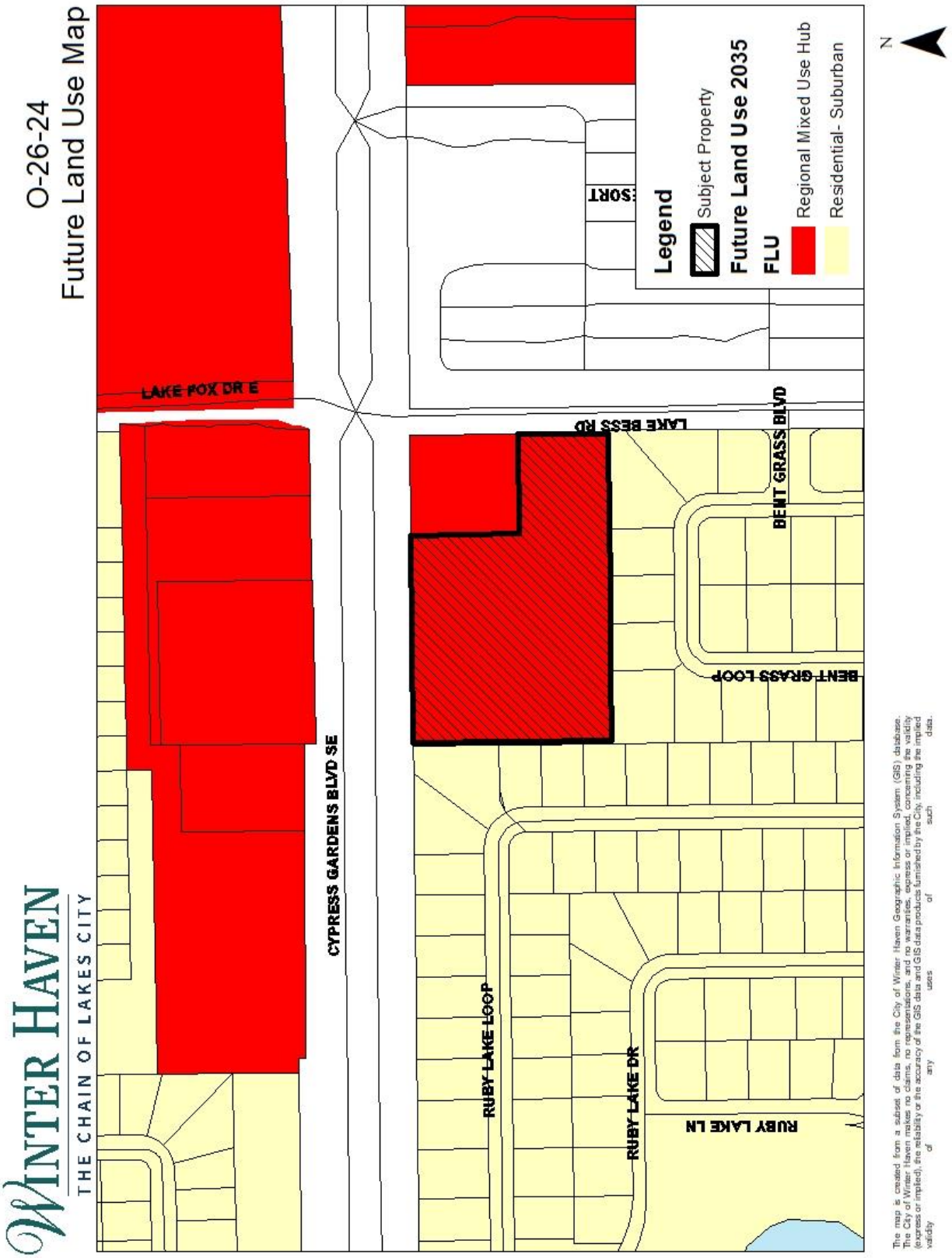
- The requested C-3 zoning district will allow a wider variety of retail activity not currently allowed under the existing PUD. Any future development on the site will be limited due to the existing site constraints.

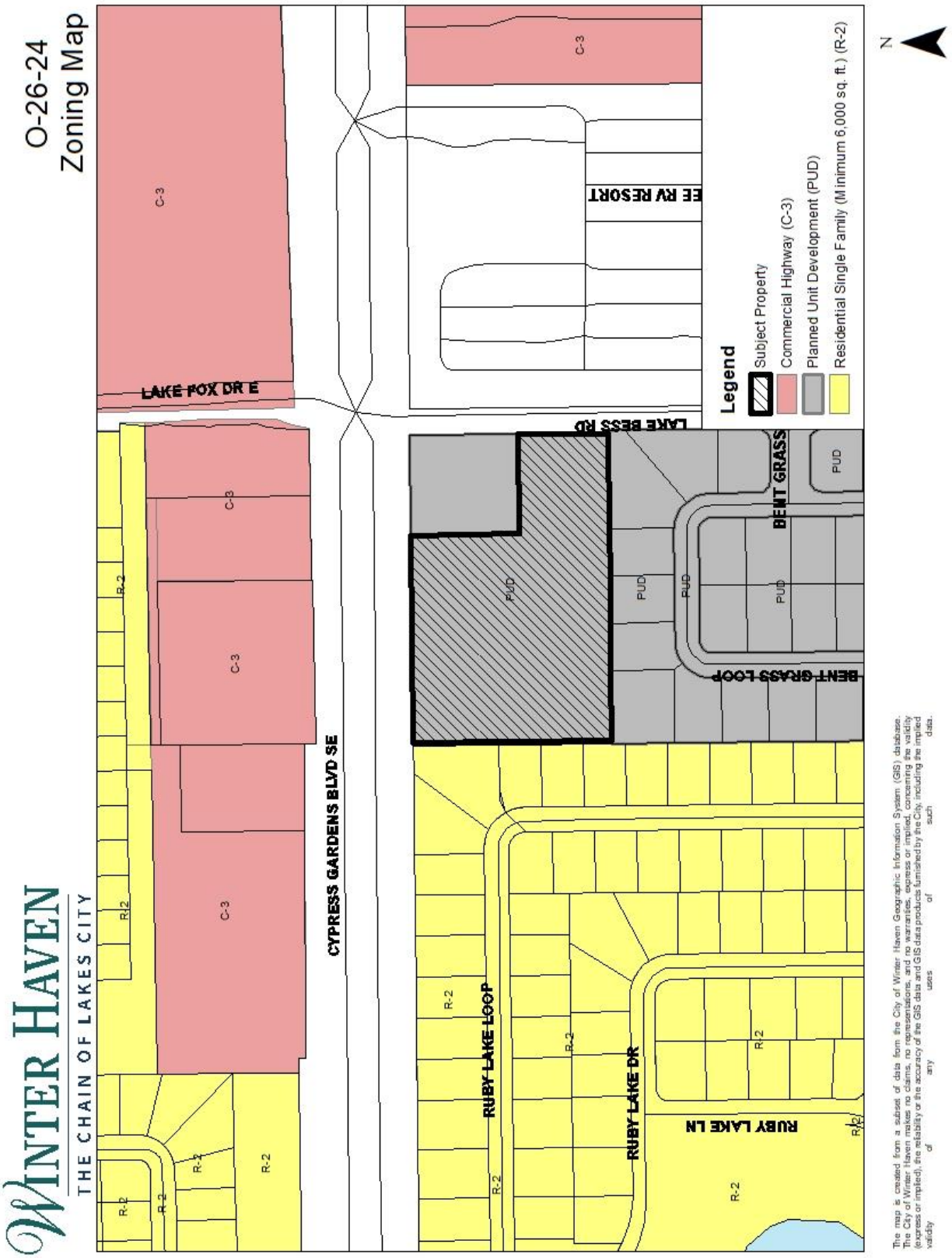
RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-24 and authorize the City Manager or his designee to take any further necessary actions related thereto.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-26-20


O-26-24
Future Land Use Map
Legend
Subject Property
Future Land Use 2035
FLU
Regional Mixed Use Hub
Residential- Suburban
N
LAKE FOX DR E
LAKE BESS RD
BENT GRASS BLVD
BENT GRASS LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
RUBY LAKE LN
WINTER HAVEN
THE CHAIN OF LAKES CITY


O-26-24
Zoning Map
N
Legend
Subject Property
Commercial Highway (C-3)
Planned Unit Development (PUD)
Residential Single Family (Minimum 6,000 sq. ft.) (R-2)
LAKE FOX DR E
LAKE BESS RD
EE RV RESORT
BENT GRASS
BENT GRASS LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
RUBY LAKE LN
C-3
PUD
R-2
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any such data.


O-26-24
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Legend
Subject Property
N
LAKE FOX DR E
LAKE BESS RD
BENT GRASS BLVD
BENT GRASS LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
RUBY LAKE LN
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

ORDINANCE NO. O-26-24

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING ONE (1) PARCEL FROM PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO COMMERCIAL-HIGHWAY (C-3) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 6980 Cypress Gardens Boulevard. The area covered by this request is 4.86 ± acres.)

WHEREAS, there has been a request to rezone the property described below, and;

WHEREAS, the action will further the general health, safety, and welfare and be a benefit to the City as a whole, and;

WHEREAS, the requested zoning is consistent with the Future Land Use Element of the 2035 Winter Haven Comprehensive Plan, and;

WHEREAS, the request is initiated by an application by a private party, and therefore is exempt from requiring a Business Impact Estimate as set forth by Section 166.041(4)(c)(7)(b) of the Florida Statutes.

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to rezone that land, described in Exhibit "A" attached hereto and made a part of this Ordinance, from Plan Unit Development (PUD) zoning district to Commercial-Highway (C-3) zoning district.

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

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

4. All ordinances in conflict herewith are hereby repealed but only to the extent of any conflicts.

5. This Ordinance shall be effective immediately upon passage at second reading; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 9th day of November, 2026.

PASSED on second reading this 23th day of November, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____

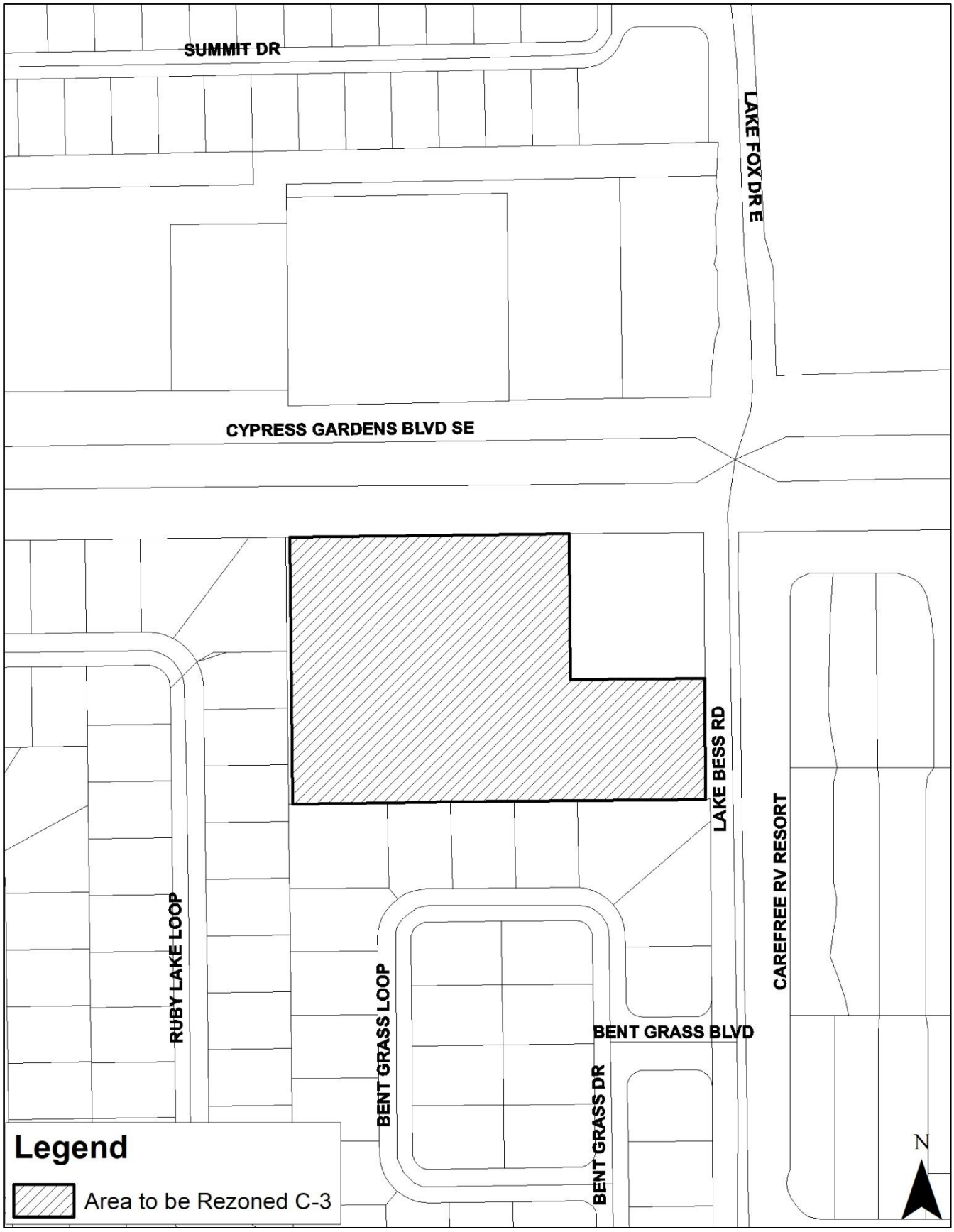
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


SUMMIT DR
LAKE FOX DR E
CYPRESS GARDENS BLVD SE
LAKE BESS RD
CAREFREE RV RESORT
RUBY LAKE LOOP
BENT GRASS LOOP
BENT GRASS BLVD
BENT GRASS DR
N
Legend
Area to be Rezoned C-3

DATE: October 27, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Reeder, Chief Financial Officer
Allen Weeks, Budget and Management Officer

SUBJECT: Ordinance No. O-26-27 an Ordinance Amending Ordinance O-25-29 appropriating funds for the fiscal year ending September 30, 2026

BACKGROUND

The annual budget is prepared on a line-item basis but budgetary compliance is maintained on the departmental level (cost center). At the conclusion of each fiscal year, budget transfers may occur to address shortfalls at the departmental level by transferring available budget funds within the fund and have no overall financial impact to the fund. Additionally, budget amendments may occur to allocate unanticipated levels of fund revenue to also address these shortfalls resulting in an increase in the budget.

Pursuant to F.S.166.241, the City may amend its budget within 60 days of the fiscal year-end. During fiscal year 2025-2026, certain projects required additional funding requiring budget amendments to fully fund the expenditures.

These amendments are necessary to align budgetary expenditures with actual activity and to maintain compliance with Government Accounting Standard Board (GASB) requirements and the City's financial policies. These changes correct budgetary shortfalls identified during the year and will ensure the City's records accurately reflect authorized and expended funds.

General Fund

The General Fund received a transfer from the Internal Service Fund in the amount of $25,353 for emergency HVAC repairs in the Senior Adult Center and electrical repairs in the Fieldhouse.

Library Fund

The Library Fund received a transfer from the General Fund in the amount of $30,195 and a transfer from the Internal Service Fund in the amount of $18,642 for emergency HVAC repairs.

Airport Fund

The Airport Fund received a grant from FDOT in the amount of $545,000 and used matching City funds to support the Airport Commerce Park Phase I project in the amount of $1,090,000.

The Professional Services, Repair and Maintenance of Equipment, Aviation Fuel, and Capital expenses requires an adjustment of $600,000 which will be funded from additional Interest on Investments, Insurance Proceeds, Rent, and Fuel Sales as well as additional transfer of $275,000 from the General Fund.

Federal Building Fund

Repair and Maintenance costs to the building were more than anticipated for the fiscal year requiring an adjustment totaling $10,000. This shortage will be funded from additional Interest on Investment in the amount of $490 and a transfer from the General Fund in the amount of $9,510.

2021 Bond Capital Project Fund

The 2021 Bond Capital Project Fund was dissolved and the remaining budget of $6,069,633 was transferred to the Consolidated Construction Fund.

Consolidated Construction Fund

Received a transfer of $6,069,633 for the 2021 Bond Capital Project Fund which was dissolved.

Received a transfer from the General Fund in the amount of $76,000 and a donation in the amount of $56,634 to support the DiamondPlex Project.

Received transfers from the Cemetery Fund ($21,180), the Florence Villa CRA Fund ($107,671), and the Impact Fee Fund ($142,700) to support the Winter Haven Recreation and Cultural Center Project.

Transportation Fund

The Transportation Fund received a transfer from the Utility Fund in the amount of $195,540 to support the Motor Pool Road Project.

Utility Fund

Several construction projects in the Utility Fund require adjustments totaling $41,918,067 to fund current budget encumbrances for multi-year projects which include Cypresswood WTP Design and Construction, Pollard Rd WPF Design and Construction, and the Water Resource Facility. These adjustments will be funded from additional revenues to include Interest on Investments and

Contributions from Developers in the amount of $9,184,067 with the remaining $32,734,000 to be funded from Water and Wastewater Connection Fee Restricted Reserves.

Solid Waste Fund

Both Commercial and Residential Collection cost centers required an extraordinary amount of repairs to their fleet during the fiscal year requiring an adjustment of $150,000 to each cost center. This adjustment will be funded from additional Interest on Investments and Insurance Proceeds.

Willowbrook Fund

Willowbrook requires an adjustment in several operational accounts that total $37,000 which will be funded from operational revenue.

Motor Pool Fund

Due to increased fuel prices and the need for additional repair parts, the Motor Pool Fund will require an adjustment in the amount of $814,000 which will be funded from several internal service revenue accounts.

FINANCIAL IMPACT

All budget amendments pertain to the prior fiscal year and are limited to the reallocation of existing resources within and between funds. No new or additional funding is required, and there is no financial impact to the current fiscal year's operations. In accordance with Section 166.041 4 (c) of the Florida Statutes as Ordinance O-26-27 relates to the adoption of a budget amendment it is exempt from the requirement to prepare and/or post a business impact estimate.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.1 – Enhance fiscal communication via implementation and distribution including a Budget Book, Budget-in -Brief, Popular Annual Financial Report, Annual Comprehensive Financial Report and monthly budget performance reports.

RECOMMENDATION

Staff recommends approval of Ordinance O-26-27 which authorizes and approves the subject budget amendments to the prior fiscal year budget to ensure compliance with financial reporting requirements

and to accurately reflect project expenditures completed within fiscal year 2025-2026 and authorization of the City Manager or his designee to take any and all further necessary actions related thereto.

ATTACHMENTS

- Ordinance O-26-27
- Exhibit A

ORDINANCE NO. O-26-27

AN ORDINANCE OF THE CITY OF WINTER HAVEN, FLORIDA, AMENDING ORDINANCE NO. O-25-29, REGARDING APPROPRIATION OF FUNDS FOR DEFRAYING EXPENSES OF THE MUNICIPAL GOVERNMENT OF THE CITY OF WINTER HAVEN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2025; PROVIDING FOR SEVERABILITY AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, revenue and expenditure estimates are made prior to the beginning of each fiscal year, and

WHEREAS, events occur during each fiscal year which were not anticipated by the beginning estimates, and

WHEREAS, certain projects required additional funding requiring budget adjustment to fully fund the expenditures, and

WHEREAS, Florida Statutes 166.241, provides that the City Commission may amend its budget within 60 days of the fiscal year-end, and

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

1. The budget for the City of Winter Haven for the fiscal year 2025-26 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects changes in circumstances regarding projected revenues and expenditures which occurred during the fiscal year concluding September 30, 2026.

2. This Ordinance shall take effect immediately upon its passage

INTRODUCED on first reading this 9th day of November, 2026.

PASSED on second reading this 25th day of November, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Fund	Account Description	Account Number	Increase	Decrease
GENERAL	**Revenue**			
	Transfer from Internal Service Fund	001-381000-501	25,353	
	Expenses			
	Other Capital Improvements	001-07-704-6301	6,943	
	Other Capital Improvements	001-07-705-6301	18,410	
	Other Capital Improvements - Rotary Park	001-07-710-6301-710		30,195
	Rep & Mtn Field Maintenance	001-07-711-4609		16,000
	Rep & Mtn Sod Treatments	001-07-711-4623		25,000
	Other Capital Improvements	001-07-711-6307		35,000
	Transfer to Library	001-80-928-9115	30,195	
	Transfer to 2021 Capital Projects Fund	001-80-928-9118		780,782
	Transfer to Consolidated Construction Fund	001-80-928-9118	76,000	
	Transfer to Consolidated Construction Fund	001-80-928-9196	780,782	
LIBRARY	**Revenue**			
	Transfer from General Fund	101-381000-001	30,195	
	Transfer from Internal Service Fund	101-381000-501	18,642	
	Expenses			
	Other Capital Improvements	101-07-728-6301	48,837	
AIRPORT	**Revenue**			
	Grant - FDOT	106-334414-000	545,000	
	Hurricane Receipts - FEMA	106-346900-101	30,000	
	Interest on Investments	106-361100-000	29,000	
	Rental - Misc Other	106-362100-000	48,000	
	Rental - Hangar/Land/Building	106-362500-000	79,000	
	Commission - Fuel	106-362600-000	24,000	
	Fuel Sales	106-362600-100	115,000	
	Use of Reserves	106-380500-000	545,000	
	Transfer from General Fund	106-381000-001	275,000	
	Expenses			
	Prof Svc - Other	106-10-410-3105	40,000	
	Contract Svc - Other	106-10-410-3404		62,146
	Rep & Mtn Equipment	106-10-410-4601	30,000	
	Community Involvement	106-10-410-4803	20,000	
	Aviation Fuels & Lubricants	106-10-410-5201	152,000	
	Other Capital Improvements	106-10-410-6301	130,000	
	Backup Generator/Beacon Replacement	106-10-410-6301-AIR-2503	35,000	
	Commerce Park Phase I Construction	106-10-410-6301-AIR-2602	1,152,146	
	Runway 523 Obstruction Clearing	106-10-410-6301-AIR-2603	173,000	
	Professional Service - Capitalized	106-10-410-6311	20,000	
CEMETERY	**Expenses**			
	Other Capital Improvements	107-09-311-6301		21,180
	Transfer to Consolidated Construction Fund	107-80-955-9196	21,180	
FLORENCE VILLA CRA	**Expenses**			
	Other Capital Improvements	109-10-214-6301		107,671
	Transfer to Consolidated Construction Fund	109-80-958-9196	107,671	
FEDERAL BUILDING	**Revenue**			
	Interest on Investments	111-361100-000	490	
	Transfer from General Fund	111-381000-001	9,510	
	Expenses			
	Prof Svc - Other	111-80-924-3105	1,317	
	Rep & Mtn Building & Grounds	111-80-924-4602	8,683	
IMPACT FEE	**Expenses**			
	Transfer to General Fund	114-80-960-9191		142,700
	Transfer to Consolidated Construction Fund	114-80-960-9196	142,700	

Fund	Account Description	Account Number	Increase	Decrease
TRANSPORTATION	**Revenue**			
	Transfer from Utility Fund	301-381000-402	195,540	
	Expenses			
	Other Capital Improvements	301-80-205-6301	195,540	
2021 BOND CAPITAL PROJECT	**Revenue**			
	Interest on Investments	305-361100-000		450,000
	Transfer from General Fund	305-381000-001		780,782
	Expenses			
	Fire Station 5	305-80-412-6301-GEN-2611		4,820,245
	Fire Station - #3, #4, #5	305-80-412-6807		18,606
CONSOLIDATED CONSTRUCTION	**Revenue**			
	Interest on Investments	306-361100-000	450,000	
	Donations	306-366000-100	56,634	
	Transfer from General Fund	306-381000-001	780,782	
	Transfer from General Fund	306-381000-001	76,000	
	Transfer from Cemeteries	306-381000-107	21,180	
	Transfer from Florence Villa CRA	306-381000-109	107,671	
	Trransfer from Impact Fee	306-381000-114	142,700	
	Expenses			
	WHRCC Improvements	306-80-413-6225	271,551	
	Diamondplex Renovation	306-80-413-6301-GEN-2604	132,634	
	Fire Station 5	306-80-413-6301-GEN-2611	4,820,245	
	Fire Station - #3, #4, #5	306-80-413-6807	18,606	
SOLID WASTE	**Revenue**			
	SW-Private Hauler Roll Off Fees	401-343453-000	57,000	
	Hurricane Receipts - FEMA	401-346900-101	134,000	
	Interest on Investments	401-361100-000	109,000	
	Expenses			
	Rep & Mtn Automotive Parts	401-09-306-4607	150,000	
	Rep & Mtn Automotive Parts	401-09-307-4607	150,000	
UTILITY	**Revenue**			
	Late Fees	402-343618-050	179,395	
	Sewer/Comm./Inside	402-343633-000	54,306	
	Sewer/Munic./Inside	402-343635-000	42,095	
	Hurricane Receipts FEMA	402-346900-101	116,060	
	Interest on Investments	402-361100-000	316,703	
	Interest-Bond Investment	402-361103-000	148,953	
	Interest on Reuse Investment Account - In Lieu of Installation	402-361103-500	29,973	
	Interest on Wastewater Exp. Fee	402-361104-000	958,337	
	Interest on Water Exp.	402-361105-000	318,883	
	Interest on Renewal & Repl.	402-361106-000	165,426	
	Contributions- Developers	402-363100-000	6,242,576	
	Miscellaneous Revenue	402-369000-000	468,027	
	Recovery-Accts No Longer Current	402-369000-416	28,316	
	Lien Search Fee	402-369900-000	28,754	
	Use of Reserves	402-380500-000	32,820,263	
	Expenses			
	Cypresswood WTP Design and Construction	402-08-301-6301-UTL-2601	3,856,896	
	Pollard Rd WPF Design and Construction	402-08-301-6301-UTL-2602	7,228,916	
	Auburndale Receiving Facility, PRWC	402-08-301-6301-UTL-2605	77,955	
	Water Resource Facility	402-08-316-6301-UTL-2501	29,665,672	
	Other Capital Improvements	402-08-322-6301		195,540
	Septic to Sewer Area 6A - Lake Hartridge	402-08-323-6301-UTL-2621	1,088,628	
	Transfer to Transportation Fund	402-80-968-9159	195,540	

Fund	Account Description	Account Number	Increase	Decrease
WILLOWBROOK	**Revenue**			
	WB - Rental of Range Balls	405-347230-700	7,000	
	Miscellaneous Revenue	405-369000-000	30,000	
	Expenses			
	Prof Svc - Other	405-07-712-3105	2,500	
	Contract Svc - Other	405-07-712-3404	18,000	
	Other Charges & Obligations	405-07-712-4900	16,500	
INTERNAL SERVICE	**Expenses**			
	Rep & Mtn Spec-Bud Detailed Only	501-03-906-4605		43,995
	Transfer to Library	501-80-970-9115	18,642	
	Transfer to General Fund	501-80-970-9161	25,353	
MOTOR POOL	**Revenue**			
	Fuel - General Fund	502-341203-001	167,265	
	Fuel - Airport	502-341203-106	493	
	Fuel - Cemeteries	502-341203-107	4,101	
	Fuel - Building Safety	502-341203-113	2,036	
	Fuel - Solid Waste	502-341203-401	131,977	
	Fuel - Utility Fund	502-341203-402	50,491	
	Fuel - Stormwater	502-341203-404	5,076	
	Fuel - Willowbrook	502-341203-405	9,858	
	Fuel - Internal Service	502-341203-501	3,403	
	Fuel - Central Garage	502-341203-502	20,663	
	Vehicle Base - Stormwater	502-341206-404	6,240	
	Auto Parts - General Fund	502-341207-001	24,119	
	Auto Parts - Building Safety	502-341207-113	2,483	
	Auto Parts - Solid Waste	502-341207-401	357,558	
	Auto Parts - Internal Service	502-341207-501	7,939	
	Auto Parts - Central Garage	502-341207-502	14,010	
	Labor - Willowbrook	502-341208-405	604	
	Labor - Central Garage	502-341208-502	1,539	
	Sale of Assets - Surplus	502-364413-000	1,350	
	Sale of Assets - Capital	502-364414-000	2,795	
	Expenses			
	Diesel Fuel - For Issue	502-03-907-4616	340,000	
	Gasoline - For Issue	502-03-907-4617	420,000	
	Rep/Mtn Parts/MP/Facility/Fire	502-03-907-4618	54,000	