WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, January 26, 2026, 6:00 p.m.

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

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1. **CALL TO ORDER** - Brian Yates, Mayor

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

3. **INVOCATION** - Dr. Steve Negley, First Presbyterian Church of Winter Haven

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

5. **PRESENTATIONS**

5.A **"The Black Market: A Melanin Cultural Festival" Proclamation - Symone Wilson and Zanjia Zow, Founders**

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

Proclamation

5.B **"Black History Month honoring The Triumphant 8" Proclamation - Representatives of the Triumphant 8**

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

Proclamation

5.C **"Valparisa Jacob Baker Week" Proclamation - Valparisa "Val" Jacob Baker**

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

Proclamation

5.D **"Johnny Bernard Neal Jr. Week" Proclamation - Johnny Bernard Neal, Jr.**

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

Proclamation

5.E **2025 Excellence in Action Awards - T. Michael Stavres, City Manager**

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

6. **DEVELOPMENTS OF NOTE**

7. MINUTES

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

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

2026-01-07 DRAFT Agenda Review Session Minutes with Link

7.B **January 12, 2026, Regular City Commission Meeting Minutes**

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

2026-01-12 DRAFT Regular City Commission Meeting Minutes with Link and Attachments

8. COMMENTS FROM THE AUDIENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

10. CONSENT AGENDA

10.A **RFQ-25-13 - Recommendation to Award CEI Services for Managed Aquifer Recharge Well at Bradco**

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

Summary - Recommendation of Award RFQ-26-13
RFQ-26-13 Tabulation of Proposals
RFQ-26-13 Recommendation of Award
RFQ-26-13 Scoring Matrix - average score
RFQ-26-13 Jones Edmunds and Associates Proposal

10.B Florida Department of Environmental Protection, SRF WW531302 Amendment #4

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

Summary - Florida Department of Environmental Protection SRF WW531302 Amendment 4
Amendment #4 FDEP SRF WW531202
FDEP SRF WW531302 Amortization Schedule Report
FDEP SRF WW531302 Loan Agreement
Amendment #1 FDEP SRF WW531302
Amendment #2 FDEP SRF WW531302
Amendment #3 FDEP SRF WW531302

10.C Authorization for Travel and Training - Florida Regional Councils Association (FRCA) Policy Board Meeting (Birdsong)

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

Summary - FRCA Board Meeting Jan 2026

10.D RFP-26-05 - Request to Award and Enter Aviation Fuel Supply Agreements at Winter Haven Regional Airport

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

Summary - Aviation Fuel Services via RFP-26-05
RFP 26-05 Recommendation of Award
RFP 26-05 Bid Tabulation Sheet
RFP-26-05 Ascent Aviation Group - Primary contract
RFP-26-05 AEG Fuels - Miami FL - Secondary contract

11. RESOLUTION(S)

11.A R-26-02 - Renaming the east/west portion of Avenue Y, NE generally located within the Winter Haven city limits and north/west of Ware Avenue, NE as Ware Avenue, NE

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

Summary - Resolution R-26-02
R-26-02

11.B R-26-03 - Approving Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for the construction of Roosevelt Drive from SR540 to Register Road

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

Summary - Resolution R-26-03 Approving FDOT Local Agency Program LAP Agreement for the Construction of Roosevelt Dr
Resolution - R-26-03 - Roosevelt Drive LAP Agreement
FDOT LAP Agreement

12. ORDINANCE(S) - FIRST READING

12.A O-26-05 - Request by Timothy F. Campbell to rezone a portion of a parcel from Planned Unit Development (PD) zoning district to Commercial- Highway (C-3) and Conservation (CN) zoning districts

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

Summary - Ordinance O-26-05
O-26-05

12.B **O-26-06 - Request by the VillaMar Community Development District to contract the boundaries of the VillaMar Community Development District**

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

Summary - Ordinance O-26-06
O-26-06

12.C **O-26-08 - Amending Ordinance O-25-29 appropriating funds for fiscal year ending September 30, 2026**

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

Summary - Ordinance-O-26-08
O-26-08
Proposal

13. NEW BUSINESS

13.A **RFQ-24-38 - Guaranteed Maximum Price (GMP) Amendment for the Renovation of Old Fire Station Number One (Annex Remodel) with Everett Whitehead and Son, Inc**

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

Summary - GMP Amendment to Design Build Contract for Redevelopment of Old Fire Station One
Guaranteed Maximum Price Amendment
Construction Phase Proposal

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, *The Black Market, A Melanin Cultural Festival*, celebrates the richness of Black culture, creativity, and entrepreneurship; and

WHEREAS, this festival highlights the contributions of Black-owned businesses, artists, and innovators, fostering unity and economic empowerment; and

WHEREAS, it serves as a space to honor heritage, inspire future generations, and strengthen community connections.

NOW, THEREFORE, I, William B. Yates, Mayor of the City of Winter Haven, Florida, do hereby honor, recognize and commend *The Black Market, A Melanin Cultural Festival* for its dedication to uplifting and celebrating Black excellence.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 26th day of January, 2026.



William B. Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, *Black History Month* provides an opportunity to reflect upon and honor individuals and groups whose courage and actions have shaped a more just and equitable society; and

WHEREAS, in 1963, eight Black children from the Pughsville community of Winter Haven became the faces of a legal challenge that confronted segregation and inequality within Polk County Public Schools (PCPS); and

WHEREAS, led by their parents, community leaders, the National Association for the Advancement of Colored People (NAACP), and Pughsville Pastor Joel Atkins, these families pursued justice through the courts after their requests for equal educational access were denied by the Polk County School Board (PCSB); and

WHEREAS, the legal action initiated on behalf of these eight children became a class-action lawsuit on behalf of all Black students in Polk County, later joined by the United States Department of Justice (DOJ) and represented by the NAACP Legal Defense Fund; and

WHEREAS, in 1968, a federal court ordered the desegregation of Polk County Public Schools, marking a pivotal moment in local history and expanding access to equal educational opportunities; and

WHEREAS, through their resilience and perseverance, these eight individuals helped change the course of public education and opened doors to academic, professional, and economic opportunities for future generations; and

WHEREAS, the courage, sacrifice, and legacy of these individuals—now collectively known as *The Triumphant 8*—profoundly inspired the *Black History Month* selection committee and warranted unique recognition in 2026.

NOW, THEREFORE, I, William B. Yates, Mayor of the City of Winter Haven, Florida, do hereby dedicate February 2026 as

"Black History Month"

honoring the Triumphant 8 in the City of Winter Haven and call upon all residents to reflect upon their legacy and the enduring importance of equal access to public education.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 26th day of January, 2026.



William B. Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, in 2021, the City of Winter Haven began recognizing local heroes during *Black History Month* who have made a lasting impact on the community; and

WHEREAS, community leaders identified local heroes who demonstrated leadership, service, and commitment to the Winter Haven community; and

WHEREAS, one hero will be recognized for each week of *Black History Month 2026*; and

WHEREAS, Valparisa Jacob Baker is recognized as one of these local heroes; and

WHEREAS, Mrs. Baker dedicated more than thirty-three years of service to Polk State College (PSC), advancing through multiple leadership roles and retiring as Chief Diversity Officer and Title IX Coordinator, positively impacting countless students and employees; and

WHEREAS, Mrs. Baker has demonstrated a strong commitment to service, mentorship, and faith-based leadership, earning numerous local, regional, and national recognitions for her contributions; and

WHEREAS, through her leadership, mentorship, and example, Mrs. Baker has opened doors for others and left a lasting legacy of service within the Winter Haven community and beyond.

NOW, THEREFORE, I, William B. Yates, Mayor of the City of Winter Haven, Florida, do hereby recognize the week of February 1, 2026, as

"Valparisa Jacob Baker Week"

in the City of Winter Haven in recognition of her dedication to education, leadership, mentorship, and community service.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 26th day of January, 2026.

William B. Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, the City of Winter Haven recognizes how diversity and inclusion are woven into the fabric of American life and solidify the foundation of strong communities; and

WHEREAS, in 2021, the City of Winter Haven began celebrating *Black History Month* by recognizing local heroes who have made a significant impact on the community; and

WHEREAS, a group of community leaders came together and identified local heroes who blazed new trails while demonstrating passion, dedication, and compassion for the community; and

WHEREAS, one hero will be recognized for each week of *Black History Month 2026*; and

WHEREAS, Mr. Johnny Bernard Neal, Jr. is recognized as one of these local heroes; and

WHEREAS, Mr. Neal served as the band director for Jewett High School from 1953 to 1968 and continued his career as a music educator and band director following the integration of Polk County Public Schools (PCPS) at what is now known as Jewett Academy; and

WHEREAS, Mr. Neal dedicated more than thirty-five years to educating and mentoring students in Polk County Public Schools, retiring in 1988 after a distinguished career.

NOW, THEREFORE, I, William B. Yates, Mayor of the City of Winter Haven, Florida, do hereby recognize the week of February 8, 2026, as

"Johnny Bernard Neal, Jr. Week"

in the City of Winter Haven in recognition of his lasting contributions to music education and the community.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 26th day of January, 2026.



William B. Yates

William B. Yates, Mayor

ATTEST:

Vanessa Castillo

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, January 07, 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:VA6C2:99a65258-05c5-453e-a335-420ae3965576
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

Commissioners Present: Mayor Nathaniel J. Birdsong, Jr.; Commissioner Tracy Mercer; and Commissioner Clifton E. Dollison

Commissioners Absent: Mayor Pro Tem Brian Yates and Commissioner Bradley T. Dantzler

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

5. PRESENTATION(S)

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

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

Mayor Birdsong said items 5A and 5B would be presented at the January 12, 2026, Regular City Commission Meeting

C. * AGENDA REVIEW ONLY *** Strategic Plan Presentation: Environmental Stewardship**

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

City Manager Stavres introduced this item and welcomed Commissioner-Elect Davis, who was in the audience. He explained that during the first Agenda Review Session each month staff provided updates on initiatives aligned with one of the six Strategic Plan pillars. He noted that January's focus was environmental stewardship, which encompassed lakes and other sensitive areas, waste management, litter control, code compliance, land use planning, and sustainability. He also stated that staff would present updates on snipe signs, donation boxes, the recent household hazardous waste collection event, holiday recycling efforts, the partnership with Keep Polk County Beautiful, a new collaboration, the northern chain wetland restoration project, and the Chain of Lakes Park Nature Trail.

A *FY26 Strategic Pillar Update* PowerPoint presentation *(see attached)* was shown and presenters explained their slides in more detail.

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Snipe Signs & Donation Boxes

Director Tanya Ayers briefed the Commission on snipe signs and donation boxes, noting their connection to environmental stewardship through litter, illegal dumping, and safety concerns. She explained that snipe signs were prohibited by City Ordinance and unauthorized temporary advertisements placed on public rights-of-way and utility poles, posed hazards, and historically resulted in roughly 1,000 removals per year. However, with a new technician, staff was able to remove approximately 3,500 in 2025. Director Ayers stated that political and business signs on private property were handled through education and coordination, and that removed signs were disposed of as litter. She also reported an increase in unauthorized donation boxes on both public and private property, including parks and rights-of-way, which attracted illegal dumping, were often not maintained, and in some cases were used for private resale rather than charity. She added that the Public Works Department and Safe Neighborhoods Department had been working to remove boxes from public property, contact operators, and develop an ordinance addressing placement and maintenance. City Attorney Murphy noted that the removal of snipe signs was based solely on their location, not their content, emphasizing that the City did not consider the message in order to ensure constitutional compliance.

Hazardous Household Waste Day & Holiday Recycling Collection Metrics

Solid Waste Coordinator Barbara Watson reported that the City held its hazardous waste collection event on December 6, 2025 at the Rueben Williams Sports Complex in partnership with Polk County and Keep Winter Haven Clean and Beautiful, accommodating high traffic with 112 participants. She detailed materials collected, including fire extinguishers, propane tanks, paint, batteries, fluorescent bulbs, motor oil, antifreeze, gasoline, and 67 tires, noting the impact on keeping waste off the streets. Coordinator Watson also reported that holiday recycling containers were provided at three locations, collecting over eight tons of recyclables, with Fire Station 3 receiving the highest volume. She also highlighted that the initiative, inspired by Commissioner Mercer, also served as a crime deterrent and helped maintain cleaner streets. Discussion ensued. City Manager Stavres reminded participants that for the upcoming tire collection event, no more than 24 tires could be transported per trip, noting that transporting more than that would be considered hauling hazardous waste and would require commercial licensing and carry associated liabilities. He suggested using multiple trips if necessary.

Keep Polk County Beautiful Upcoming Collaboration

Public Works Director Hart reported on the City's collaboration with Keep Polk County Beautiful, highlighting the recently launched Adopt-a-Road program with signs installed around Lake Elbert, Unity Way, 21st Street, and other high-traffic areas. She noted ongoing partnership efforts, including a free tire collection event at the Rueben Williams Sports Complex on January 24, 2026 from 9 a.m. to 1 p.m., open to Winter Haven residents and the broader County, allowing disposal of up to 24 tires per participant. Director Hart also emphasized the site's suitability for high-traffic drop-off events and expressed excitement about continuing the collaboration.

Northern Chain Wetland Restoration

Natural Resources Manager Dustin Everitt reported that the City acquired the 152-acre Astute Financial property on Highway 17, including 130 acres of critical wetland between Lake Pansy and Lake Rochelle. He explained that preserving the wetland protects natural water flow and filters water entering the northern Winter Haven Chain of Lakes, benefiting the community. Manager Everitt noted that the property was under a conservation easement, allowing development of recreational amenities such as walking trails, boardwalks, and potential mountain biking paths.

Chain of Lakes Park Nature Trail

Manager Everitt also provided an update on the Chain of Lakes Parks Nature Trail around Lake Lulu, where undesirable vegetation had been cleared under a Florida Fish and Wildlife [Conservation Commission] (FWC) permit, improving aesthetics, habitat, and public access, with the trail expected to open around March, 2026. He mentioned ongoing discussions with Polk County to link the trail system with adjacent county parcels for expanded recreational opportunities.

Commissioner Mercer asked about acquiring a small parcel north of the recently purchased wetland property. Natural Resources Manager Everitt said staff would look into ownership and potential opportunities.

Commissioner Dollison asked about donation boxes on public property. Director Ayers explained that boxes identified on public property were logged in Access Winter Haven, and Public Works staff promptly removed them. City Manager Stavres added that staff first attempted to contact the responsible parties, allowing 24 hours for removal, and noted the safety hazards and blight caused by unauthorized boxes.

DRAFT

Commissioner Dollison asked about boxes on private property. Director Ayers explained that the property owner was responsible, with staff working with them to resolve placement issues, and that only two boxes were legitimately placed by the Red Cross. She added that most companies were nonresponsive, and that the issue persisted statewide, though legislation (Florida Senate Bill SB180) currently limited the City's ability to regulate.

City Manager Stavres concluded the presentation and noted that the February update would focus on infrastructure, including utilities and roadway projects.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

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

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

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

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

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

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

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – None

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

10. REORGANIZATION OF THE CITY COMMISSION

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

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

C. Newly Sworn Commissioners Seated

D. Election of Mayor - City Commission

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

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

G. Election of Mayor Pro Tem - City Commission

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

I. Liaison Reassignments

There were no questions or discussion for items 10A through 10I.

11. CONSENT AGENDA

City Manager Stavres gave an introduction on items 11A, 11B, and 11C.

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

Winter Haven Water Director Hubbard gave an overview of this item.

There were no questions or discussion.

DRAFT

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

Winter Haven Water Director Hubbard gave an overview of this item.

There were no questions or discussion.

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

Winter Haven Water Director Hubbard gave an overview of this item.

City Manager Stavres reminded the Commission that prior improvements to Lift Station 119 had been completed in preparation for the force mains and gravity lines coming before them at the Regular City Commission Meeting on Monday, January 12, 2026. He stated that staff had been exploring ways to lessen resident costs for plumbing and connection fees as they transitioned from septic systems, noting the broader goal of reducing septic impacts on local lakes. He added that residual grant funds and other potential funding sources were being pursued to offset those costs, similar to the approach used in the Boggy Bottom Septic-to-Sewer project. Director Hubbard added that, in addition to installing the gravity sewer system, the City would be replacing the AC water main in the area, which would improve water supply and fire protection.

Commissioner Mercer inquired if they had identified all of the areas that needed septic-to-sewer. Director Hubbard said yes and that a Septic-to-Sewer master plan had been completed about five years earlier and had identified this area as a high priority. This would be the first project under that plan, with additional projects expected in the future, and characterized it as a test case for the program.

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

Deputy City Manager Carnevale gave an overview of this item.

There were no questions or discussion.

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

Public Works Director Hart gave an overview of this item. For context she explained that the map highlighted most roads in the applicable pavement condition category and that the City used the RMT monitoring system on public works vehicles to produce condition scores. She stated that green, yellow, and orange roads were in good condition, red roads were in poor condition, and that some roads had already been treated and would be filtered out. She noted that the remaining list represented the majority of roads still needing improvement and that an updated interactive map would be provided at the January 12, 2026, Regular City Commission Meeting.

There were no questions or discussion.

F. Purchase of additional licenses for Accela software

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

Commissioner Mercer asked if the software used artificial intelligence (A.I.) Director Labbe responded that it did not. City Manager Stavres noted that Polk County and other cities also used the software, creating familiarity for contractors working across jurisdictions.

Commissioner Dollison asked if there were any impacts to staff. Director Labbe stated that the software made the process easier by allowing contractors to apply online, upload required documentation, and have applications automatically routed to the appropriate reviewers, who could comment or approve in the system. He noted that once all approvals were completed, contractors received automatic notices and inspectors were alerted in the field via iPads when inspections were scheduled. City Manager Stavres added that the system created efficiencies for staff and, more importantly, for customers.

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

City Manager Stavres gave an overview of this item and added as an example that the 2025 Global Exchange took place in South Africa and the feedback he had received from some of the participants was extremely enlightening.

There were no questions or discussion.

DRAFT

12. RESOLUTION(S)

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

Director Labbe gave an overview of this item.

There were no questions or discussion.

13. ORDINANCE(S) – FIRST READING

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

Director Labbe gave an overview of this item.

There were no questions or discussion.

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

Director Labbe gave an overview of this item.

There were no questions or discussion.

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

Director Labbe gave an overview of this item.

There were no questions or discussion.

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

Director Labbe gave an overview of this item.

There were no questions or discussion.

14. NEW BUSINESS

City Manager Stavres introduced the topic and noted that a cold storage facility was under construction at the Intermodal Logistics Park and that the City had been awarded a $1.5 million Florida Commerce grant in March 2025 from the Governor (of Florida) for the related rail spur project. He stated that the funding was designated for construction of a rail spur off the CSX line to serve the new facility and indicated that the three agenda items pertained to the rail spur project.

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

Director Labbe gave an overview of this item.

Mayor Birdsong inquired whether the City's $100,000 contribution toward the $3.3 million project cost was the only amount for which the City would be responsible. Director Labbe confirmed and stated that the City's share would primarily be in-kind services. City Manager Stavres added that the City was managing the project and

procurement of the design and confirmed that the remaining approximately $3.2 million would be paid upfront by the other parties and then partially reimbursed through the $1.5 million grant in accordance with the Grant Agreement's terms.

Mayor Birdsong also asked about the project timeline. Deputy City Manager Carnevale responded that the contract had a completion date of June 30, 2026, and stated that this timeline was included in the bid documents and the contract being presented to the Commission.

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

City Manager Stavres introduced this item.

City Attorney Murphy gave an overview of this item and noted that staff was still working on the cooperation agreement and that minor edits might be presented before the January 12, 2026, Regular City Commission Meeting. He explained that the agreement was necessary because the transaction structure would have the City act largely as a pass-through entity.

There were no questions or discussion.

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

Deputy City Manager Carnevale gave an overview of this item.

Mayor Birdsong remarked that the City would not need to worry about costs exceeding the contract amount. City Attorney Murphy responded that the cooperation agreement addressed that issue by establishing a change order process requiring private parties to deposit additional funds into escrow and by ensuring the City was protected since the construction contract with R.W. Summers Railroad Contractors, Inc. would be between the City and the contractor.

City Manager Stavres noted that this was the City's first major rail construction venture and highlighted related activity in the Logistics Park. City Attorney Murphy added that the rail spur had been contemplated since the City's 2006 land transaction with Evansville Western and stated that the 2026 project marked that vision becoming a reality. Mayor Birdsong observed that the development aligned with long-standing projections for the CSX Intermodal Logistics Center and stated that the City was now effectively "running on rails."

15. CITY COMMISSIONERS/LIAISON REPORTS – No report

16. CITY ATTORNEY REPORT – No report

17. CITY MANAGER REPORT

A. City Commission Liaison Request - RFQ-26-18 Utility Administration Facility Design Build

City Manager Stavres gave an overview of this item.

Discussion ensued.

Mayor Birdsong agreed to serve as the liaison.

City Manager Stavres directed Winter Haven Water Director Hubbard to let [Procurement Manager] Bethany [Owen] know.

❖

City Manager Stavres requested guidance from the Commission regarding the January 21, 2026, City Commission Agenda Review Session, noting that all Commissioners would be in Tallahassee that day for *Polk County Day*. He outlined options, including canceling the session, holding it earlier in the day, or moving it to the prior day with some schedule adjustments by staff. Discussion ensued.

There was consensus of the Commission to cancel the Wednesday, January 21, 2026, City Commission Agenda Review Session.

18. **DEPUTY CITY MANAGER REPORT** – No report

19. **CITY CLERK REPORT** – No report

20. **EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA** – None

21. **ADJOURNMENT** – 6:35 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

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

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:9a400794-20c8-415e-8896-9e83e64bef31
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

*(*NOTE: After Item 10 - Reorganization of City Commission, the **Commissioners Present** were Mayor William Brian Yates; Mayor Pro Tem Tracy Mercer; Commissioner Nathaniel J. Birdsong, Jr. Commissioner Clifton E. Dollison; and Commissioner Chad Davis.)*

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; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart; Police Chief Vance Monroe; and Fire Chief Drew Neubrand.

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

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

5. **PRESENTATION(S)**

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

City Manager Stavres read aloud a proclamation declaring January 19, 2026, as "Dr. Martin Luther King Jr. Day" in the City of Winter Haven. Zanjia Zow, with members of the MLK Steering Committee also present, received it and thanked the Commission. Ms. Zow also outlined a schedule of events for MLK Week organized by the City and partners: a children's story time at the Winter Haven Library, a free screening of the film Marshall at the Winter Haven Ritz, a wreath-laying ceremony at MLK Park, a unity luncheon at Nora Mayo Hall (Florida Citrus Building) to honor local civic leaders, the annual parade and a community breakfast. She also asked residents to participate and observe Dr. King's legacy through service.

DRAFT

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

Deputy City Manager Carnevale read aloud a proclamation declaring January 16, 2026, as "Florida Arbor Day" in the City of Winter Haven. Urban Forestry Advisory Board Members Shannon Carnevale and Ana Saavedra received it and thanked the Commission. Ms. Saavedra reminded everyone that the City would host its annual tree giveaway Saturday, January 17, 2026, at South Central Park in Downtown in partnership with the University of Florida Institute of Food and Agricultural Sciences Extension of Polk County and Keep Winter Haven Clean and Beautiful.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

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

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

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

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

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

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

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

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

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

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE

Betty Hoffman, U.S. 17 & Havendale Boulevard (no exact address given), expressed concerns regarding code enforcement and ongoing blight issues near Spring Lake Mall and U.S. 17. She requested stronger enforcement related to trash, tires, and unauthorized donation boxes, and expressed appreciation for the upcoming tire collection event. Ms. Hoffman encouraged continued efforts to improve cleanliness, aesthetics, and safety in the area.

Daniel Serpa, (Florence Place Apartments but no exact address given), expressed concerns regarding ongoing homeless activity at Florence Place Apartments, including individuals sleeping in breezeways and engaging in unlawful conduct. He reported sustaining an injury during a recent encounter and requested increased attention and enforcement, noting difficulty obtaining action from property management.

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

10. REORGANIZATION OF CITY COMMISSION

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

City Attorney Murphy presented a plaque to Mayor Birdsong in recognition of his service as Mayor for the 2025-2026 year and Mayor Pro Tem Yates in recognition of his service as Mayor Pro Tem for the 2025-2026 year. He also presented a plaque to Commissioner Dantzler in appreciation of distinguished leadership, dedicated service, and lasting contributions as Mayor and Commissioner to the City of Winter Haven from 2013 to 2026.

Mayor Birdsong gave parting remarks in recognition of Commissioner Dantzler's service. He stated that he had the privilege of serving with him throughout his entire tenure on the City Commission as well as during his time with the Chamber of Commerce. He credited Commissioner Dantzler with leading significant initiatives, including negotiations that enabled the Chain of Lakes Complex/AdventHealth Fieldhouse [and Conference Center] project and the modernization of the City's tennis facilities. He further noted Dantzler's work with the Florida League of Cities and support for Home Rule. Mayor Birdsong thanked him for his leadership and dedicated service and expressed well wishes upon his departure from the Commission.

Commissioner Dantzler offered closing comments at his final City Commission meeting, expressing appreciation to Mayor Birdsong, fellow commissioners, and staff. He reflected on his 13 years of service, noting that the City has transitioned from a small town to a midsize city and stating his continued affection for Winter Haven despite spending more time with family out of the area. He encouraged commissioners to continue thinking and operating at the scale of a growing midsize city.

He then offered several suggestions for future consideration:

- Adjust Commission compensation and consider indexing to Lakeland
- Review public input time allotments
- Consider transitioning to an elected mayor model
- Review the proclamation approval process
- Incorporate Google Earth/location previews during land use items
- Explore development of a dedicated arts venue
- Consider conducting City elections at City-owned facilities to maintain consistent polling locations

Commissioner Dantzler announced that it was his final meeting and offered well wishes to his successor, Chad Davis, noting the value of a peaceful and orderly transition in local government. He encouraged Commissioner Davis to remain inclusive, avoid taking criticism personally, and remember that Commissioners represent the full community. He concluded by thanking staff and expressing that serving the City had been an honor.

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

City Attorney Murphy administered an Oath of Office to newly elected Commissioner Davis and also to Commissioner Dollison. Oath of Office forms *(see attached)* would be completed by them and given to City Clerk Castillo for the record.

C. Newly Sworn Commissioners Seated

Commissioner Dantzler departed from the dais and newly sworn Commissioners took their places at the dais.

Commissioner Davis delivered introductory remarks upon taking office. He expressed gratitude to his family and acknowledged individuals who influenced his development as a public leader. He spoke about his family's humble beginnings and noted that his father, retired Judge Charles A. Davis, Jr., previously served on the City Commission 50 years ago, adding that he was proud to now serve in the same capacity. He recognized former Commissioner Dantzler for his service and acknowledged his former boss, Senator Kelly Stargel, and current boss, Polk County Schools Superintendent Fred Heid, as mentors. Commissioner Davis reflected on the responsibilities of public leadership and encouraged continued focus on positive progress while addressing areas for improvement. He stated that Winter Haven is well-positioned for the future and expressed that he was honored to serve as a City Commissioner and would do so to the best of his ability.

Commissioner Dollison briefly reflected on his first two years of service and expressed appreciation for the opportunity to serve on the City Commission. He recognized former Commissioner Dantzler for exemplary service and noted the value of learning alongside him. He also shared family details, referenced his background in pastoral and justice-focused work, and noted progress on issues such as affordable housing and homelessness, and identified mental health as an ongoing concern. Lastly, he acknowledged the late Commissioner James "J.P." Powell as an influence on his decision to seek office. Commissioner Dollison closed by expressing gratitude to the City and its residents for the opportunity to serve.

D. Election of Mayor - City Commission

The floor was opened for nominations for the office of Mayor.

Motion by Mayor Birdsong to nominate Mayor Pro Tem Yates as Mayor for the ensuing year.

There were no further nominations or discussion.

Motion by Mayor Birdsong to close the nomination for Mayor to be considered.

All Commissioners voted in favor of closing the nominations for Mayor.

Motion carried 5:0.

All Commissioners voted to elect Mayor Pro Tem Yates as Mayor for the ensuing year.

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

Mayor Yates was administered the Oath of Office by City Attorney Murphy.

City Attorney Murphy noted the Oath of Office form (*see attached*) would be completed by Mayor Yates and given to City Clerk Castillo for the record.

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

City Attorney Murphy presented Mayor Yates with the Mayor's ceremonial medallion as was the tradition.

Mayor Yates delivered remarks upon assuming the role of Mayor. He expressed appreciation to the Commission for its support and stated that it was an honor to serve his hometown. He acknowledged his family members in attendance and noted that his late mother would have enjoyed witnessing the moment. Mayor Yates stated his commitment to making decisions that are fair and in the best interests of the residents. He emphasized the importance of having a visionary Commission as Winter Haven continued to grow as a midsize city. He referenced recent progress in Northeast Winter Haven and noted that several approved projects were forthcoming. He concluded by expressing that he looked forward to serving as Mayor.

Commissioner Birdsong expressed that it had been an honor to serve as a City Commissioner and appreciated the opportunity to serve as Mayor for the past two years. He stated that he had completed seven years as Mayor during his tenure on the Commission and that he had enjoyed the experience. Commissioner Birdsong concluded by stating that he looked forward to working with the newly elected Mayor and continuing progress on behalf of the City.

G. Election of Mayor Pro Tem - City Commission

The floor was opened for nominations for the office of Mayor Pro Tem.

Motion by Commissioner Birdsong to nominate Commissioner Mercer as Mayor Pro Tem for the ensuing year.

There were no further nominations or discussion.

Motion by Commissioner Birdsong to close the nominations for Mayor Pro Tem to be considered.

All Commissioners voted in favor of closing the nominations for Mayor Pro Tem.

Motion carried 5:0.

All Commissioners voted to elect Commissioner Mercer as Mayor Pro Tem for the ensuing year.

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

Mayor Pro Tem Mercer was administered the Oath of Office by City Attorney Murphy.

City Attorney Murphy noted the Oath of Office form (*see attached*) would be completed by Mayor Pro Tem Mercer and given to City Clerk Castillo for the record.

I. Liaison Reassignments

There was consensus of the Commission for the following (from Jan. 2026 – Jan. 2027):

- Affordable Housing Advisory Committee (AHAC) - Commissioner Dollison
- Airport Advisory Committee (AAC) - Mayor Yates
- Community Redevelopment Agency (CRA) Board - All Commissioners
- Cultural Arts Advisory Committee (CAAC) - Commissioner Davis
- Firefighters' Pension Board - Mayor Pro Tem Mercer
- General Employees' Pension Board - Commissioner Birdsong
- Lakes Advisory Committee (LAC) - Commissioner Birdsong
- Library Board - Commissioner Dollison
- Multimodal Transportation Advisory Committee (MTAC) - Commissioner Davis
- Planning Commission - Commissioner Davis. Mayor Yates (Alternate)
- Police Officers' Pension Board - Mayor Pro Tem Mercer
- Risk Management Committee - Mayor Pro Tem Mercer
- Urban Forestry Advisory Board (UFAB) - Commissioner Dollison

- Central Florida Regional Planning Council (CFRPC) - Commissioner Birdsong
- Main Street Winter Haven (MSWH) – Mayor Yates
- Polk Regional Water Cooperative (PRWC) - Commissioner Birdsong. Mayor Pro Tem Mercer (Alternate)
- Polk Transit Authority (PTA) – Commissioner Birdsong
- Polk Transportation Planning Organization (TPO) – Commissioner Birdsong, Mayor Yates (Seat #2), and Mayor Pro Tem Mercer (Seat #3). Commissioner Dollison (Alternate)
- Ridge League of Cities (RLC) - Mayor Yates. Mayor Pro Tem Mercer (Alternate)
- Transportation Disadvantaged Local Coordinating Board (TD-LCB) - Commissioner Birdsong
- Tourist Development Council (TDC) – Mayor Yates
- Tourist Development Council – Arts, Culture and Heritage (TDC-ACH) - Mayor Yates
- Winter Haven Housing Authority (WHHA) - Commissioner Dollison
- Winter Haven Economic Development Council (WHEDC) – Commissioner Birdsong

11. CONSENT AGENDA

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

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

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

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

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

F. Purchase of additional licenses for Accela software

Motion by Commissioner Birdsong to approve the entire Consent Agenda as presented.

Mayor Yates stated anyone wishing to speak to the consent agenda could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

12. RESOLUTION(S)

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

City Attorney Murphy read Resolution R-26-01 by title only and City Manager Stavres presented.

Motion by Commissioner Birdsong to approve Resolution R-26-01.

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

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

Motion carried 5:0.

13. ORDINANCE(S) - FIRST READING

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

City Attorney Murphy read Ordinance O-26-01 by title only and Economic Opportunity and Community Investment Director Labbe presented.

City Manager Stavres reminded the Commission that a vote was not needed tonight since it was a first reading only. Mayor Yates reported this item would come back for a second reading and public hearing at the January 26, 2026, Regular City Commission Meeting.

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

City Attorney Murphy read Ordinance O-26-02 by title only and Director Labbe presented.

City Manager Stavres reminded the Commission that a vote was not needed tonight since it was a first reading only. (Second reading and Public Hearing at the January 26, 2026, Regular City Commission Meeting.)

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

City Attorney Murphy read Ordinance O-26-03 by title only and Director Labbe presented.

Mayor Yates reported this item would come back for a second reading and public hearing at the January 26, 2026, Regular City Commission Meeting.

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

City Attorney Murphy read Ordinance O-26-04 by title only. City Manager Stavres noted that this was a Public Hearing, therefore, a vote was required. Director Labbe presented.

Motion by Commissioner Birdsong to approve Ordinance O-26-04 on First Reading, Public Hearing.

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

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

Motion carried 5:0.

(Second reading and Public Hearing at the January 26, 2026, Regular City Commission Meeting.)

14. NEW BUSINESS

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

City Manager Stavres gave an introduction to this item.

Director Labbe presented this item as detailed in the fact/summary sheet.

Motion by Commissioner Birdsong to approve Florida Job Growth Infrastructure Grant Agreement for a Rail Spur with the State of Florida Department of Commerce.

Mayor Yates stated anyone wishing to speak to this item could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

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

City Manager Stavres gave an introduction to this item.

City Attorney Murphy presented this item as detailed in the fact/summary sheet. He noted that since the January 7, 2026, Agenda Review Session, what had changed was that the Chick-fil-A and the escrow agent agreed to allow the City to submit payment requests within 15 business days of certification by the City's engineer. He stated this adjustment ensures compliance with the Local Government Prompt Payment Act by allowing the escrow agent to remit funds to the City so the City can timely pay its contractor. He also noted that the design documents attached as an exhibit were revised from detailed design documents to a conceptual design, which he explained further.

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

Mayor Yates stated anyone wishing to speak to this item could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

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

City Manager Stavres gave an introduction to this item.

Deputy City Manager Carnevale presented this item as detailed in the fact/summary sheet.

City Manager Stavres noted that clarified that a Notice to Proceed would not be issued for the project until all required documentation had been submitted to and approved by Florida Commerce and authorization to proceed had been received.

Motion by Commissioner Birdsong to approve recommendation to award ITB-26-14 Rail Spur Construction to R.W. Summers Railroad Contractors, Inc. (Polk County, FL).

Mayor Yates stated anyone wishing to speak to the consent agenda could come to the podium and state their name and address for the record. No one spoke for or against.

Motion carried 5:0.

15. CITY COMMISSIONERS/LIAISON REPORTS

Mayor Pro Tem Mercer reported the following: attended the Professional Services Committee (PSC) evaluation meeting for the aviation fuel supplier and also participated in the Florida League of Cities Legislative Session Preview webinar in advance of the upcoming legislative session.

Commissioner Davis – No report

Commissioner Dollison welcomed Commissioner Davis and expressed that he looked forward to working with him. He remarked on the community support shown during the election and stated that Commissioner Davis's background and expertise would benefit the Commission's work in the coming years.

Commissioner Birdsong reported the following: attended multiple recent community and regional events, including [Winter Haven] Wolverine [Football Team] weekend activities (parade, banquet, and prayer breakfast); attended the Talbot House luncheon; attended the ribbon cutting for the new HCA emergency room facility on Havendale Boulevard; attended the Polk County Transportation Planning Organization (TPO) and the Polk Transportation Disadvantaged Local Coordinating Board Meetings; attended the Central Florida Regional Planning Council (CFRPC) Meeting and noted it was his final meeting as Chair; and attended a PSC evaluation where a sole-source bid was discussed.

Mayor Yates reported the following: attended many of the end-of-year activities already mentioned; highlighted enjoying being able to work with the Commission, city manager, deputy city manager, city clerk, city attorney, and other City staff. He expressed appreciation for their dedication and professionalism, noting that while mistakes occur, the team addresses them, learns from them, and moves forward, contributing to what he described as a

"world-class" organization in Winter Haven. He also addressed the *City Commissioners/Liaison Reports* section, noting that this portion of the agenda had evolved over the years. He encouraged the Commission to review the current format and consider whether any changes might improve it, suggesting that they bring ideas for discussion at the next Agenda Review Meeting. Lastly, he emphasized the importance of thoughtful input, while also acknowledging that the current approach may already serve the Commission well.

16. CITY ATTORNEY REPORT

City Attorney Murphy welcomed Commissioner Davis to the Commission, noting his prior experience on the school board. He expressed appreciation for the collaborative nature of the Commission and extended New Year's greetings to all.

17. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Encouraged attendance at upcoming Dr. Martin Luther King, Jr. (MLK) events: Friday luncheon recognizing historically significant community members and the Saturday morning parade. He noted that coordination for transportation questions would be handled by Assistant to the City Manager Amanda Jo "A.J." Nicholson.
- Commissioners would travel to Tallahassee beginning next Wednesday, January 21 for the start of the legislative session, with Polk County Day scheduled for Thursday; the commission is expected to return Friday. The agenda is still being finalized, with committee meetings being added by Director of Public Affairs and Communication Hill.
- City offices will be closed Monday, January 19, 2026, in observance of the MLK holiday.
- CRA Board held a meeting this evening. He also thanked Mayor Yates for serving as chair and Commissioner Dollison as vice chair.
- Welcomed Commissioner Davis and noted plans to continue his orientation.

18. DEPUTY CITY MANAGER REPORT – No report

19. CITY CLERK REPORT

City Clerk Castillo expressed she agreed with all of the positive comments shared this evening.

❖

City Manager Stavres reminded attendees that a reception would immediately follow the meeting in the conference room. The public was encouraged to stay and visit with the Commission.

Commissioner Birdsong expressed that he was excited to attend a celebration for Gertrude Williams, who he had presented a proclamation to before, but was now turning 111 years old this week. He asked that the Commission wish her a happy birthday.

20. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

21. ADJOURNMENT – 7:45 p.m.

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

_____ _____

Vanessa Castillo, MMC
City Clerk

William Brian Yates
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE – CITY COMMISSIONER

I, Chad Davis, do solemny swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of City Commissioner (Seat #4) of the City of Winter Haven, on which I am now about to enter. So help me God.

City Official Chad Davis (Print)

Signature Chad Davis

Date 1/12/25

STATE OF FLORIDA
COUNTY OF POLK

The forgoing instrument was acknowledged before me this 12th day of January, 2026, by Chad Davis as City Commissioner, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

2/15/2027
Commission Expires

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE – CITY COMMISSIONER

I, Clifton E. Dollison, do solemny swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of City Commissioner (Seat #5) of the City of Winter Haven, on which I am now about to enter. So help me God.

City Official Clifton E. Dollison (Print)

Signature

Date 1/12/2026

STATE OF FLORIDA
COUNTY OF POLK

The forgoing instrument was acknowledged before me this 12th day of January, 2026, by Clifton E. Dollison as City Commissioner, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

VANESSA CASTILLO
MY COMMISSION # HH 350404
EXPIRES: February 15, 2027

2/15/2027
Commission Expires

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE - MAYOR

I, William Brian Yates**, do solemny swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of Mayor of the City of Winter Haven, on which I am now about to enter. So help me God.**

City Official William Brian Yates

Signature William B. Yates

Date 1-12-2026

STATE OF FLORIDA
COUNTY OF POLK

The forgoing instrument was acknowledged before me this 12th day of January, 2026, by William B. Yates as Mayor, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

2/15/2027
Commission Expires

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

WINTER HAVEN
THE CHAIN OF LAKES CITY

OATH OF OFFICE – MAYOR PRO TEM

I, L. Tracy Mercer, **do solemny swear that I will support, protect, and defend the Constitution and Government of the City of Winter Haven, the State of Florida, and the United States of America; that I am duly qualified to hold office under the Constitution of the State; and that I will faithfully perform the duties of Mayor Pro Tem of the City of Winter Haven, on which I am now about to enter. So help me God.**

City Official L. Tracy Mercer

Signature L. Tracy Mercer

Date January 12, 2025

STATE OF FLORIDA
COUNTY OF POLK

The forgoing instrument was acknowledged before me this 12th day of January, 2026, by L. Tracy Mercer as Mayor Pro Tem, who is personally known to me and who did take an oath.

Vanessa Castillo
Notary Public

2/15/2027
Commission Expires

VANESSA CASTILLO
MY COMMISSION # HH 350464
EXPIRES: February 15, 2027

DATE: December 16, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-26-01:** Request by Lake Ashton II CDD to amend a portion of Planned Unit Development Ordinance O-07-78. **General Location:** The subject property is located in Lake Ashton II, generally located east of County Road 653 and west of Rattlesnake Lake, and consists of the common area parcels containing the amenity center and rights-of-way for the Lake Ashton II CDD. The area covered by this request is 54.18± acres.

BACKGROUND

Lake Ashton II CDD, petitioner, requests the City amend a portion of Planned Unit Development (PUD) Ordinance O-07-08. The property subject to this request is the common area parcels containing the amenity center and rights-of-way for the Lake Ashton II generally located east of County Road 653 and west of Rattlesnake Lake.

The petitioner's only proposed amendment is to add mobile food vending as a permitted use on the subject property. Community events are scheduled at the amenity center for Lake Ashton II residents and they intend to include mobile food vendors as a part of these events. Section 21-98 of the Winter Haven Code of Ordinances regulates mobile food vending activity, and if adopted, any mobile food vending on the subject property would be subject to these provisions.

SURROUNDING USES

The common area parcels subject to this request are located in Lake Ashton II and surrounded by single-family homes located within the subdivision.

INFRASTRUCTURE

As this request is an amendment to add mobile food vending as a permitted use to the already developed property, no additional impacts to public infrastructure are expected.

COMPREHENSIVE PLAN

The subject property is designated as a combination of Neighborhood Suburban and Conservation Future Land Uses. The proposed PUD amendment is consistent with these designations.

NOTIFICATION

All notification requirements for this request were met.

FINANCIAL IMPACT

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

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

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 1, 2025 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

The addition of mobile food vending as a permitted use on the common area parcels subject to this request does not represent a significant amendment to the PUD. As this request is an amendment to add mobile food vending as a permitted use to the already developed property, no additional impacts to public infrastructure are expected.

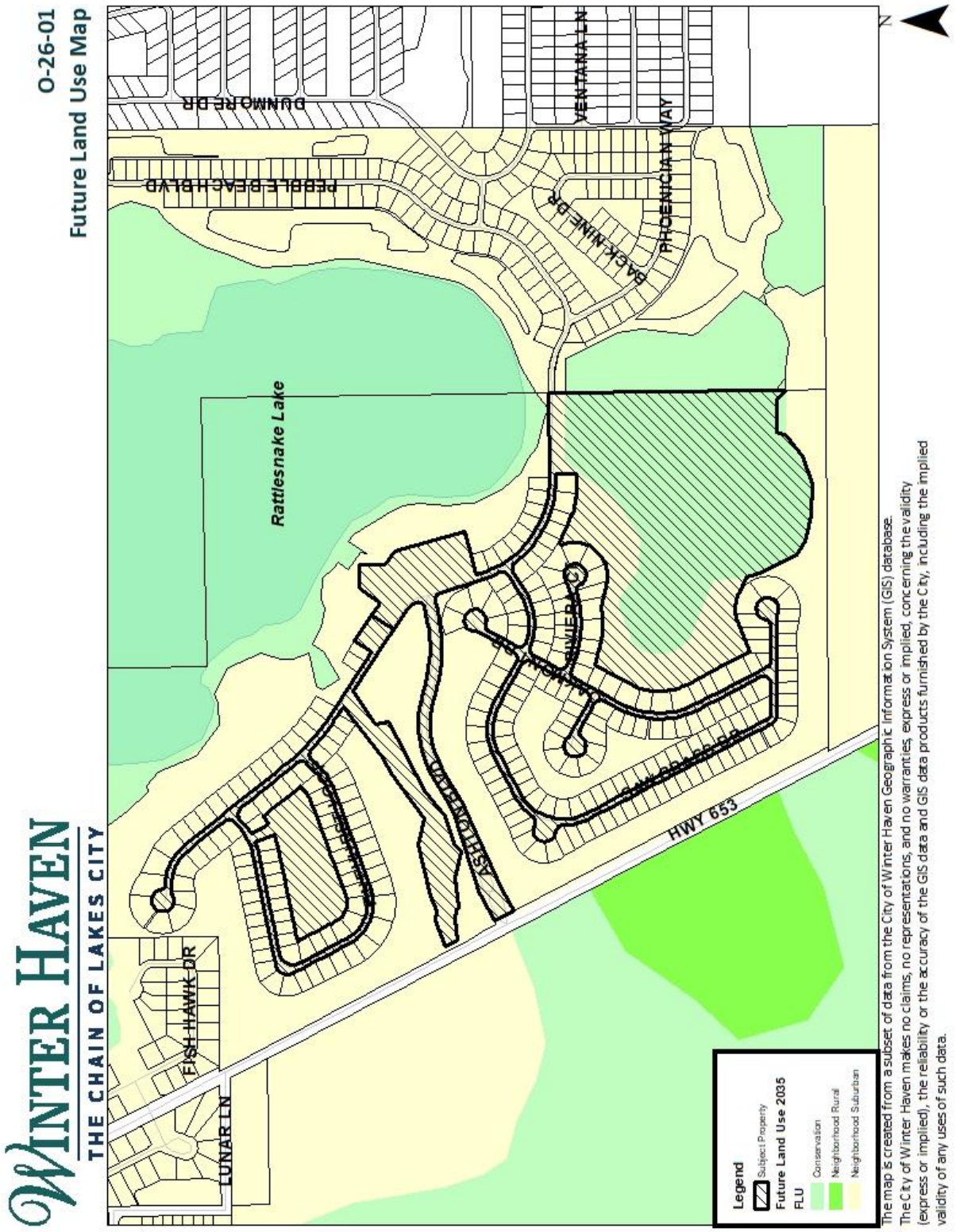
RECOMMENDATION

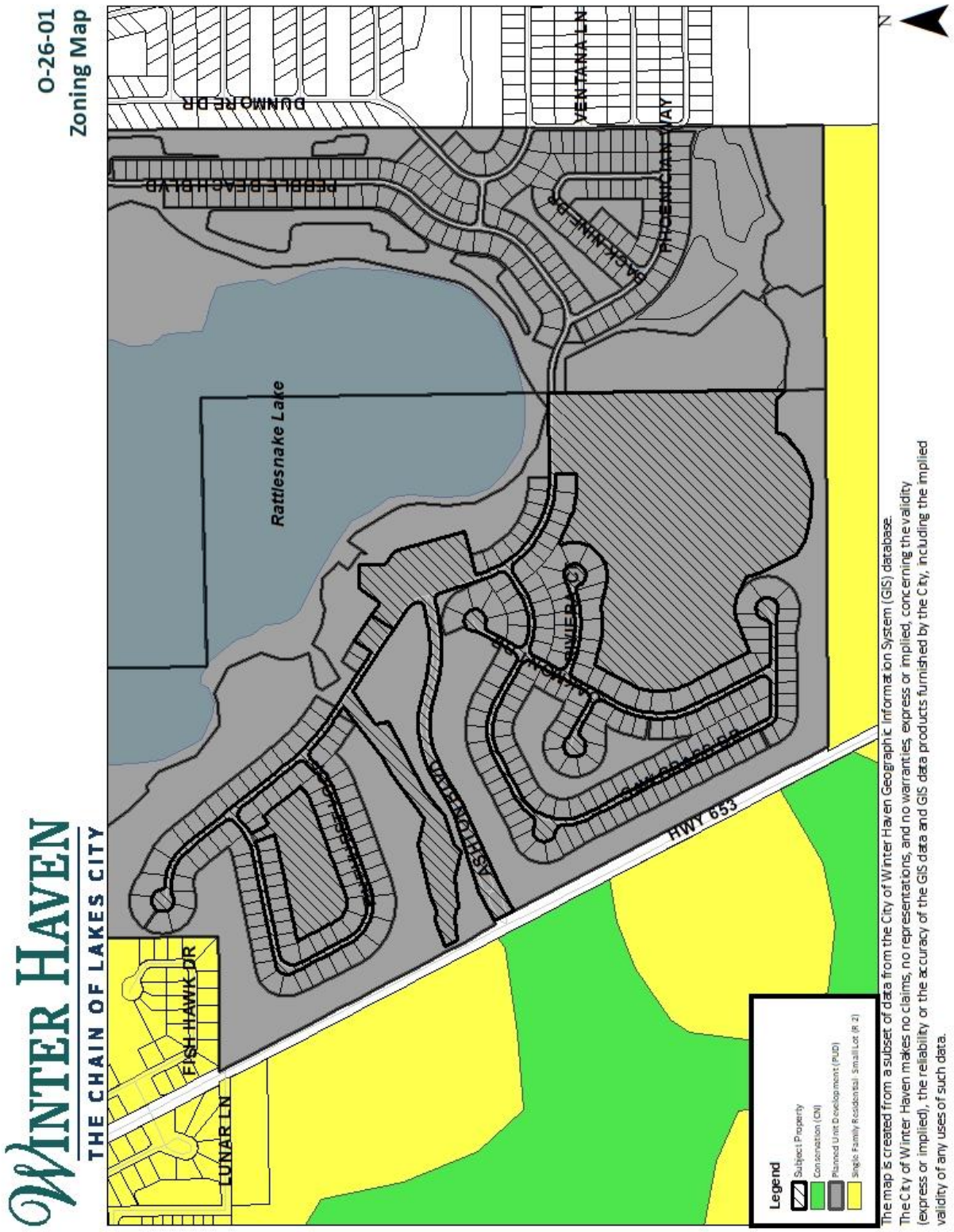
Staff recommends the City Commission approve Ordinance O-26-01.

ATTACHMENTS

- Future Land Use Map
- Zoning Map

- Aerial Map
- Ordinance O-26-01


O-26-01
Future Land Use Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
DUNMORE DR
PEBBLE BEACH BLVD
BACK NINE DR
PHOENICIAN WAY
VENTANA LN
Rattlesnake Lake
CYPRESS POINTE DR
CYPRESS POINTE CT
CYPRESS POINTE PL
CYPRESS POINTE CIR
CYPRESS POINTE LOOP
CYPRESS POINTE WAY
HWY 653
FISH HAWK DR
LUNAR LN
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Neighborhood Rural
Neighborhood Suburban
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-26-01
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
N
Rattlesnake Lake
DUNMORE DR
PEBBLE BEACH BLVD
SAGE MINE DR
PHOENICIAN WAY
VENTANA LN
RIVIERA DR
CYPRESS POINT DR
CYPRESS POINT CT
CYPRESS POINT PL
CYPRESS POINT CIR
CYPRESS POINT LN
CYPRESS POINT WAY
CYPRESS POINT TER
CYPRESS POINT PT
CYPRESS POINT PASS
CYPRESS POINT RUN
CYPRESS POINT TRL
CYPRESS POINT BLVD
CYPRESS POINT CV
CYPRESS POINT PATH
CYPRESS POINT CRST
CYPRESS POINT GRV
CYPRESS POINT HOLW
CYPRESS POINT VW
CYPRESS POINT XING
CYPRESS POINT PKWY
CYPRESS POINT SQ
CYPRESS POINT ALY
CYPRESS POINT MNR
CYPRESS POINT MDW
CYPRESS POINT OVLK
CYPRESS POINT PLZ
CYPRESS POINT RDG
CYPRESS POINT SPUR
CYPRESS POINT STRM
CYPRESS POINT TRCE
CYPRESS POINT VIS
CYPRESS POINT WALK
CYPRESS POINT WOOD
CYPRESS POINT YARD
CYPRESS POINT ZEN
CYPRESS POINT ZONE
CYPRESS POINT ZOOM
CYPRESS POINT ZOOM
CYPRESS POINT ZOOM


O-26-01
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
Rattlesnake Lake
HWY 553
ASHTON BLVD
SAW GRASS DR
OAK MOSS DR
RIVIERA CT
ESH HAWK DR
Legend
Subject Property
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.

ORDINANCE NO. O-26-01

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY AMENDING A PORTION OF PLANNED UNIT DEVELOPMENT ORDINANCE O-07-78; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The subject property is located in Lake Ashton II, generally located east of County Road 653 and west of Rattlesnake Lake, and consists of the common area parcels containing the amenity center and rights-of-way for the Lake Ashton II CDD. The area covered by this request is 54.18± acres.)

WHEREAS, there has been a request to amend a portion of an existing Planned Unit Development (PUD), and;

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

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

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

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

1. That Chapter 21 of the Code of Ordinances of the City of Winter Haven, Florida, is hereby amended to amend a portion of Planned Unit Development Ordinance O-07-78 on land as further depicted in Exhibit "A" attached hereto and made a part of this ordinance.

2. The property subject to PUD Ordinance O-26-01 shall be subject to the following conditions:

A. All conditions of Planned Unit Development Ordinance O-07-78 shall remain in effect with the addition of the following condition:

    1. Mobile food vending shall be a permitted use.

B. All other code requirements not specifically addressed by this Planned Unit Development shall apply.

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

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

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

6. This Ordinance shall be effective immediately; however, that such change shall first be noted on the official zoning map of the City of Winter Haven.

INTRODUCED on first reading this 12th day of January, 2026.

PASSED on second reading this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

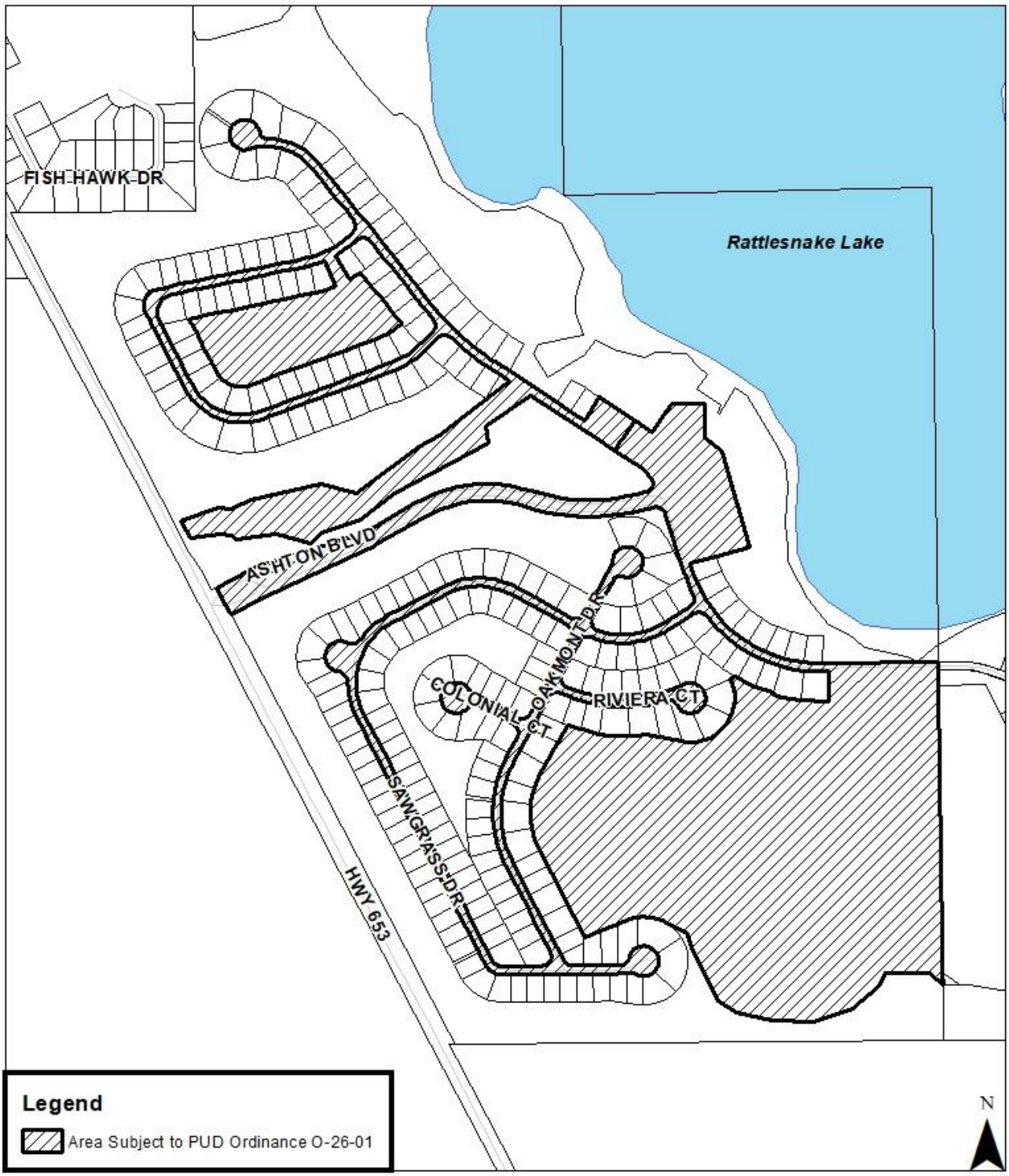
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


FISH HAWK DR
Rattlesnake Lake
ASHTON BLVD
OAKMONT DR
COLONIAL CT
RIVIERA CT
SAWGRASS DR
HWY 653
Legend
Area Subject to PUD Ordinance O-26-01
N

DATE: December 16, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

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

BACKGROUND

Florida Statutes require all local governments to adopt a 5-year Schedule of Capital Improvements as part of its Comprehensive Plan. This update includes fiscal years 2025/2026 through 2029/2030, and is derived from the City's 2025/2026 Operating Budget adopted by the City Commission September 22, 2025, and projects for which grants will be sought.

The 5-year Schedule of Capital Improvements consists of items identified in the Capital Improvement Program portion of the City's Operating Budget that implement specific objectives and policies contained in the Comprehensive Plan and those future projects for which grant funding will be pursued. Per Capital Improvements Element Policy 1.1.3, only those projects with a minimum cost of $25,000 and a minimum service life of five (5) years are included.

Total capital spending for the proposed 5-year schedule is approximately $391 million. Funding is provided from a combination of general and enterprise funds, impact fees, grants, bond revenues, loans, State and County revenue sharing, and private contributions.

Policies 1.1.7 and 1.1.8 formally adopt by reference the current FDOT 5-year Work Program, the Polk County 5-year Transportation Work Program, and the 5-year work program adopted by the Polk County

School Board. Adopting these work programs is necessary to fully implement the City's concurrency management system.

FINANCIAL IMPACT/BUSINESS IMPACT STATEMENT:

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

The following is submitted in order to demonstrate compliance with Chapter 166.041(4) of Florida Statutes to the extent that such compliance is even necessary. Ordinance O-26-02 adopts the annual update to the 5-year Schedule of Capital Improvements into the 2035 Winter Haven Comprehensive Plan. There are no anticipated compliance costs associated with Ordinance O-26-02, and due to the non-regulatory nature of the proposed ordinance, no impacts to businesses are expected. There are no new charges or fees associated with Ordinance O-26-02 nor any regulatory costs or revenue accruing to the City as a result of the adoption of Ordinance O-26-02. This Ordinance will not affect any businesses operating within the City of Winter Haven.

STRATEGIC PLAN ALIGNMENT

This is an amendment to the 2035 Winter Haven Comprehensive Plan which adopts the annual update to the 5-year Schedule of Capital Improvements, and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability, Infrastructure, and Responsible Government Strategic Pillars.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission, at its December 1, 2025 regular meeting, unanimously voted to recommend approval of this request. There were no public comments.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-02 and authorize the City Manager or his designee to take all necessary actions related to Ordinance O-26-02.

ATTACHMENT

- Ordinance O-26-02

ORDINANCE NO. O-26-02

AN ORDINANCE AMENDING ORDINANCE 23-24 THE 2035 WINTER HAVEN COMPREHENSIVE PLAN, BY AMENDING THE SCHEDULE OF CAPITAL IMPROVEMENTS PORTION OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF WINTER HAVEN COMPREHENSIVE PLAN; REVISING CAPITAL IMPROVEMENTS ELEMENT POLICIES 1.1.7 AND 1.1.8; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, proposed amendments to the Capital Improvements Element of the City of Winter Haven 2035 Comprehensive Plan, have been studied, documented, advertised, and heard by the Winter Haven Planning Commission; and

WHEREAS, the City Commission of the City of Winter Haven, Florida, deems it appropriate to amend the 2035 Comprehensive Plan in order to further the public interest and the general welfare of the citizens of the City of Winter Haven; and

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

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

1. That the Capital Improvements Element of the City of Winter Haven 2035 Comprehensive Plan is hereby amended by revising the Schedule of Capital Improvements to include Fiscal Years 2025/2026 through 2029/2030, to read as shown in Exhibit "A" which is attached hereto and made a part hereof.

2. That Capital Improvements Element Policy 1.1.7 is hereby amended to read as follows (Old language is ~~stricken through~~ and new language is <u>underlined</u>):

   Policy 1.1.7: The City shall adopt by reference, the ~~2024/2025~~ <u>2025/2026</u> through ~~2028/2029~~ <u>2029/2030</u> Florida Department of Transportation (FDOT) and Polk County Transportation Improvement Programs (TIP), as approved by the Polk Transportation Planning Organization (TPO), as part of the City's Schedule of Capital Improvements.

3. That Capital Improvements Element Policy 1.1.8 is hereby amended to read as follows (Old language is ~~stricken through~~ and new language is <u>underlined</u>):

   Policy 1.1.8: The City shall adopt by reference, the Polk County School Board's ~~2024/2025~~ <u>2025/2026</u> through ~~2028/2029~~ <u>2029/2030</u> Facilities Work Program, as approved by the Polk County School Board, as part of the City's Schedule of Capital Improvements.

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

5. All ordinances in conflict herewith are hereby repealed.

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

7. The effective date of this amendment to the 5-year Schedule of Capital Improvements shall be 31 days after adoption, unless the amendment is challenged pursuant to Section 163.3187(5), F.S. If challenged, the effective date of this amendment shall be the date a final order is issued by FloridaCommerce or its functional equivalent, or the Administration Commission, finding amendment in compliance with Section 163.3184, F.S. No development orders, development permits or land use dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of the resolution shall be sent to FloridaCommerce, Bureau of Community Planning and Growth, 107 East Madison Street, Tallahassee, Florida 32399.

INTRODUCED on first reading this 12th day of January, 2026.

PASSED on second reading this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"
Page 1 of 11

Ordinance O-26-02
Exhibit "A"

Page 1 of 11

Capital Improvements Element

Schedule of Capital Improvements

Fiscal Years 2025/2026 through 2029/2030

Note: Projects contained in Years One through Three as notated in **Red** can be used to meet concurrency requirements.

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
TRANSPORTATION										
Multi-modal										
Avenue C, SE (First Street S to 6th Street SE)	$1,621,427	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Transportation Enhancement Grant- $1,336,427; Ad Valorem Taxes- $285,000		$285,000 (Design)		$1,336,427 (Construction)		Proposed improvements will reduce oversized lane widths of a 2-lane collector street into a corridor with an 8-foot sidewalk along the north side of the street, reconstruction of the existing 5-foot sidewalk located along the south side of the street, reducing travel lanes to 11 feet, adding defined on-street parking where space permits, landscaping, and minor drainage improvements.
Avenue D, NW	$2,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$2,000,000 (Design & Construction)	Avenue D, NW is a key east/west collector roadway lying immediately north of downtown. With many pedestrian oriented improvements occurring in the core of downtown along Central Avenue, Avenue D, NW is experiencing increased traffic. The 2015 Winter Haven Downtown Transportation Plan recognizes this and indicated improvements are needed along this corridor.
West Central Avenue	$856,366	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grant- $371,366; City- $285,000			$285,000 (Design)		$371,366 (Construction)	Design and construction of sidewalk upgrades, lighting, and on-street parking along West Central Avenue between West Lake Howard Drive and Sixth Street, SW (US 17).
Cypress Gardens Blvd Corridor Vision Plan implementation	$4,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$4,000,000	This will be an initial project to begin implementation of findings identified in FDOT's 2020 Corridor Vision Plan for Cypress Gardens Boulevard between Cypress Gardens Road and Waterview Way. The end goal is to begin transforming this corridor from a rural cross-section to an urban cross-section. Initial efforts will focus on upgraded sidewalks, street lighting, and landscaping.
Eighth Street/Avenue L NW	$1,542,720	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,257,720; Ad Valorem Taxes	$285,000 (Design)		$1,257720 (Construction			Design and construct approximately 2,400 feet of multi-modal improvements to include sidewalks/multi-use path, intersection improvements, and a lane width reduction for Eighth Street, NW and Avenue L, NW between North Lake Howard Drive and Sixth Street, NW (US Highway 17)
Eighth Street SE	$1,279,377	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $893,377; Ad Valorem Taxes- $386,000	$285,000 (Design)	$994,377 (Construction)				Design and construct approximately 2,400 feet of multi-modal improvements to include sidewalks/multi-use path and intersection improvements between Cypress Gardens Blvd and Avenue K, SE

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
East Lake Howard Trail and Trailhead (Avenue B, NW to Lake Howard/Lake May Canal)	$735,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Ad Valorem Taxes	$160,000 (Design)			$575,000 (Construction)		Design and construction of a 3,500±-foot multi-use trail and sidewalks along the eastern side of Lake Howard from Avenue B, NW to Lake Howard/Lake May Canal. This trail will provide a connection to neighborhoods in southwest Winter Haven from the Chain of Lakes Trail network. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail.
Fifth Street, SE	$1,400,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT Grants- To be applied for; Ad Valorem Taxes					$1,400,000	Design and construction of approximately 2,600 feet of multi-modal improvements along Fifth Street, SE between Avenue G, SE and Avenue C, SE
Fourth Street, NE	$1,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT Grants- To be applied for; Ad Valorem Taxes					$1,000,000	Design and construction of approximately 1,500 feet of multi-modal improvements along Fourth Street, NE between Avenue K, NE and Avenue O, NE
North Lake Maude Drive	$1,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	FDOT Grants- To be applied for; Ad Valorem Taxes					$1,000,000	Design and construction of approximately 1,200 feet of multi-modal improvements along North Lake Maude Drive between Third street, NE and Edwin Street, NE. This project would include a connecting sidewalk(s) along either Third Street, NE or Fourth Street, NE back to Martin Luther King Boulevard
South Lake Howard Trail (15th St SW to Avenue G NW)	$3,294,800	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Congressional Appropriation- $750,000; Ad Valorem Taxes	$294,800 (Design)			$3,000,000 (Construction)		• (15th Street SW to Avenue C, SW): Design and construct a 3,200-foot multi-use trail along the shore of Lake Howard from 15th Street, SW to Avenue C, SW. The trail will aid in providing a connection between downtown and the Lake Howard Nature Park. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a multi-use trail; • (Avenue C, SW to Avenue G, NW): Corridor analysis for a trail connection along the western side of Lake Howard between Avenue C, SW and Avenue G, NW. The specific route for this trail has not been finalized. This project is identified in the Sidewalk Pedestrian Multi-modal Infrastructure Access Plan as a priority multi-use trail.
East Lake Martha Drive	$1,453,508	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grant- $1,168,508; City- $285,000			$285,000 (Design)		$1,168,508 (Construction)	Design and construction of upgraded sidewalks and crosswalks along both sides of East Lake Martha Drive between Avenue C, NE and Avenue K, NE.

Exhibit "A"
Page 3 of 11

Ordinance O-26-02
Exhibit "A"

Page 3 of 11

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Sixth Street, SW	$1,230,873	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,042,854; Ad Valorem Taxes- $188,019	$165,000 (Design)		$1,065,873 (Construction)			The Sixth Street, SW Complete Street improvements will convert the existing former 4-lane roadway between Avenue C, SW and Avenue G, SW into a corridor with two, 10 to 11-foot travel lanes (existing), a median/center turn lane, landscaping, rain gardens, and an 8-foot sidewalk along the eastern side of the roadway. The project will also provide 5 to 6-foot wide infill sidewalks along Avenue G, SW between Fifth Street, SW and Seventh Street, SW. This project was identified by the 2015 Winter Haven Downtown Transportation Plan.
North Lake Shipp Drive Reconstruction (Avenue Q, SW to CSX RR Tracks)	$4,285,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes- $150,000; FDOT Grants (To be applied for)	$285,000 (Design)			$4,000,000 (Construction)		A Major focus of this effort is accommodating safer pedestrian movement. Additional improvements include bicycle facilities, drainage improvements, sidewalks.
Old Helena Road Multi-use Trail	$1,235,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	NA	Ad Valorem Taxes; FDOT Grant- $592,094	$285,000 (Design)	$950,000 (Construction)				Design and construction of a minimum 8-foot wide, 3,800-foot long multi-use trail along Old Helena Road between Legoland Way and Cypress Gardens Boulevard. This project supports concepts contained in FDOT's *2021 Cypress Gardens Boulevard Corridor Study*.
Roselawn Street SW	$1,317,725	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,145,848.; Ad Valorem Taxes- $171,877			$171,877 (Design)		$1,145,848 (Construction)	Design and construction of multi-modal improvements to include sidewalks and intersection improvements from 15th Street, SW to Avenue O, SW
Third Street, NW (Avenue D, NW to S Lake Silver Dr)	$3,500,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $1,690,315; Ad Valorem Taxes- $1,809,685	$3,500,000 (Construction)					The 3rd Street NW multi-modal improvements will convert the existing roadway between Avenue D, NW and South Lake Silver Drive into a corridor with two, 10 to 11-foot travel lanes, upgraded parking, landscaping, rain gardens, and a roundabout, and improved pedestrian safety amenities.
US Highway 17 Corridor Vision Plan Implementation	$2,000,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants (To be applied for); Ad Valorem Taxes					$2,000,000	This will be an initial project to begin implementation of findings identified in FDOT's 2020 Corridor Vision Plan for US Highway 17 between Cypress Gardens Boulevard and Motor Pool Road. Focus will be on upgrading sidewalks and crosswalks, traffic calming, and addressing midblock crossing opportunities.
Neighborhood Sidewalks	$825,000	Transportation Objective 1.3, Objective 1.7, Objective 1.14, Objective 2.2, Objective 2.3; Recreation Objective 1.6	LOS D + 10%	General Fund- $660,000; DT CRA- $75,000; FV CRA- $75,000; Transportation Fund- $150,000	$165,000	$165,000	$165,000	$165,000	$165,000	Sidewalk improvement program to address ongoing sidewalk improvements, including construction of infill sidewalks throughout the City.

Exhibit "A"
Page 4 of 11

Ordinance O-26-02
Exhibit "A"

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Roadways										
Cypress Gardens Blvd (SR 540) Congestion Improvements (6th, 8th, and 9th Street, SE)	$1,900,000	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes- $2,400,000; Transportation Impact Fees- $200,000	$1,900,000 (R-O-W Acquisition)					This project will address congestion and delays along Cypress Gardens Boulevard at the 6th Street, SE, 8th Street, SE, and 9th Street, SE intersections.
Logistics Parkway Extension	$2,157,285	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Interlocal Agreement- $1,807,579; Water Connections Fees- $349,706	$2,157,285					Project will connect Pollard Road to the existing Logistics Parkway. The project will also include a multi-use trail, sidewalk, and lighting.
Roosevelt Drive Extension (Cypress Gardens Blvd to Register Rd)	$1,000,000	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	FDOT Grants- $927,935; Ad Valorem Taxes; Trans Impact Fees	$1,000,000 (Construction)					Reconstruction and completion of Roosevelt Drive with sidewalks between Cypress Gardens Blvd and Register Rd. This project was identified in FDOT's *2021 Cypress Gardens Boulevard Corridor Study*.
Transportation and Sidewalk Improvement Program	$10,000,000	Transportation Objective 1.3; Objective 1.7; Objective 1.14; Objective 2.2; Objective 2.3; Recreation Objective 1.6	LOS D + 10%	Ad Valorem Taxes	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	Re-paving and sidewalk projects City-wide.
Signalized Intersection Timing Upgrades	$75,000	Transportation Objective 1.1	LOS D + 10%	Ad Valorem Taxes	$15,000	$15,000	$15,000	$15,000	$15,000	Identified upgrades will aid in traffic flow and improve overall level of service of the roadway network.
Airport										
Eastern Itinerant Aircraft Parking Apron	$500,000	Transportation Objective 1.11	NA	FDOT- $400,000; City- $100,000					$500,000	Design and construction of additional itinerant aircraft parking apron to the North Apron
Executive Hangar #139	$792,710	Transportation Objective 1.11	NA	FAA- $630,810; FDOT- $80,950; City- $80,950				$792,710		This project will construct additional itinerant aircraft parking adjacent to the north apron, resulting in additional capacity.
Runway 5/23 and Taxiway B Rehabilitation	$288,400	Transportation Objective 1.11	NA	FDOT- $230,720; City- $57,680					$288,400	This project would rehabilitate runway 5/23, Taxiway B, and the intersection of Runways 11/29 and 5/23.
T-Hangar Taxi-lane Rehabilitation	$2,760,000	Transportation Objective 1.11	NA	FAA Grant- $2,484,000; FDOT Grant- $138,000; Ad Valorem Taxes- $138,000	$2,760,000 (Design & Construction)					Rehabilitate existing taxi-lanes between t-hangar buildings located in the south quadrant of the airport. The proposed approach includes a mill and overlay of the asphalt
Runway 11/29 PAPIs	$225,000	Transportation Objective 1.11	NA	FDOT- $180,000; City- $45,000		$225,000 (Construction)				Addition of these navigational aids will enhance safety at airport
Taxiway E Extension	$2,310,000	Transportation Objective 1.11	NA	FAA- $2,079000; FDOT- $115,500; City- $115,500			$210,000 (Design)	$2,100,000 (Construction)		Design and construct an extension to Taxiway E from midfield to approach end of Runway 29. The extension will help with development of the eastern quadrant of the airport
TOTAL TRANSPORTATION	**$66,388,191**				**$15,257,085**	**$4,634,377**	**$5,455,470**	**$13,984,137**	**$17,054,122**	

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SANITARY SEWER PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Treatment Plants										
Wastewater Treatment Plant 3 (Water Resource Facility at Pollard Rd)	$165,600,000	Sanitary Sewer Objectives 1.1 and 1.3; Water Supply Objective 1.1	250.0 gallons /person/ day	Grants- $16,800,000; Revenue Bonds- $98,400,000; SRF Loan- $50,400,000;	$5,800,000	$19,950,000	$33,850,000	$60,350,000	$45,650,000	Wastewater Treatment Plant 3 is nearing its projected end of its useful life and permitted capacity. Project will design and construct improvements to allow the plant's capacity to be increased to 12.0 MGD. This project will provide the opportunity to add more modern treatment and effluent discharge applications.
Line Extensions/Upgrades										
North Lake Shipp Drive Utility Improvements	$3,200,000	Sanitary Sewer Objective 1.1	250.0 gallons /person/ day	Sewer Connection Fees- $850,000; Water Connection Fees- $850,000; Grants- $1,500,000	$100,000	$1,100,000	$2,000,000			Design and construction of upgraded gravity lines and force-main along the North Lake Shipp Drive corridor. The upgraded line will increase capacity and improve reliability in the southwest portion of the City.
Septic to Sewer Conversions-Remediation Area 6A (E Lk Hartridge)	$4,375,088	Sanitary Sewer Objective 1.3	250.0 gallons /person/ day	Grants- $3,964,438; SRF Loan- $410,650	$1,171,438	$1,203,650	$1,000,000	$1,000,000		Design, permit, and construction of wastewater infrastructure to properties presently utilizing septic systems for wastewater disposal. This project will reduce nutrient loading to nearby waterbodies.
Sewer Force-main Extensions	$4,820,000	Sanitary Sewer Objective 1.1	250.0 gallons /person/ day	Sewer Connection Fees- $4,420,000; Operating Revenues- $300,000	$20,000	$100,000	$1,800,000	$1,600,000	$1,500,000	Design and construction of sewer force-mains throughout the City to accommodate new growth.
TOTAL SANITARY SEWER	$177,995,088				$7,091,438	$22,353,650	$38,450,000	$62,950,000	$47,150,000	
RECLAIMED WATER										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Reuse Water Main Extensions and Connections	$3,200,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4; Conservation Objective 1.2	NA	Grants- $1,700,000; Sewer Connection Fees- $1,500,000	$200,000	$1,000,000	$1,000,000	$1,000,000		This project will provide a looped reuse system around the City for the purpose of supplying reuse water for irrigation, aquifer recharge, and wetland restoration.
ASR Wellfield	$1,375,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4; Aquifer Recharge Objective 2.3	NA	Grants- $1,375,000	$1,375,000					Design and construction of aquifer Storage and Recovery (ASR) wells for the recharge, storage and recovery of reclaimed water, stormwater, and fresh water for future use.
Direct Potable Reuse	$5,500,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4	NA	Grants- $2,750,000; Sewer Connection Fees- $2,750,000	$50,000	$150,000	$1,300,000	$4,000,000		Design and construction of the facilities to implement direct potable water reuse.
WWTP 2 Reclaim Bypass	$1,250,000	Water Supply Objective 1.3, Objective 2.1; Potable Water Objective 1.4; Conservation Objective 1.2	NA	Sewer Connection Fees- $1,250,000	$750,000	$500,000				Design and construction of a reuse bypass main directly to WWTP 2 from the WWTP 3 reuse transmission main to ensure adequate system pressures.
TOTAL RECLAIMED WATER	$11,325,000				$2,375,000	$1,650,000	$2,300,000	$5,000,000	$0	

POTABLE WATER

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Treatment Plants & Storage										
SR 60 Elevated Storage Tank	$3,950,000.00	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	Water Connection Fees- $2,122,500; WIFIA Loan- $1,837,500				$200,000	$3,750,000	Design and construction of an elevated water storage tank to support distribution system pressure to meet demands of planned growth in the southern portion of the Utility Service Area
Cypresswood Water Treatment Plant	$2,200,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan	$1,000,000	$1,200,000				Improvements will provide a new water treatment facility on the easterly portion of the Winter Haven service area.
Fairfax Water Treatment Plant	$5,500,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan- $4,750,000; Water Connection Fees- $250,000; Operating Revenues- $500,000	$350,000	$750,000	$2,200,000	$2,200,000		Improvements will replace HSP # 4, antenna replacement, control building upgrades, and upgrade ground storage tank
Garden Grove Pump Station	$600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	Water Connection Fees				$400,000	$200,000	Existing Garden Grove Water Treatment Plant will be de-commissioned and converted to a pumping station.
Inwood Water Treatment Plant	$2,875,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan- $2,775,000; Water Connection Fees- $100,000	$50,000	$250,000	$1,550,000	$1,025,000		Plant upgrades including service pump replacements, motor control room, and electrical upgrades. This also includes replacement of HSP # 1 which increases from 300 gpm to 1,500 gpm
Pollard Road Water Production Facility	$4,400,000	Potable Water Objective 1.1, Objective 1.3; Water Supply Objective 1.1	275 gallons/ unit/day	SRF Loan- $4,400,000	$1,650,000	$2,200,000	$550,000			Design and construction of a new water treatment plant to serve the southern portion of the Winter Haven Water Service area and in support of the ILC. This facility will also be the receiving point for the Polk Regional Water Cooperative (PRWC) alternate water supply.
Line Extensions/Upgrades										
Auburndale Receiving Facility	$665,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	275 gallons/ unit/day	PRWC Funding- $665,000	$51,600	$363,400	$250,000			Project creates a potable water connection to neighboring utilities to allow for sharing future PRWC water supply.
Cypresswood WTP Line Extensions	$4,600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	275 gallons/ unit/day	Sewer Connection Fees- $1,200,000; Water Connection Fees- $1,200,000; Developer Contributions- $1,350,000; Grants- $850,000	$50,000	$50,000	$2,250,000	$2,250,000		Design and construction of new infrastructure to serve the replacement Cypresswood WTP
Dundee Interconnect	$600,000	Potable Water Objective 1.1, Objective 1.2; Water Supply Objective 1.3, Objective 1.4	275 gallons/ unit/day	Water Connection Fees- $300,000; Inter-local Agreement- $300,000	$600,000					Dundee Interconnect project creates a potable water connect to neighboring utilities for sharing future water supply and emergency conditions.

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Haines City Interconnect	$2,700,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water Connection Fees- $1,350,000; Interlocal Agreement- $1,350,000		$1,200,000	$1,500,000			Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Lake Alfred Water Receiving Facility	$325,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	PRWC Funding- $325,000		$125,000	$200,000			Project creates a potable water connection to neighboring utilities to allow for sharing future water supply and emergency supply.
Old Bartow/Lake Wales Rd Water Main	$7,540,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water Connection Fees - $5,540,000; Developer Contributions- $2,000,000	$20,000	$1,020,000	$1,250,000	$2,250,000	$3,000,000	Design and construction to loop water from Logistics Parkway to CR 653 for water quality and emergency services.
Water Main Transmission Projects	$4,950,000	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water Connection Fees- $4,650,000; Operating Revenues- $300,000	$150,000	$100,000	$1,600,000	$1,600,000	$1,500,000	Design and construction of water mains in new areas of growth, existing communities, and system looping.
Winter Haven Water Facility Building Utility Extensions	$1,511,500	Potable Water Objective 1.1, Objective 1.2. Water Supply Objective 1.3. Objective 1.4	275 gallons/ unit/day	Water/Wastewater Connection Fees	$1,511,500					Design and construction of water and wastewater mains along Buckeye Loop Road to serve the future Winter Haven Water Facility Building.
Water Supply/Aquifer Recharge Projects										
East Peace Creek Flood Mitigation (Cypresswood)	$5,215,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Water Connection Fees- $400,000; Sewer Connection Fees- $400,000; WIFIA Loan- $2,450,000; Developer Contributions- $700,000; Grants- $1,265,000	$15,000	$200,000	$2,500,000	$2,500,000		The East Winter Haven/Peace Creek Mitigation Project will minimize or eliminate risks and reduce losses from future disasters due to flooding, hurricanes and severe storms, and other hazards. This project focuses on the Cypresswood's area from Cypresswood Gardens Blvd to Dundee Road. The project includes planned unit development, roadway connecting Cypress Gardens Blvd to Dundee Road, flood mitigation, wetland restoration and nature trails. Other benefits include enhancing water supply.
East WH Aquifer Recharge and Wetland Restoration- Bradco Farms Property	$11,800,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Grants- $11,800,000	$1,000,000	$5,500,000	$3,200,000	$2,100,000		The Bradco Property project will consist of a wetland recharge area, and ASR well, recreational trail amenities, and a site for Utilities administration facility.
North WH Aquifer Recharge	$1,560,000	Water Supply Objective 1.1; Potable Water Objective 1.1	NA	Sewer Connection Fees- $1,050,000. Operating Revenues- $10,000; Grants (To be applied for)- $1,000,000	$10,000	$1,050,000	$500,000			Design/construction a series of rapid infiltration basins to treat and disperse wastewater. The effluent can then be used for surface/ground water recharge.
Automated Meter Infrastructure	$350,000	Water Supply Objective 1.1; Potable Water Objectives 1.1 and 1.4	NA	Water Connection Fees	$250,000	$100,000				Automated Meter Infrastructure will automate the City's water meter data collection. Automated meters will allow customers to view in real time water consumption, with the goal of improving conservation.
TOTAL POTABLE WATER	**$61,341,500**				**$6,708,100**	**$14,108,400**	**$17,550,000**	**$14,525,000**	**$8,450,000**	

SOLID WASTE										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Fleet Expansion	$3,300,000	Solid Waste Policy 1.1.2	4.5 Pounds/ person/day	Solid Waste Fund	$490,000	$490,000	$770,000	$780,000	$770,000	Fleet needs to expand with a new collection route (one refuse and one recycling vehicle) for every 1,000 homes.
TOTAL SOLID WASTE	$3,300,000				$490,000	$490,000	$575,000	$780,000	$780,000	
DRAINAGE										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Logistics Parkway Stormwater Reclamation	$2,175,000	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3	NA	Grants- $2,175,000 (To be applied for)				$1,375,000	$800,000	Design and construction of stormwater infrastructure along Logistics Parkway to capture and retain stormwater run-off for recharge of the surficial aquifer.
Stormwater Assessment & Improvement Projects	$7,404,227	Drainage & Aquifer Recharge Objective 1.2, Objective 1.5, Objective 2.2, Objective 2.3; Conservation Objective 1.2, Objective 2.3	NA	Stormwater Fees; Grants		$3,482,852 (Avenue K, SE)	$3,921,375 (Avenue C, SE & S Lake Howard)			Series of projects to improve drainage in priority areas of the City where flooding and pollutant loading can be addressed simultaneously. The six priority areas are: Ware Avenue NE; Mirror Terrace, NW; Avenue C, SE; Avenue K, SE; High Point Avenue; and South Lake Howard Drive.
TOTAL DRAINAGE	$9,579,227				$0	$3,482,852	$3,921,375	$1,375,000	$800,000	
CONSERVATION										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Nature Center	$1,000,000	Conservation Objective 1.1, Objective 1.2; Potable Water Objectives 1.1 and 1.3; Water Supply Objective 1.1	NA	Grants- To be applied for					$1,000,000	Design and construction of a nature center to provide educational opportunities regarding the City's natural environment
TOTAL CONSERVATION	$1,000,000				$0	$0	$0	$0	$1,000,000	

RECREATION

PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Chain of Lakes Park	$7,203,989	Recreation Objective 1.1, Objective 2.1	Ballfields 1/5000	Bond Proceeds- $6,603,989; TDC Contribution- $600,000	$1,203,989		$6,000,000			Renovation of 5 ballfields including drainage, fencing, lighting, spectator amenities, and support facilities.
Diamondplex	$2,700,000	Recreation Objective 1.1, Objective 2.1; Future Land Use Policy 1.5.9	Ballfields 1/5000	Ad Valorem Taxes	$2,600,000	$100,000				The facility was originally constructed in 1998, and requires upgrades and replacements to the field and installation of energy efficient LED field lighting.
Lake Lulu Wetland Park & Trail	$2,150,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Impact Fees		$150,000 (Design)	$2,000,000 (Construction)			Nature Park and trail development to connect Harmony Trail & SE Winter Haven, Polk County owned adjacent property & COL Phase II Trails
Lions Park	$6,200,000	Recreation Objective 1.1, Objective 2.1	Playground- 1/5,000; Picnic shelter- 1/5,000	Parks & Recreation Impact Fees	$200,000 (Park Renovation Design)	$3,000,000 (Park Renovation Construction)	$3,000,000 (Park Renovation Construction)			The City purchased the Lions Park property on the southern shore of Lake May in 2007. Evaluation of the park property has found that the park is out of date and needs renovation to include: parking, picnic areas, playground, bridges, and walkways.
Martin Luther King Park- Skate Park	$250,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Ad Valorem Taxes	$100,000	$100,000	$50,000			It is anticipated that within two to four years of operation, the skate park will need upgrades for obstacles and infrastructure due to use. These funds will help ensure the continued safety and enjoyment of the facility
Pickelball Courts	$2,000,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Bond Proceeds- $2,000,000		$1,500,000	$500,000			Design and development of Pickleball facilities at various park sites and development of a Pickleball facility
"Rowdy" Gaines Olympic Pool	$495,000	Recreation Objective 1.1, Objective 2.1	Swimming Pool- 1/25,000	Ad Valorem Taxes	$70,000	$175,000	$100,000	$50,000	$100,000	General renovation and upgrades to the pool and pool deck along with the installation of additional shade sails.
Rotary Park	$730,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents	Ad Valorem Taxes- $480,000 & Rotary Club- $250,000	$50,000	$600,000	$80,000			Construction of park improvements including: horsehoe courts, building renovations and expansion in FY 2026, and site modernization.
Sertoma Park Redesign	$2,500,000	Recreation Objective 1.1, Objective 2.1	Ballfields- 1/5,000; Park land-6acres/ 1,000 residents	Ad Valorem Taxes		$1,500,000	$1,000,000			Renovation of facility to including parking improvements, football field, concession facilities, lighting, and spectator amenities.
Southeast Park	$10,150,000	Recreation Objective 1.1, Objective 2.1	Ballfields- 1/5,000; Park land-6acres/ 1,000 residents	Bond Proceeds- $10,000,000; Ad Valorem Taxes- $150,000		$10,150,000, (Purchase Land & Develop Site				Identify, purchase land , and develop a park in southeast Winter Haven
Wayfinding Signage	$150,000	Recreation Policy 1.2.4	NA	Ad Valorem Taxes	$30,000	$30,000	$30,000	$30,000	$30,000	Several parks have signage dating back to the early 2000s. Many other parks do not have any signage. This project will replace existing park signage and add signage at parks without signage. This will also include wayfinding and main park signs. This will include a new design (TBD) with a focus on a modern design, efficient maintenance and brand updates

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PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Winter Haven Recreational and Cultural Center	$200,000	Recreation Objective 1.1, Objective 2.1	Basketball- 1/5,000; Swimming Pool- 1/25,000; Playground 1/5,000	Ad Valorem Taxes- $300,000; Construction Fund- $21,322,303		$100,000	$100,000			Complete remaining renovation including branch library, technology area, ADA upgrades, updated mechanical systems, building security, building flow, and community accessibility.
Winter Haven Senior Adult Center	$395,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents; Playground 1/5,000	Ad Valorem Taxes	$35,000	$195,000	$65,000	$100,000		General upgrades to facility and adjoining shuffleboard courts.
Women's Club Building/ Heritage Park	$125,000	Recreation Objective 1.1, Objective 2.1	NA	Ad Valorem Taxes- $125,000	$25,000	$100,000				General improvements to preserve a historic facility constructed in 1923, including parking lot improvements, climate control, weatherproofing, and roof repairs.
Park and Playground Enhancements Program	$2,100,000	Recreation Objective 1.1, Objective 2.1	6 acres/ 1,000 residents; Playground 1/5,000	Ad Valorem Taxes	$250,000	$600,000	$400,000	$400,000	$300,000	City-wide upgrades and enhancements to park and playground facilities.
TOTAL RECREATION	$37,348,989				$4,563,989	$18,300,000	$13,325,000	$580,000	$430,000	

OTHER PROJECTS IMPLEMENTING POLICIES IN THE COMPREHENSIVE PLAN										
PROJECT	TOTAL PROJECT COST	COMPREHENSIVE PLAN POLICY IMPLEMENTATION	LEVEL OF SERVICE STANDARD	FUNDING SOURCE	FISCAL YEAR 2025/2026	FISCAL YEAR 2026/2027	FISCAL YEAR 2027/2028	FISCAL YEAR 2028/2029	FISCAL YEAR 2029/2030	COMMENTS
Building Division Remodel/Reuse of old Fire Station One	$3,844,070	Housing Goal One	NA	Building and Permitting Fees	$3,844,070					Renovation of Old Fire Station One to create a new customer-oriented space to house the Building Division.
Public Safety Complex 5	$5,002,000	Future Land Use Objective 1.4	NA	Bond Proceeds	$5,002,000					Design and construction of a 11,000 square foot multi-purpose public service building on City-owned property on 20th Street, NW. This facility is designed to serve the northwest portion of the City.
Water Department Administration and Operations Facility	$24,000,000	Infrastructure Element; Water Supply Sub-element; Water Sub-element; Sanitary Sewer Sub-element	NA	Revenue Bonds- $24,000,000	$12,000,000	$12,000,000				The department has outgrown the current facility location in equipment storage, staffing and materials storage use. Project consists of the design and construction of a new combined Administration, Customer Service, Water Resource Center and Operation Facility located adjacent to the proposed E. Winter Haven Aquifer Recharge and Wetland Restoration project at Bradco Farms.
TOTAL OTHER	$32,846,070				$20,846,070	$12,000,000	$0	$0	$0	
TOTAL ALL ELEMENTS	$391,121,065				$57,331,682	$77,019,279	$81,576,845	$99,194,137	$75,664,122	

Note: FDOT projects, Polk County transportation projects, and Polk County School Board projects are adopted by reference by Capital Improvements Element Policies 1.1.7 and 1.1.8.

DATE: December 16, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

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

BACKGROUND

During the 2025 Florida Legislative Session, Senate Bill (SB) 784 was passed by the Legislature, signed by the Governor into law, and became effective July 1, 2025. SB 784 revises Chapter 177.071 of Florida Statutes by addressing the process governing the review and approval of final subdivision plats by local governments. The most significant change is the approval of a final subdivision plat is now required to be administrative through City Staff instead of the City Commission. Other changes involve establishing a timeline to complete the review of a final plat and indicating the "Administrative Authority," whom will issue the final administrative approval of the final plat.

To address the changes in State Law, the following changes to Chapter 21, Article VII, Division 5 are proposed:

- Approval of final subdivision plat will be through the City Administrative Authority (proposed to be the Economic Opportunity and Community Investment Director) as opposed to the City Commission;

- Requirement for a formal acceptance letter for all applications to be provided from the City to the applicant upon receipt of a complete subdivision plat application; and

- A maximum 180-day review period for applications for a final subdivision plat; and

- The City Administrative Authority will have the power to accept improvements to be dedicated to the City and release subdivision performance bonds.

All other platting requirements, including the documents required as part of the application, the staff review process, and performance bonding will remain the same.

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations , which is enacted for compliance with Senate Bill 784 (2025). In accordance with Chapter 166.041(4)(c) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a routine land use and zoning assignment associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-03 and authorize the City Manager or his designee to take all necessary actions related to the adoption of Ordinance O-26-03.

ATTACHMENT

- Ordinance O-26-03

ORDINANCE NO. O-26-03

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE VII, DIVISION 5 RELATING TO APPROVAL OF SUBDIVISION PLATS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2025 Florida Legislative Session the Florida Legislature passed, and the Governor subsequently signed, Senate Bill 784 relating to the process for which the review and approval of subdivision plats is required to follow; and

WHEREAS, Senate Bill 784 became effective July 1, 2025; and

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

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise language contained in Chapter 21, Article VII, Division 5 of the City's Code of Ordinances; and

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

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

1. That Chapter 21, Article VII, Division 7, Subdivision Regulations, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "A", attached hereto and made a part hereof.

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

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

5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter," "section," "article," or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, section

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

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

INTRODUCED on first reading this 12th day of January, 2026.

PASSED on second reading this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A" – Page 1 of 18

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

Article VII DEVELOPMENT APPROVAL PROCESS
DIVISION 5. SUBDIVISION REGULATIONS

Section 21-390. Generally.

Section 177.031 of the Florida Statutes defines "subdivision" to mean the division of land into three or more lots, parcels, tracts, tiers, blocks, sites, units, or any other division of land; and includes establishment of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

Section 21-391. Purpose and intent.

(a) Chapter 177 of the Florida Statutes establishes consistent minimum requirements and creates such additional powers in local governing bodies to regulate and control the platting of lands; and therefore, Chapter 177 of the Florida Statutes establishes minimum requirements and does not exclude additional provisions or regulations by local ordinance, laws, or regulations.

(b) The purpose~~s~~ of these subdivision regulations are to further the provisions of State legislation that regulates and requires the platting of land for development, to further the goals and policies of the Winter Haven Comprehensive Plan, and to set forth a process for approval of the subdivision of land within the jurisdiction of the City. The provisions of this chapter shall be held to be minimum requirements. It is therefore essential to the promotion of the public health, safety and welfare that the development of subdivisions be conceived, designed and constructed in accordance with the proper minimum standards.

(c) The rules and regulations contained in this chapter are adopted as the City's subdivision code to guide and coordinate subdivision development within the City. Where provisions for subdividing land are either more restrictive or less restrictive than other land developments codes, resolutions or rules adopted by the City, those provisions which are more restrictive and impose higher standards or requirements shall govern.

(d) A condominium, as defined by Florida law, meeting the definition of a subdivision as defined herein shall be regulated under the provisions of this code.

(e) The Economic Opportunity and Community Investment Director shall be designated as the City Administrative Authority for final subdivision plat and re-plat approvals, and shall receive, review, and process all submittals for final subdivision plat approval.

Section 21-392. Small-scale Subdivision.

To provide opportunities for small, infill redevelopment within the City, subdivisions resulting in five (5) or fewer lots may be platted as a small-scale subdivision.

(a) Minimum requirements.

To qualify as a small-scale subdivision, all the following criteria shall apply:

1. The small-scale subdivision does not create a lot, or lots, that do not meet applicable zoning district standards for width, depth, and area.

2. Each lot within the small-scale subdivision has the minimum required frontage on a paved public road and no new public streets and/or roads are needed to serve any proposed lot.

3. Public water and wastewater lines, meeting current City standards, are available to the small-scale subdivision and no extensions and/or upgraded infrastructure are needed to serve any lot within the small-scale subdivision. Certification shall be provided by a professional engineer registered in the State of Florida.

4. A small-scale subdivision shall connect to the City's water and wastewater lines. The applicant's proposed use of individual sewage treatment systems (septic tank system) shall preclude a development from review as a small-scale subdivision.

5. No onsite or off-site drainage infrastructure, except driveway culverts, is required to serve any proposed lot within the small-scale subdivision. Certification shall be provided by a professional engineer registered in the State of Florida.

(b) Submittal of final subdivision plat for a small-scale subdivision.

Upon the written confirmation by both the Economic Opportunity and Community Investment Director and City Engineer that the proposed development satisfies the minimum requirements set forth in subsection (a) and qualifies as a small-scale subdivision, the developer may present a final subdivision plat for approval to the ~~City~~

~~Commission~~ City Administrative Authority. The final subdivision plat may be approved if it meets all requirements as set forth by Chapter 177, F.S. and the following requirements:

(1) *Submission of final subdivision plat.*

~~An a~~Applications for final subdivision plat approval shall be submitted, along with an appropriate fee established by the City and with accompanying documents as specified ~~herein~~ by Section 21-392(b), to the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority or his/her designee.

1. City Administrative Authority, within seven (7) business days of the stamped date of receiving an application for a final plat, shall issue a Written Notice of Receipt to the applicant indicating whether the application is complete or incomplete. If the application is found to be incomplete, the application deficiencies shall be so stated in the Written Notice of Receipt. Furthermore, any Written Notice of Receipt which finds the application complete shall state the number of days until the approval, approval with conditions, or denial of the final plat.

2. Upon determination of a complete final subdivision plat application, ~~Economic Opportunity and Community Investment Department Director~~ the City Administrative Authority or his/her designee shall forward copies of the final subdivision plat, and other documents required by this Section, to the City Engineer, City Attorney, and a surveyor licensed by the State of Florida under the City's employ and/or contract for their review and comments. The review shall be completed within one-hundred eighty (180) days.

3. Upon ~~approval~~ completion of the review of the final subdivision plat by City staff, the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority ~~or his/her designee via the City Manager~~ shall ~~place the applications on the agenda of the City Commission for final review and approval~~ approve the final plat, approve the final plat with conditions, or deny the final plat.

4. *Time for Applicant to Satisfy Conditions.* If a final plat application is approved with conditions by the City Administrative Authority, the applicant shall have ninety (90) days from the date of notification to fully satisfy all conditions identified in the City Administrative Authority's letter of approval with conditions. After ninety (90) days, the final plat application shall remain pending, but shall become subject to any changes in the Code of Ordinances of the City of Winter Haven, Florida, and the Florida Statutes.

5. *Extensions of Time.* The applicant, in writing addressed to the City Administrative Authority, may request an extension of any timeframe above, except for the ninety (90) day period in subparagraph (d)(4) of this section. The City Administrative Authority, or an official, an employee, an agent, or a designee of the City Commission of the City of Winter Haven may not request or require the applicant to file a written extension of time.

(b) Required documents. One (1) electronic copy of the following documents shall be submitted for review of the final plat:

1. Final subdivision plat conforming with the requirements as set forth in Chapter 177, Florida Statutes and including, but not limited to, the following items:

   a. Dedications and reservations executed by the developer;

   b. Acknowledgement and joinder for any party accepting a dedication and/or reservation;

   c. Certification by a registered land surveyor;

   d. Statements of endorsement to be signed by the City Engineer, Economic Opportunity and Community Investment Department Director, City's reviewing surveyor, Mayor, and City Clerk.

   The preferred scale of the final subdivision plat is one (1) inch equals one hundred (100) feet.

2. Boundary survey of the lands contained within the subdivision.

3. An Autocad file (.dwg) of the final plat and boundary survey.

4. Pursuant to Section 177.041, Florida Statutes (2021), a title opinion or property information report. For purposes of this section, the title opinion or property information report shall be updated within three (3) months of final plat approval and certified no earlier than 30 days prior to the date on which the application is submitted.

5. Documentation establishing, if applicable, that a homeowner's association or property owner's association is legally formed and active for the small-scale subdivision.

6. Copy of any proposed and/or recorded restrictive deeds and covenants for the small-scale subdivision.

(2) *Review and recording.*

(a) The ~~City Commission~~ City Administrative Authority shall take action to accept or reject the final plat. The ~~City Commission~~ City Administrative Authority may add reasonable conditions to its approval of a final subdivision plat, but if it determines that the developer must make changes to the plat, including changes to exactions or to restrictions on the face of the plat, then it shall be remanded to the City Attorney to review such changes. If a final subdivision plat application is approved with conditions by the City Administrative Authority, the applicant shall have ninety (90) days from the date of notification to fully satisfy all conditions identified in the City Administrative Authority's letter of approval with conditions. After ninety (90) days, the final subdivision plat application shall remain pending, but shall become subject to any changes in the Code of Ordinances of the City of Winter Haven, Florida, and the Florida Statutes.

(b) ~~Approval of the final plat and a~~Acceptance of public improvements and dedications identified on the final subdivision plat shall be by ~~resolution~~ written acceptance by the City Administrative Authority. ~~and shall authorize the Mayor and City Clerk to sign the copy of the final plat to be recorded~~.

(~~b~~c) Upon approval by the ~~City Commission~~ City Administrative Authority, three (3) mylars of the final subdivision plat shall be filed and recorded with the Clerk of the Circuit Court for Polk County. The ~~City Clerk~~ City Administrative Authority shall be responsible for recording the final subdivision plat and for returning one (1) reproducible copy of the recorded plat to the City Engineer.

Section 21-393. Large-scale subdivision review and approval procedure.

(a) Any subdivision resulting in more than five (5) lots, parcels, or tracts, or any subdivision dedicating public rights-of-way, shall be deemed a large-scale subdivision. Large-scale subdivision approval procedures are set forth herein as a four-step process:

Step One: Site plan review and approval;

Step Two: Preliminary subdivision plat approval;

Step Three: Infrastructure construction; and

Step Four: Final subdivision plat approval.

Step Two, Preliminary subdivision plat, of this process may be optional if model homes are not constructed on more than ten (10) percent of the proposed building lots prior to final subdivision plat approval.

(b) This process is intended to permit comprehensive review by the City and to benefit the developer by identifying potential problems and their solutions at appropriate times during the review and approval process. As with all stages of the development approval process, it is the responsibility of the developer to check all State and local regulations governing the subdivision of land and to adhere strictly to the procedures therein.

~~(c) Where the City Commission finds that extraordinary hardships may result from the strict application of the planning and engineering standards set forth in Article III of these regulations, the City Commission may consider conditions that are recommended by the City Manager and that the City Commission determines are necessary to ensure that substantial justice is done and the public interest is upheld. Provided however, the effect of the conditions shall not be to nullify the applicable provisions of this code and/or the policies established by the comprehensive plan of the City.~~

Exhibit "A" – Page 7 of 18

Sec. 21-394. Site plan review.

(a) *Generally*. Any subdivision involving phased or staged development shall be identified in written and graphic form in the application for site plan review and shall designate, for information purposes only, all construction phases and the proposed development schedule. Within phased subdivisions, final platting of subdivision phases shall match the phase lines identified on the approved final subdivision plat.

(b) *Independent operation*. All construction phases in a development shall be construed to be capable of independent operation or in conjunction with other constructed phases with respect to drainage, vehicular circulation, utilities, infrastructure and other public improvements and services.

(c) The purpose and intent of the site plan is to safeguard the developer and City from any unnecessary loss of time and expense(s) involved in having engineering drawings prepared which do not conform to the minimum standards set forth herein. The site plan, therefore, will serve to demonstrate consistency with the City's comprehensive plan and compliance with the City's minimum subdivision standards. The site plan does not imply approval of the construction drawings or final subdivision plat.

(d) The developer shall submit a fully engineered site plan to the Economic Opportunity and Community Investment Director. The Economic Opportunity and Community Investment Department Director or designee shall review the site plan as to its consistency with the City's comprehensive plan and conformance with the City's zoning regulations and other applicable land development regulations. The site plan shall show, at minimum, the proposed use; lot and street layout; lot sizes; subdivision boundaries; all infrastructure which includes, but is not limited to, water, wastewater, reuse, stormwater, streets, sidewalks, drainage system(s), retention/detention ponds, and the construction BMPs; and significant physical conditions which include, but are not limited to, lakes and watercourses, wetlands, and floodplains. Initial comments by the Economic Opportunity and Community Investment Department Director, City Engineer, and other City staff reviewing the site plan shall be detailed in a letter to the developer not less than fifteen (15) working days after submission.

(e) Approval of a site plan shall acknowledge the basic design of the subdivision and consistency with the comprehensive plan and zoning code. It shall not constitute approval of construction drawings or the final subdivision plat; it shall not authorize recording or acceptance of improvements or dedications. Upon approval of the site plan, the developer has six (6) months to submit construction drawings. If the construction drawings are not submitted within six (6) months from the date the site plan is approved, then the site plan approval shall expire. The developer may request an extension of the approval for an additional six (6) months, upon written notice provided ten (10) days before the six (6) month expiration date. If site plan approval lapses, all future submittals for site plan approval shall be subject to any changes in the City's rules and/or regulations.

Sec. 21-395. Preliminary subdivision plat.

The preliminary subdivision plat is a document depicting the proposed lot and roadway layout of a subdivision. The preliminary subdivision plat is optional for any commercial subdivision and those residential subdivisions where construction of homes on more than ten (10) percent of the building lots prior to final subdivision platting will not occur. Where homes are planned to be constructed on more than ten (10) percent of the building lots prior to final subdivision platting, the preliminary subdivision plat shall be mandatory.

(a) *Requirements.* At a minimum, the preliminary subdivision plat shall depict the following information:

1. Proposed subdivision name;
2. North Arrow;
3. Scale;
4. Legal description;
5. Layout and dimensions of proposed building and common lots shown to one-hundredths of a foot;
6. Layout and dimensions of proposed streets shown to one-hundredths of a foot;
7. Street names;
8. Names and locations of adjoining streets; and
9. All Drainage and Utility easements

(b) *Application.* All applications and fees for a preliminary subdivision plat shall be submitted to the Economic Opportunity and Community Investment Director or his/her designee for review. Within seven (7) business days, the Economic Opportunity and Community Investment Director or his/her designee shall issue a formal completeness letter indicating the application is complete or incomplete. Should an application found to be incomplete, the application deficiencies shall be stated in the letter.

(c) *Review and approval.* Within twenty (20) business days from the issuance of a completeness letter, staff shall provide written comments to the applicant or schedule the preliminary subdivision plat for ~~City Commission~~ action by the City's Development Review Committee (DRC). The Development Review Committee (DRC) shall review and approve, approve with conditions, or deny all applications for preliminary subdivision plat approval based on the requirements contained in this Code and comments issued by the City's staff review of the submitted preliminary subdivision plat application. Should an application for preliminary subdivision plat approval be denied, the Development Review Committee (DRC) shall state in writing, to the applicant, the reasons for the denial of the preliminary subdivision plat.

(d) *Validity of preliminary subdivision plat.* Preliminary subdivision plat approval shall be valid for a period of three (3) years. Should the final subdivision plat not be approved within three (3) years, the preliminary subdivision plat shall be deemed null and void.

Sec. 21-396. Construction of Subdivision Infrastructure.

(a) *Preconstruction meeting required*. The developer shall schedule a preconstruction meeting with the City Engineer prior to commencing any site work, including clearing and grubbing work.

(b) *Construction inspection.* The City shall provide for periodic inspection of required improvements during construction to ensure their satisfactory completion. If it is found that any of the required improvements have not been constructed in accordance with the City's construction standards and specifications, the subdivider shall be responsible for modifying and/or completing the improvements so as to comply with such standards and specifications. Wherever the cost of improvements is covered by a performance bond, the subdivider and the bonding company shall be severally and jointly liable for completing the improvements according to specifications.

Exhibit "A" – Page 10 of 18

Sec. 21-397. - Final subdivision plat.

Upon the acceptance of the construction drawings by the City Engineer of all subdivision improvements, the developer may present a final subdivision plat for approval. The final subdivision plat shall be approved by the ~~City Commission by resolution~~ City Administrative Authority if it meets all of the City's established minimum requirements and all other requirements set forth by Chapter 177 of the Florida Statutes.

(1) *Submission of final subdivision plat.*

(a) ~~An a~~Applications for final subdivision plat approval shall be submitted, along with an appropriate fee established by the City and with accompanying documents as specified ~~herein~~ by Section 21-397(b), to the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority or his/her designee.

1. The ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority, within seven (7) business days of the stamped date of receiving an application for a final subdivision plat, shall issue a Written Notice of Receipt to the applicant indicating whether the application is complete or incomplete. If the application is found to be incomplete, the application deficiencies shall be so stated in the Written Notice of Receipt. Furthermore, any Written Notice of Receipt which finds the application complete shall state the number of days until the approval, approval with conditions, or denial of the final plat.

2. Upon determination of a complete final subdivision plat application, ~~Economic Opportunity and Community Investment Department Director~~ the City Administrative Authority or his/her designee shall forward copies of the final plat to the City Engineer, City Attorney, and a surveyor licensed by the State of Florida under the City's employ and/or contract for their review and comments. The review shall be completed within one-hundred eighty (180) days.

3. Upon ~~approval~~ completion of the review of the final subdivision plat by City staff, the ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority ~~or his/her designee via the City Manager~~ shall ~~place the applications on the agenda of the City Commission for final review and approval~~ approve the final subdivision plat, approve the final subdivision plat with conditions, or deny the final subdivision plat.

4. *Time for Applicant to Satisfy Conditions.* If a final subdivision plat application is approved with conditions by the City Administrative Authority, the applicant shall have ninety (90) days from the date of notification to fully satisfy all conditions identified in the City Administrative Authority's letter of approval with conditions. After ninety (90) days, the final subdivision plat application shall remain pending, but shall become subject to any changes in the Code of Ordinances of the City of Winter Haven, Florida and the Florida Statutes.

5. *Extensions of Time.* The applicant, in writing addressed to the City Administrative Authority, may request an extension of any timeframe above, except for the ninety (90) day period in subparagraph (a)(4) of this section. The City Administrative Authority, or an official, an employee, an agent, or a designee of the City Commission of the City of Winter Haven may not request or require the applicant to file a written extension of time.

(b) Required documents. One (1) electronic copy of the following documents shall be submitted for review of the final subdivision plat:

1. Final subdivision plat conforming with the requirements as set forth in Chapter 177, Florida Statutes and this code including the following items:

   a. Dedications and reservations executed by the landowner;

   b. Acknowledgement and joinder for any party accepting a dedication and/or reservation;

   c. Certification by a registered land surveyor;

   d. Statements of endorsement to be signed by the City Engineer, ~~Economic Opportunity and Community Investment Department Director~~ City Administrative Authority, and City's reviewing surveyor~~, Mayor, and City Clerk~~.

   e. The preferred scale of the final plat is one (1) inch equals one hundred (100) feet.

2. Boundary survey of the lands contained within the subdivision.

3. An Autocad file (.dwg) of the final plat and boundary survey.

4. Pursuant to Section 177.041, Florida Statutes (2021), a title opinion or property information report. For purposes of this section, the title opinion or property information report shall be updated within three (3) months of final subdivision plat approval and certified no earlier than 30 days prior to the date on which the application is submitted.

5. Documentation establishing, if applicable, that a homeowner's association or property owner's association is legally formed and active for the subdivision.

6. Copy of the recorded restrictive deeds and covenants for the subdivision.

7. Detailed cost breakdown of all proposed improvements.

8. Scale drawing depicting any homes constructed on lots prior to approval of the final plat.

(c) All required permits and approvals issued by governing bodies having jurisdiction over properties being subdivided shall be furnished to the City Engineer and Economic Opportunity and Community Investment Department Director or his/her designee. The final subdivision plat shall not be approved by the ~~City Commission~~ City Administrative Authority without prior submission of permits and approvals.

(2) *Engineering drawings.* Three (3) sets of City-approved engineering as-built drawings shall be submitted with the final subdivision plat. All as-built drawings shall contain a certification by a professional engineer or registered land surveyor of personal verification of the exact location and dimensions of all completed improvements, as well as certification that all utilities have been installed in accordance with specifications.

~~(3) Upon receipt of the application for final plat approval and once a determination is made by City staff that the final plat and all supporting documents conform to the City's requirements, the final plat will be forwarded via the City Manager to the City Commission for approval.~~

~~(4) When the final plat application and required documentation are not approved by City staff, the applicant has three (3) months from the notification date to make any revisions and resubmit for review. After three (3) months, the plans become subject to any changes in the City's rules and/or regulations.~~

(~~5~~3) *Standards for approval.* No final subdivision plat shall be approved for recording, unless:

(a) The final subdivision plat conforms with any approved preliminary subdivision plat;

(b) The final subdivision plat is in compliance with all applicable regulations, approved construction drawings and as-built drawings;

(c) All improvements have been installed, inspected and accepted by the City or, when approved by the City, the developer has provided the City with adequate performance security and adequate defect security in accordance with the provisions of this Code;

(d) The developer has paid all application and recording fees required by the City;

(e) When construction of improvements is required, a subdivision agreement or developer's agreement has been negotiated and executed by the developer; and

(f) The developer has provided one (1) copy of all homeowner's documents (articles of incorporation, bylaws, and deed restrictions) for review by the city attorney and three (3) copies of the approved homeowners documents; and

(g) The ~~City Commission~~ City Administrative Authority shall take action to accept, approve with conditions, or reject the final subdivision plat. ~~The City Commission may add reasonable conditions to its approval of a final plat, but if it determines that the developer must make changes to the plat, including changes to exactions or to restrictions on the face of the plat, then it shall be remanded to the City Attorney to review such changes. Approval of the final plat and acceptance of public improvements and dedications shall be by resolution and shall authorize the Mayor and City Clerk to sign the copy of the final plat to be recorded.~~ If the City Administrative Authority determines that the applicant must make changes to the final subdivision plat document as part of a letter approving the final subdivision plat with conditions, including changes to exactions or to restrictions on the face of the plat, the City Attorney must review and approve of such changes for the

condition to be satisfied. If the City Administrative Authority denies the application for final subdivision plat approval, the City Administrative Authority shall set forth his or her reasons for denial in writing, including a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial.

(4) *Acceptance of public improvements and dedications.* Acceptance of public improvements and dedications identified on the final subdivision plat shall be by written acceptance by the City Administrative Authority.

(5) *Approval by City Administrative Authority.* Upon approval by the City Administrative Authority, three (3) mylars of the final subdivision plat shall be filed and recorded with the Clerk of the Circuit Court for Polk County. The City Administrative Authority shall be responsible for recording the final subdivision plat and for returning one (1) reproducible copy of the recorded plat to the City Engineer.

(6) ~~*Contingent*~~ *Automatic approval contingencies*. Final subdivision plat approval shall be contingent upon the developer providing proof of:

(a) Filing with the Department of State of the bylaws and articles of incorporation for the Homeowners Association;

(b) When construction of improvements is required, a subdivision agreement or developer's agreement has been approved by the City Commission, executed by the parties, and recorded in the public records in and for Polk County, Florida; and

(c) All federal, state and local permits which may include, but shall not be limited to, Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (ACOE), ~~and~~ the Southwest Florida Water Management District (SWFWMD), and Polk County.

(d) No lot may be sold until all automatic contingencies have been fulfilled.

(7) *Effect of approval.* ~~No lot may be sold until all contingencies have been fulfilled.~~ Upon recordation of the final subdivision plat, the developer may submit application(s) for building permits. Upon approval by the ~~City Commission~~ City Administrative Authority, the final subdivision plat shall be filed and recorded with the Clerk of the Circuit Court for Polk County. The ~~City Clerk~~ City Administrative Authority shall be responsible for recording the final subdivision plat and for returning one (1) reproducible copy of the recorded plat to the City Engineer.

(8) *Performance security required.*

(a) *Full performance security.* In order to receive final subdivision plat approval before the installation and/or completion of all improvements, the developer shall provide and maintain sufficient full performance security guaranteeing the installation and approval of all private on-site or off-site improvements and the installation and acceptance of all public on-site or off-site improvements in accordance with the minimum requirements set forth herein. When providing full performance security, the developer shall submit the performance security on forms acceptable to the City ~~two (2) weeks before any City Commission action~~; such security shall be effective as of the date on which the ~~City Commission~~ City Administrative Authority approves the final subdivision plat. Such performance security shall comply with all applicable statutory requirements, the requirements of this Code, and be satisfactory in form to the City Attorney and the City Engineer and the City’s Planning staff and be in an amount equal to one hundred and twenty-five percent (125%) of the developer's contract for the work that remains uncompleted and not accepted at the time of final plat approval as certified in writing by the engineer of record, subject to approval by the City’s Planning staff and the City Engineer. When providing a bond for performance security, the bonding company shall have a B+ or better rating in accordance with "Best Bond Book." In the case of a letter of credit, provisions for drawdowns from the letter of credit as improvements are completed and accepted shall accompany the surety. The letter of credit shall have a maximum duration of twenty-four (24) months.

(b) No more than fifty percent (50%) of the value of the total required improvements shall be considered for bonding and/or a letter of credit given hereunder.

(c) *Effective period; extensions.* The effective period of the performance security shall not be less than one (1) year from the date on which the ~~City Commission~~ City Administrative Authority approves the final subdivision plat; provided, however, that the City may permit or require extensions by renegotiation of the security amount and execution of a new subdivision agreement.

(d) *Release of performance security.* Subject to the terms of an applicable subdivision agreement, if any, the performance security shall be released by the City when all private improvements are installed, inspected and approved and when all public improvements are installed, inspected and affirmatively accepted by the City and/or entity with jurisdiction.

(9) Maintenance and defect guarantee.

(a) The developer shall warrant and guarantee the materials and workmanship of all infrastructure and infrastructure improvements within the subdivision that are dedicated to the public, including streets, curb and gutter, sidewalks, potable water distribution system, sanitary sewer collection and transmission system, reclaimed water system and stormwater management system. This guarantee shall be for an amount equal to ten percent (10%) of the actual construction costs of improvements and/or other adequate written assurances which are set forth in an applicable subdivision agreement for the purpose of correcting any construction, design or material defects or failures within public rights-of-way or easements in the development or required off-site improvements. The form and manner of execution of such securities shall be subject to the approval of the city attorney.

(b) The effective period for such security shall be one (1) year and thirty (30) days following the City's acceptance of the installed improvements. Upon default, the City may exercise its rights under the security instrument, upon ten (10) days' written notice by certified mail to the parties to the instrument or as otherwise set forth in an applicable subdivision agreement.

(c) *Release of defect security.* Subject to the terms of such security and/or subdivision agreement, the maintenance and defect security shall be released by the City at the expiration of its effective period.

Exhibit "A" – Page 17 of 18

Sec. 21-398. Construction of homes prior to final subdivision plat approval.

Homes constructed on more than ten (10) percent of the building lots, but not exceeding fifty (50) percent of the building lots of a proposed subdivision, shall be permitted upon approval of a preliminary subdivision plat by the ~~City Commission~~ City's Development Review Committee (DRC). The application for preliminary subdivision plat shall indicate the number of lots on which homes will be constructed. Prior to construction of any home within a proposed subdivision, the following criteria shall be met:

(1) All homes shall meet all lot area and building setback requirements for the zoning district in which the subdivision is being platted. Failure of a model home to comply with the required setbacks shall result in a refusal to issue a certificate of occupancy for that home.

(2) Fire hydrants and a stabilized road base shall be constructed and approved for use prior to the issuance of any building permits for homes. The developer shall be responsible for maintaining the stabilized road base in a manner that allows for the safe passage of fire/rescue equipment. Should the road surface be found in an unsafe condition, the building official shall issue a "stop work" order on all model homes under construction until such time the roadway is brought back to a safe condition.

Should the fire hydrants and a stabilized road base not be in place, homes may be constructed according to the following standards established by NFPA 1141, Standard for Fire Protection in Planned Building Groups:

a. Within three hundred (300) feet of at least one (1) fire hydrant that has been placed in a location acceptable to the City Fire Official, and

b. No portion of the exterior walls of the building shall be more than two (2) hundred (200) feet from a fire hydrant with vehicular access

Sec. 21-399. - Vacating of plats and replats

The owner of any land subdivided into lots may petition the City under the provisions of section 177.101, Florida Statutes, to remove (vacate and annul) the existing plat, or portion thereof, from the official records of the City of Winter Haven and Polk County. The applicant vacating a plat, or a part thereof, shall file the petition, proof of publication of notice of intent, certificate of title, statement of taxes and resolution, and shall pay the appropriate filing fee as established by resolution of the City Commission. Following review by the appropriate City departments,

the petition shall be acted on by the City Commission. The applicant shall be responsible for recording the petition and the proof of publication with the Clerk of the Circuit Court for Polk County.

DATE: December 17, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

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

BACKGROUND

During the 2025 Florida Legislative Session, Senate Bill (SB) 954 was passed by the Legislature, signed by the Governor into law, and became effective July 1, 2025. SB 954 revises Chapter 397.487(15) of Florida Statutes by requiring local governments to amend their land development regulations to provide reasonable accommodation of Certified Recovery Residences by January 1, 2026. Certified Recovery Residences are a type of residential facility which provide individuals with addiction treatment a place for reentering society after completion of an addiction treatment program.

To address the changes in State Law, the following changes are proposed:

- Language addressing Certified Recovery Residences is inserted in Section 21-64, with the existing language contained in Section 21-64 being relocated to another section;

- Permits submittal of an application to the City seeking reasonable accommodation for a Certified Recovery Residence, which shall be reviewed and approved, approved with conditions, or denied with evidence-based reasons for denial;

- Adds a definition for “Certified Recovery Residence” to Section 21-531, Definitions; and

- Revises Table 21-32A, Table of Land Uses, to add Certified Recovery Residences as a special use in the AG, RE, R-1, R-2, R-3, R-4, R-5, RM, MX, C-2, C-3, and I-2 zoning districts, and as a permitted use in the PI zoning district.

To facilitate the best placement of new language relating to Certified Recovery Residences in the Code, several sections in Chapter 21, Article II, Division 3 require renumbering, and are identified in the table below. No language in the renumbered sections will be amended as part of this request.

Current Code Section	Title	New Code Section
Section 21-64	Nursing homes, assisted living facilities, and other care facilities	Section 21-65
Section 21-65	Moving of buildings	Section 21-66
Section 21-66	Requirements for lots divided by a right-of-way or easement	Section 21-67
Section 21-67	Alteration of lot size	Section 21-68
Section 21-68	Fences, walls, berms and hedges	Section 21-69
Section 21-69	Animal limitations	Section 21-70
Section 21-70	Waterfront properties	Section 21-71

FINANCIAL IMPACT

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

This is an ordinance pertaining to the amendment of the City's Land Development Regulations , which is enacted for compliance with Senate Bill 954 (2025). In accordance with Chapter 166.041(4)(c) of the Florida Statutes, ordinances required for compliance with state law are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-04 and authorize the City Manager or his designee to take all necessary actions related to Ordinance O-26-04.

ATTACHMENT

- Ordinance O-26-04

ORDINANCE NO. O-26-04

AN ORDINANCE AMENDING THE WINTER HAVEN CODE OF ORDINANCES, CHAPTER 21, ARTICLE II, TABLE 21-32A, TABLE OF LAND USES, CHAPTER 21, ARTICLE II, DIVISION 3, GENERAL REGULATIONS FOR ALL ZONING DISTRICTS, AND CHAPTER 21, ARTICLE IX, SECTION 21-532, DEFINITIONS RELATING TO CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, during the 2025 Florida Legislative Session the Florida Legislature passed, and the Governor subsequently signed, Senate Bill 954 relating to local governments establishing procedures for the review and approval of certified recovery residences within their jurisdiction; and

WHEREAS, Senate Bill 954 became effective July 1, 2025; and

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

WHEREAS, the City Commission of the City of Winter Haven, Florida, finds that it is expedient to revise language contained in Chapter 21, Article II, Table 21-32A, Table of Land Uses, Chapter 21, Article II, Division 3, Zoning Regulations for All Zoning Districts, and Chapter 21, Article IX, Section 21-531, Definitions; and

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

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

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

2. That Chapter 21, Article II, Division 3, Section 21-64 of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended by replacing the existing language to read as shown in Exhibit "B", attached hereto and made a part hereof.

3. That existing Chapter 21, Article II, Division 3, Sections 21-64, 21-65, 21-66, 21-67, 21-68, 21-69, and 21-70 of the Code of Ordinances of the City of Winter Haven, Florida are hereby renumbered as shown in Exhibit "C", attached hereto and made a part hereof.

4. That Chapter 21, Article IX, Section 21-531, Definitions, of the Code of Ordinances of the City of Winter Haven, Florida is hereby amended to read as shown in Exhibit "D", attached hereto and made a part hereof.

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

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

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

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

INTRODUCED on first reading/public hearing this 12th day of January, 2026.

PASSED on second reading/public hearing this 26th day of January, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A" Page 1 of 5

New text is underlined in red.

Table 21-32(A)
Table of Land Uses

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

Group home facility					S	S	P		P		P	P				P		
Certified Recovery Residence	S	S	S	S	S	S	S	S	S		S	S			S	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				

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

Exhibit "A" Page 4 of 5

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

Exhibit “A” Page 5 of 5

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

Exhibit "B" – Page 1 of 4

New text is underlined.

New Section 21-64. Certified Recovery Residences; Written Request for Reasonable Accommodation.

(a) *Purpose and Construction.* This section permits an applicant to make a formal request for a reasonable accommodation from any provision of this Code that serves to prohibit establishment of a certified recovery residence. For purposes of this section:

(1) The term "acts" shall mean the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. § 12131, et seq.

(2) The term "applicant" means a disabled individual, or a certified recovery residence servicing or intending to service one or more disabled individuals.

(3) The term "certified recovery residence" means a facility that is voluntarily certified pursuant to Section 397.487 of the Florida Statutes for the purpose of providing individuals with addiction treatment or for the purpose of assisting individuals reentering society after successful completion of a program of addiction treatment.

(4) The term "disabled" means disabled and/or handicapped within the meaning of the acts.

(5) The term "reasonable accommodation" means a reasonable and necessary modification or alteration in the application of a specific provision of this Code in order to afford an equal opportunity for the applying individual or the disabled within the applying service provider's care to use and enjoy housing within the City.

(6) This section shall be construed in harmony and accordance with the acts and with Section 397.487 of the Florida Statutes.

(b) *Request.* A request for reasonable accommodation must be submitted in writing on an application form approved and distributed by the City Manager or his or her designee. The application form shall contain such questions and requests for information as the City Manager or his or her designee deems necessary for processing the reasonable accommodation request and shall include, but not be limited to, the following:

Exhibit "A" – Page 2 of 4

(1) the name and contact information for the applicant and the applicant's authorized representative;

(2) the property address and parcel identification number;

(3) a description of the reasonable accommodation sought and the specific provision of this Code from which the reasonable accommodation is sought;

(4) a list of reasons why the specific provision of this Code serves to prohibit the establishment of a certified recovery residence;

(5) a general description of the qualifying disability or handicap sufficient to qualify the applicant as entitled to the protection of the acts, provided always that the City discourages inclusion of specific individually identifying medical information unless such information is necessary to qualify the applicant as entitled to the protection of the acts;

(6) A statement as to whether the applicant is seeking the accommodation to make certified recovery residence housing financially viable, with supporting documentation;

(7) A statement as to the therapeutic necessity of the accommodation for the applicant, with supporting documentation; and

(8) Proof of state management certification and state certification as applicable to the applicant and the location for which the reasonable accommodation is requested.

(c) *Fee.* There shall be a fee established by the City Manager in connection with a request for reasonable accommodation under this section and the City shall have no obligation to pay a requesting party's attorney's fees or costs in connection with preparing and filing the request or with responding to any inquiry made in connection with the request.

(d) *Filing Location and Date-Stamp.* In order to be considered, an application for reasonable accommodation must be fully completed and submitted to the Planning Division during the customary hours of operation of City Hall. Upon its receipt of a fully completed application, the Planning Division shall date-stamp the application with the time and date of filing.

(e) *Requests for Additional Information.* At any time within the first thirty (30) days after the application is filed with the Planning Division, the City Manager, or his or her designee, may request additional information from the applicant by notifying the applicant in writing and specifying in sufficient detail what information is required. The applicant shall have thirty (30) days from the date of the City Manager or his or her designee's request for additional information to provide the requested information. If the applicant fails to provide the requested additional information within thirty (30) days, the City Manager, or his or her designee, shall issue a written notice advising that the applicant failed to timely submit the additional information and therefore the applicant's request for reasonable accommodation is deemed abandoned and withdrawn and no further action by the City with respect to the application shall be required.

(f) *Determination.* The City Manager and his or her designee shall have the authority to consider and act on all requests for reasonable accommodation filed with the Office of the Planning Division. Within sixty (60) days of the date of the date of filing of a completed application for reasonable accommodation by the City, the City Manager or his or her designee shall issue a final written determination on the application and must approve the request in whole or in part, with or without conditions, or deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration. If the City Manager or his or her designee fails to issue a final written determination within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(g) *Revocation and Expiration of Granted Accommodation.*

(1) Any grant of accommodation issued by the City Manager or his or her designee may be revoked for cause including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required by Section 397.487 of the Florida Statutes if not reinstated within one hundred eighty (180) days.

(2) A grant of accommodation issued by the City Manager or his or her designee shall automatically expire if not implemented within one hundred eighty (180) days of the date of issuance.

(3) A grant of accommodation issued by the City Manager or his or her designee shall automatically expire if the property that is the subject of the grant of accommodation is abandoned or vacated for any consecutive period of one hundred eighty (180) days or more.

Exhibit “A” – Page 4 of 4

(h) *Appeal.* A written determination of the City Manager or his or her designee with respect to an application for reasonable accommodation is final and shall be deemed rendered as of the date thereof. An applicant may seek judicial review of an adverse written determination by filing a petition for certiorari with a court of competent jurisdiction within thirty (30) days of rendition.

Exhibit “C” Page 1of 1

Existing Chapter 21, Article II, Division 3, Sections: 21-64, 21-65, 21-66, 21-67, 21-68, 21-69, and 21-70 shall be renumbered without edits as illustrated in the table below.

Current Code Section	Title	New Code Section
Section 21-64	Nursing homes, assisted living facilities, and other care facilities	Section 21-65
Section 21-65	Moving of buildings	Section 21-66
Section 21-66	Requirements for lots divided by a right-of-way or easement	Section 21-67
Section 21-67	Alteration of lot size	Section 21-68
Section 21-68	Fences, walls, berms and hedges	Section 21-69
Section 21-69	Animal limitations	Section 21-70
Section 21-70	Waterfront properties	Section 21-71

Exhibit “D” Page 1 of 1

New text is underlined in red.

Section 21-531, Definitions.

Central business district shall mean a compact urban core area of a municipality or unincorporated urbanized area which serves as the primary center for economic activity in the jurisdiction (§ 9J-5.003 FAC). The City of Winter Haven has a designated central business district that is exempt from certain sign, landscaping and setback regulations. The district is bounded by Avenue D-NW, First Street, Avenue C-SW, and 6th Street (US 17).

Certified recovery residence shall mean a facility that is voluntarily certified pursuant to Section 397.487 of the Florida Statutes for the purpose of providing individuals with addiction treatment or for the purpose of assisting individuals reentering society after successful completion of a program of addiction treatment.

Child care shall mean the care, protection, and supervision of a child, for a period of less than twenty-four (24) hours a day on a regular basis, which supplements parental care, enrichment, and health supervision for the child, in accordance with his or her individual needs, and for which a payment, fee, or grant is made for car (F.S. § 402.302).

DATE: January 7, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Recommendation of Award RFQ-26-13, Construction, Engineering, and Inspection Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well

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BACKGROUND

On November 19, 2025, the City of Winter Haven issued a Request for Qualifications (RFQ-26-13) for the Construction, Engineering, and Inspection (CEI) services for the East Winter Haven Aquifer Recharge at Bradco (Managed Aquifer Recharge Well). The City received one (1) submission by the December 19, 2025 deadline.

During a public meeting held on January 5, 2026, the Professional Services Committee (PSC) evaluated the sole proposal. Given the single response, the PSC established a minimum average ranking score of 70 prior to the review. Jones Edmunds and Associates, Inc., Winter Haven, Florida, received an average score of 86.2 with all committee members scoring at least a 70. The Committee's award recommendation was posted January 5, 2026 with no protest received in response.

The selected firm will serve as a direct representative of the City and will oversee the construction of the Managed Aquifer Recharge (MAR) well at the East Winter Haven Aquifer Recharge at Bradco site. The CEI services will provide construction management services, inspection, operation testing, and the final permitting of the MAR well.

FINANCIAL IMPACT

There are no financial impact associated with the negotiation of a contact. If an acceptable agreement is negotiated, staff will present the agreement and contract at a future Commission meeting for review and acceptance.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission authorize the City Manager, or his designee, to negotiate a contract for the Construction Engineering and Inspection Services for the East Winter Haven Aquifer Recharge at Bradco, Managed Aquifer Recharge Well, Request for Qualification, RFQ-26-13, with Jones Edmunds and Associates, Inc. and take any and all actions necessary thereto.

ATTACHMENTS

- RFQ-26-13 Tabulation of Proposals
- RFQ-26-13 Recommendation of Award
- RFQ-26-13 Scoring Matrix – average score
- RFQ-26-13 Jones Edmunds and Associates Proposal

RFQ-26-13
December 19, 2025
City of Winter Haven
Tabulation of Proposals

CEI Services for the East Winter Haven Aquifer Recharge at Bradco MAR Well

Firm submitting a proposal:
Jones Edmunds & Associates, Inc.
In association with:
ASRus, LLC

Prepared by: Bethany Owen

Date: January 5, 2026

City of Winter Haven
Financial Services

1/5/2026

Recommendation of Award of RFQ-26-13

Construction Engineering and Inspection Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well

The City of Winter Haven PSC / Evaluation Committee has ranked the proposal received for the above-referenced Request for Qualifications and will recommend award to Jones Edmunds & Associates, Inc.

The Committee's recommendation will be submitted to the City Commission for their consideration of award.

Thank you to all firms interested in this project.

Bethany Owen
PROCUREMENT MANAGER

Procurement / Financial Services
500 Third Street, NW
Winter Haven, FL 33881

RFQ-26-13 CEI Services - MAR Well

Scoring

Firms	Gary	Mark	Steve	Travis	Tyler	Total	Average
JonesEdmunds	90	85	100	70	86	431	86.2

Commission Liaison - Mayor Birdsong



CITY OF WINTER HAVEN

Construction Engineering and Inspection Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well

RFQ-26-13 | December 19, 2025

ONE • WATER
WINTER HAVEN

JonesEdmunds

In Association with

ASR US, LLC

December 19, 2025

JonesEdmunds

Bethany Owen, Procurement Manager
401 Sixth Street SW, Winter Haven, Florida 33880

141 5th St NW, Suite 200
Winter Haven, FL 33881

RE: Construction Engineering & Inspection (CEI) Services for the East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well, RFQ-26-13

Dear Ms. Owen and Members of the Selection Committee:

As the City of Winter Haven works to offset aquifer withdrawals, replenish vital water reserves, and safeguard sensitive natural systems within the Southern Water Use Caution Area (SWUCA), the City confronts significant technical and regulatory challenges. Guided by its leadership in advancing the One Water vision for Winter Haven and Florida, the City aims to deliver sustainable water services through a holistic approach that integrates social, environmental, and economic benefits for long-term community resilience and stewardship. The East Winter Haven Aquifer Recharge at Bradco Managed Aquifer Recharge Well project, an integral component of the Sapphire Necklace initiative outlined in the City's One Water Master Plan, is designed to help mitigate these issues and achieve these goals by applying innovative strategies to recharge the Floridan Aquifer with treated surface and reclaimed water. This effort supports long-term resilience by restoring wetlands, increasing water storage, and promoting watershed health. The project requires thorough technical oversight, strict regulatory compliance, and dedicated project coordination from an engaged and responsive team throughout the exploratory and subsurface construction phases. Jones Edmunds, in collaboration with ASRus, is positioned to fulfill these requirements. We offer unmatched technical competence for the scope of work including:

Specialized Experience: Jones Edmunds and ASRus have over 18 years of proven collaborative success with Florida's complex aquifer recharge, deep injection, and water reclamation projects. Our team designed and permitted the deepest Class I injection wells in Florida (8,000 feet) at the Polk Power Station and the deepest ASR well in the world (2,944 feet), storing reclaimed water in northwest Polk County.

Demonstrated Outcomes: Together, Jones Edmunds and ASRus have designed, permitted, and managed the construction of nearly 100 Class I and V UIC wells, as well as hundreds of monitoring wells, consistently adhering to regulatory standards, promoting technical innovation, and staying on schedule.

Local Knowledge and Presence: Our team is already thoroughly familiar with this project, having obtained the original Bradco Managed Aquifer Recharge Well FDEP UIC permit and recently completed a modification to the permit to relocate the recharge well. In addition, we developed technical specifications for the drilling contractor. With an office and our Project Manager, Anthony Holmes, based in Winter Haven, we are prepared to respond quickly onsite. We focus on clear communication and effective collaboration with City staff and contractors, supporting optimal project control.

Regulatory and Grant Expertise: Our team has extensive knowledge of FDEP UIC permitting, grant compliance, and documentation procedures. We have assisted clients in securing and managing major grants, consistently providing detailed documentation to facilitate timely reimbursements and smooth regulatory submissions.

Innovation and Quality Assurance: Through advanced modeling, real-time data solutions, and comprehensive QA/QC protocols, we proactively manage risks and adjust to changing subsurface conditions, meeting all regulatory, environmental, and funding criteria.

We are committed to supporting the City of Winter Haven through diligent service, proven technical expertise, and close local collaboration for the Bradco Managed Aquifer Recharge Well project. Thank you for your consideration.

Sincerely,

Anthony Holmes, PE
Project Manager / Senior Engineer
863.293.3332 | aholmes@jonesedmunds.com

Tom Friedrich, PE, BCEE
Client Services / Vice President
813.258.6860 | tfriedrich@jonesedmunds.com



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GENERAL INFORMATION ABOUT THE FIRM/TEAM

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WINTER HAVEN

JonesEdmunds

ASR US, LLC

Jones Edmunds is a Florida-based, employee-owned, multi-disciplinary engineering corporation providing quality consulting services to public and private entities in Florida for over 51 years. Founded in 1974, our firm has 139 Associates serving clients from six offices in Winter Haven, Tampa, Sarasota, Jacksonville, Titusville, and our corporate headquarters in Alachua. Our Winter Haven office will be the Office of Record for this project with support from Associates in our Tampa and Alachua offices. We are a full-service engineering firm that provides:

Water Resources
- Flood Protection
- Vulnerability Assessments
- Watershed Modeling
- Wetland Delineation and Mitigation
- Water Quality
- Water Supply
- Asset Management
- GIS

Utilities
- Water
- Wastewater
- Reclaimed Water

Civil Engineering
- Stormwater, Drainage, Culverts
- Pavement Design
- Roadway Design
- Traffic Engineering
- Sidewalks/ADA Compliance
- Solid Waste
- Environmental Permitting

Grant/Funding Support

Construction Services
- Construction Administration
- Resident Observation
- Cost Estimating

At Jones Edmunds, client service means more than just an excellent technical product. It means being responsive to the needs of our clients, providing staff experienced in the specific disciplines required for the work, listening to and understanding the goals and expectations of project stakeholders, and communicating throughout each phase of a project to achieve the desired outcome. We are committed to providing unrivaled service, a standard our Associates work to achieve and are recognized for delivering.

Because of this exceptional dedication and service, we have developed many longstanding professional relationships with local government clients who know they can rely on us. We have also developed a solid reputation with regulatory and funding personnel throughout Florida.

Members of our Construction Department have the specialized experience required to conduct a highly-effective program of resident observation, construction administration, and project closeout. We focus on efficiency, practicality, and claims avoidance.

We have worked closely with the City to deliver projects successfully. Our experience has shown that keeping the project team as small as practical is one of the most effective project management techniques to reduce cost, increase efficiency, and improve communication between team members. However, the team we have proposed for this project also has sufficient depth of experienced professionals to accelerate the project schedule if needed. As your CEI partner for this project, we will provide technical support; project management; well construction, engineering, and inspection services; and operational testing assistance to make your vision a cost-effective reality.



6 Florida Offices

Alachua
Jacksonville
Sarasota
Tampa
Titusville
Winter Haven



139 Associates

focused on Florida utilities and public works projects



National Ranking

Top 500 Design Firm
Top 200 Environmental Firm



Repeat Business

Longstanding Professional Relationships

Legal Organization

The focus of our consulting practice is serving the needs of local government. Our employee-owned S-corporation firm has 139 Associates, including engineers, scientists, technicians, funding specialists, public relations personnel, and support staff. Our key officers are as follows:

- Stanley F. Ferreira, Jr., PE, President and CEO
- Robert C. Edmunds, PE, Director, Secretary, and Treasurer
- Brian J. Icerman, PE, Executive Director / Senior Vice President
- Brett Goodman, PE, Executive Director
- Brett A. Cunningham, PE, ENV SP, Managing Director / Senior Vice President
- Alan C. Foley, PE, Managing Director / Senior Vice President

Subconsultant Firm

ASRus, LLC, was founded in 2006 to provide hydrogeological and reuse-related professional services to municipal and industrial clients in Florida. The firm was founded by its Chief Executive Officer Mark B. McNeal, PG, who has 40 years of experience related to groundwater and reuse projects in Florida. Pete Larkin, PG, is a Vice President of the firm with 25 years of experience with hydrogeologic investigations in Florida. In addition to their six Florida-registered Professional Geologists, ASRus currently has ten other full-time technical (geologist) staff to assist with project activities and construction oversight services as needed. ASRus has managed production well and Underground Injection Control (UIC) projects throughout Florida including many aquifer recharge wells, deep injection wells, and ASR systems. They are the only firm that has completed all of these types of projects within Polk County. They continue to support innovative concepts to better utilize Florida's water resources and protect the environment. After 19 years in existence, ASRus has provided services on over 500 projects with nearly 100 municipal, industrial, and private clients throughout peninsular and panhandle Florida. Over this short period, ASRus has established itself as a recognized leader in hydrogeologic aspects of water, wastewater, and reclaimed water systems throughout Florida.

Firm and Individual Licenses of Key Personnel

Jones Edmunds & Associates, Inc.

Engineering Business Registry License: #1841; Geology Business License: #GB133
Florida Corporation Document Number: 452905

ASRus, LLC

Professional Geologist: PG1231

Below is a list of the key team members' licenses. Additional team member licenses can be provided upon request.

Name	License Type	License Number
Anthony Holmes, PE	Professional Engineer	PE #70809, Florida
Tom Friedrich, PE, BCEE	Professional Engineer Board Certified Environmental Engineer	PE #61281, Florida BCEE, #01-10041
Jim McLellan, PE	Professional Engineer FDEP Qualified Stormwater Management Inspector	PE, #60377, Florida #6714
Mark McNeal, PG	Professional Geologist	PG, #1231, Florida
Chris Seufert, PMP	Project Management Professional®	PMP®, #3536586
Troy Hays, PG	Professional Geologist Transportation Approved Temporary Traffic Control	PG, #2679, Florida #51816
Pete Larkin, PG	Professional Geologist	PG, #2793, Florida
Hunter Clasen, PhD, PG	Professional Geologist	PG, #3183, Florida
Pat Burger, PE	Professional Engineer	PE, #57404, Florida
Mike Rickman, CRCMP	CRCMP (Certified Risk & Compliance Manager) FDOT Temporary Traffic Control Certification	#337790 #51817



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QUALIFICATIONS OF FIRM/TEAM AND EXPERIENCE ON SIMILAR PROJECTS

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WINTER HAVEN

JonesEdmunds

ASR US, LLC

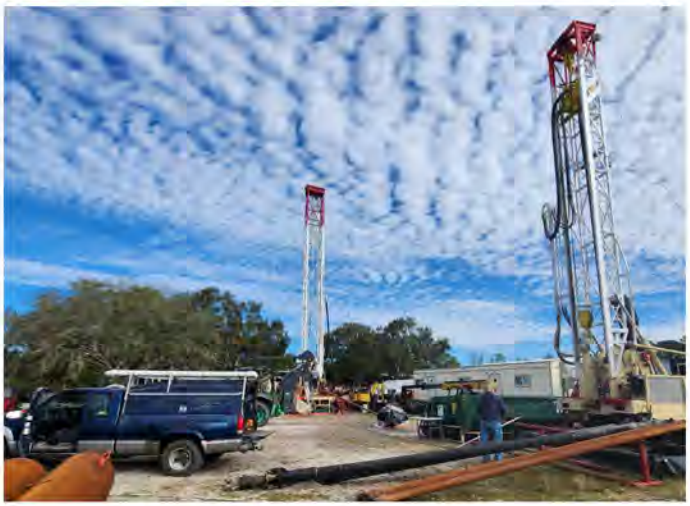
DIW, MAR, ASR, AND UIC SUPPORT

PINELLAS COUNTY

Reference Information:
David S. Adams, PG
Hydrogeology Manager
727.464.4441
dadams@pinellascounty.org

Jones Edmunds has been serving Pinellas County under continuing services contracts for over 40 years. Below are recent projects similar to the City of Winter Haven's Bradco AR Well project.

Dunn Water Reclamation Facility Deep Injection Well Professional Services During Construction: Under this work assignment, ASRus and Jones Edmunds provided the County with support through construction administration, site visits, and general construction services and provided a physically signed-and-sealed permit for the County to submit. With strong support from Jones Edmunds, ASRus, as a County SBE, served as the prime consultant for the design, permitting, and construction of the DIW at the Dunn WRF. Jones Edmunds is providing design services for the surface facilities to connect the DIW to the WRF for wet weather effluent management and to mitigate unregulated discharges from stormwater ponds.



Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: February 2024 - May 2025
Final Cost: $465,000 (engineering)
$3,280,000 (construction)

Chesnut Park Managed Aquifer Recharge Well Design, Permitting Services, and Funding Assistance and Aquifer Storage and Recovery System Permitting Services: Our team is spearheading an innovative initiative aimed at acquiring Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) permits for Aquifer Storage and Recovery (ASR) and Managed Aquifer Recharge (MAR) projects. These projects, integrated into the North County Reclaimed Water System, are designed to maximize the beneficial reuse of surface water supplies. By securing an FDEP UIC permit for a Class V Group 2 well at Chesnut Park, we aim to investigate the feasibility of a surface water MAR well and obtain $0.500 million in funding assistance from the SWFWMD Cooperative Funding Initiative.

Jones Edmunds and ASRus analyzed the North Pinellas County region to determine the feasible options for managing reclaimed water and alternative water supplies using ASR and MAR. The work included reviewing the region's water resources and infrastructure components, including Lake Tarpon, the East Lake Wellfield, the William E. Dunn (WED) Water Reclamation Facility (WRF), and various locations that experience local flooding due to excess stormwater. Eighteen ASR, MAR, and deep injection well options were identified based on location, technology type, and water source.

Water quality data were reviewed for each major water resource to determine the challenges and potential treatment requirements for using the Lake Tarpon source in an ASR or MAR application. The top two projects are currently at 30-percent design and would remove approximately 15,000 lb per year of total nitrogen from Old Tampa Bay.

Delivery Method: n/a
Dates: September 2019 - June 2021
Final Cost: $269,802

RECHARGE WELL AND ASR SUPPORT

CITY OF BRADENTON

Reference Information:
Kim Clayback, PE
Infrastructure Engineer
941.708.6300 x243
Kim.Clayback@cityofbradenton.com

Jones Edmunds has been serving the City of Bradenton under a continuing services contract since 1948 (through our acquisition of Smith and Gillespie in 1994). Below are descriptions of projects similar to those needed by the City of Winter Haven.

WWTF Recharge Well Professional Services During Construction: Jones Edmunds, in partnership with ASRus, provided Professional Services During Construction for the City of Bradenton's 10-MGD Recharge Well drilling project. This included overseeing the construction of a Class V, Group 3 Recharge Well through comprehensive construction administration, project management, and State Revolving Fund (SRF) coordination. Led by Senior Project Manager Patrick Burger, the team provided efficient financial oversight, budget management, and timely communication with ASRus and project stakeholders.

Jones Edmunds also supported ASRus in meeting SRF agreement requirements through structured training and coordination, including wage reviews, disbursement requests, and regulatory compliance. Training was phased, allowing ASRus staff to transition from observation to independent management. The subsequent phase is the design of the 10-MGD surface facilities integrated into the WWTF to discharge excess reclaim water per SB 64.

Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: March 2024 - August 2025
Final Cost: $572,289 (engineering)
$5,200,000 (construction)

ASR Phase II Potable Well and Degasification Facilities: As a subconsultant to ASRus, Jones Edmunds designed and provided construction administration and startup services for a 2.0-MGD degasification tower and associated pumps, piping, and automated valve stations for injecting and recovering potable water. SWFWMD cooperatively funded the project for potable water recharge and recovery and mitigation of arsenic mobilization.

Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: March 2014 - March 2018
Final Cost: $553,000 (engineering)
$2,219,446 (construction)



FLATFORD SWAMP AQUIFER RECHARGE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Reference Information:
Paige TaraCruz
Environmental Scientist 2
352.269.5611
paige.tara@swfwmd.state.fl.us

Jones Edmunds assisted the Southwest Florida Water Management District (SWFWMD) in implementing the Flatford Swamp Aquifer Recharge Project. The project had several critical goals for the southwest region including a full-scale 2.0-MGD operating facility to test surface water aquifer recharge to benefit the Saltwater Intrusion Minimum Aquifer Level (SWIMAL) and to restore the historical wet and dry hydroperiods that are essential to the restoration and long-term viability of Flatford Swamp.

The successful demonstration would lead to a much larger surface water aquifer recharge project (≤55 MGD) aimed at slowing saltwater intrusion and recovering fresh groundwater levels in the most impacted areas (MIA) of the SWUCA. The project's primary objective was to evaluate the feasibility of using recharge wells to replenish the MIA of the Upper Floridan Aquifer in the SWUCA while also restoring the natural hydroperiod of Flatford Swamp. Jones Edmunds completed the FDEP UIC permitting and basis of design reports, as well as the final design for the aquifer recharge wells and surface water facilities. We provided construction administration, FDEP startup testing services, and prepared the first Annual Report for submission to FDEP, documenting the phases to verify the project met all objectives.

The project was divided into two phases. Phase I included aquifer recharge well permitting through the FDEP UIC program, followed by the construction of exploratory wells and groundwater monitoring wells, which were completed by ASRus. Services included hydrogeological inspection and testing operations, reporting and approvals, core sampling, water quality testing coordination, oversight of geophysical and flow logs, permitting, creating a preliminary testing plan, and completion of the four wells: the exploratory Recharge Well (RW-1), Recharge Zone Monitoring Wells (RZMW-1 and RZMW-2), and one Suwannee Limestone Monitoring Well (SLMW-1).

Phase II used data collected during Phase I well construction to prepare final design plans and specifications for the surface water intake and diversion infrastructure, disinfection chemical storage and feed facilities, and recharge well facilities, which include a flow meter, a bore-hole control valve, and a purge pump.

The Jones Edmunds team provided a feasibility report, a conceptual site layout, environmental permitting, final design, bidding, and construction administration, along with facility operations assistance. They also evaluated one year of operating data and prepared the FDEP Annual Report for submission to FDEP. The project was completed within SWFWMD's budget, and the Jones Edmunds and ASRus team committed to providing the successful execution of this vital aquifer recharge project by leveraging the expertise of its key staff members and subconsultants to meet all objectives and regulatory standards.



Delivery Method: Traditional (Owner/Engineer/Contractor)
Dates: February 2018 - October 2025
Final Cost: $1,084,442 (engineering)
$6,004,430 (construction)

Additional Relevant Project Experience

CITY OF WINTER HAVEN

Jones Edmunds has served the City of Winter Haven under a continuing services contract since 2012. Recent examples of our work include Reclaimed Water Pipeline and Master Force Main Design and Permitting, One Water Planning and Master Campus, WWTP Aeration Control Modifications, WWTP #3 Filter No. 1 Addition, ASR and AR Studies and Permitting, and Direct Potable Reuse Water Study and Mobile Pilot Testing Unit.

Bradco MAR Well Permit Modification and Technical Specifications: The Jones Edmunds and ASRus team worked with the City to attain a permit from FDEP UIC to construct and operationally test a Class V, Group 2 Injection Well/Recharge Well (RW-1) for the recharge of partially treated surface water from Lake Hamilton and associated monitoring wells, including a Suwannee Limestone Monitoring Well (SLMW-1) and Recharge Zone Monitoring Well (RZMW-1). The Jones Edmunds team provided a modification of the FDEP UIC permit for relocation of RW-1 and driller technical specification assistance for the monitoring wells.

WWTP No. 3 - ASR and Aquifer Recharge Feasibility Study and Permitting: Jones Edmunds and ASRus provided professional engineering services to help the City determine the feasible ASR and Aquifer Recharge (AR) alternatives for managing RCW and alternative water supplies. To support this feasibility analysis, we collected, reviewed, and analyzed historical water and wastewater quality monitoring data and local and regional geological and hydrogeological data, including developing analytical calculations for the expected well requirements and creating a comprehensive well inventory for the area. We also considered the jurisdictional requirements of the ASR and/or AR alternatives to aid project permitting, along with construction costs and potential funding, all in relation to the City's ongoing efforts involving their integrated master plan and potable reuse projects.

Direct Potable Reuse Study: Jones Edmunds conducted a feasibility study to implement a direct potable reuse system at WWTP #3 to potentially supply a new water treatment facility adjacent to the existing wastewater plant. This project evaluated the feasibility of treating reuse water to potable standards to offset the 2-MGD shortfall in potable water supplies over the next 20 years and received an Alternative Water Supply Grant from SWFWMD.

Pollard Road One Water Campus Master Plan: The City of Winter Haven requested Jones Edmunds prepare a Wastewater Treatment and Water Campus Master Plan. Rapid growth, aging infrastructure, and wetland degradation due to urbanization are stressing the water supply and have caused the City to shift its water management approach to emphasize water reuse. The more water is reused, the more it preserves natural water resources such as aquifers, wetlands, lakes, rivers, and springs. The Master Plan outlined the City's One Water framework, which is a holistic approach to protecting Central Florida's water supply today and in the long term.

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Pollard Road Water Reclamation Facility (WRF) Progressive Design Build (PDB) Project: Jones Edmunds is working collaboratively with City staff and the Wharton Smith PDB team to facilitate the planning, design, permitting, and construction phases for decommmissioning WWTP No. 2 and expanding WWTP No. 3 to a 12-MGD water reclaimation facility (WRF), expandable to 24-MGD. Jones Edmunds is acting as the City Owner's Advisor, serving as an extension of engineering and management support for the City staff to guide and assist throughout the project. Additionally, Jones Edmunds brings its technical expertise to the City by providing reviews and oversight, representing the City's interests.

CITY OF OLDSMAR

Oldsmar UIC Permit Renewal and MIT: The City of Oldsmar's WRF has a Class I Injection Well System for the disposal of RO concentrate that is authorized by FDEP UIC permit number 373972-001-UO/1X. Specific Condition I. B. 2 required a Mechanical Integrity Test (MIT) to be completed by March 3, 2025. The permit was set to to expire on May 20, 2025. Specific Condition I. B.7. requires an application for permit renewal 60 days before expiration (by March 21, 2025) for the timely renewal of the permit.

ASR - Phase III and Phase IV: The City of Oldsmar faced challenges with the performance and compliance of its existing ASR well due to its proximity to Tampa Bay and the storage zone. Jones Edmunds and ASRus collaborated to enhance the well's functionality and provide regulatory compliance. The project involved comprehensive well reconditioning, including mechanical integrity testing, rehabilitation of well components, and cycle testing to optimize the well's performance. To address permitting and compliance issues, ASRus worked closely with regulatory agencies to secure the necessary approvals. Jones Edmunds provided additional support by designing a monitoring program and observing data collection so that all enhancements were implemented effectively. The project successfully restored the ASR well's capacity and reliability to meet the City's long-term water storage and recovery needs.



ASR Assistance and Deep Injection Well Permit Renewal: The City of Oldsmar owns and operates an Underground Injection Control (UIC) Class V Aquifer Storage and Recovery (ASR) and Class I injection well systems at the City's Water Reclamation Facility (WRF). Jones Edmunds has been involved in the ASR system since the Phase I Feasibility Study. The Southwest Florida Water Management District cooperatively funded the ASR project. Jones Edmunds and ASRus assisted with funding applications and meetings, and Under Phase II, assisted with designing and permitting an exploratory test well. We created technical specifications and design drawings for use during the project bidding. During construction, we provided construction and geologic observation services. While the exploratory well was drilled, our geologists were on site to collect the data necessary to identify the most appropriate interval for an ASR system. After data collection, we documented the data collection process and coordinated approval of the proposed storage zone with a well completion report. After construction certification of the ASR components, the City cycle was tested as outlined in their UIC permit. The Jones Edmunds team assisted the City with start-up testing, monthly compliance reports, and annual summary reports. We also prepared and received the initial Operation Permit application. Jones Edmunds has also assisted the City's Class I deep injection well compliance and permitting. The deep injection well is 1,346 feet deep and is used to dispose of reverse osmosis (RO) brine concentrate water. We oversaw the completion of the 2015 Mechanical Integrity Test and prepared the past two operation permit renewals. The Jones Edmunds team reviewed and summarized the operation and water quality data for the permit renewal, updated the Area of Review, prepared an updated plugging and abandonment plan, and prepared a timely submittal of the application package.

MARION COUNTY



Northwest Regional Water Treatment Plant Wells GO5 and GO6 Design and Construction: Jones Edmunds and ASRus designed, bid, and administered the construction of two 20-inch potable wells for the Northwest Regional Water Treatment Plant in Marion County. The comprehensive services included preparing well specifications, providing part-time observation during construction, and delivering detailed, well completion reports. The project provided that the well construction met all technical standards through rigorous testing, RFIs management, and in-depth site assessments. Services included:

- Prepared well specifications and contract documents.
- Received, logged, reviewed, and responded to Requests for Information (RFIs).
- Provided part-time resident observation services during construction and testing of the new wells.
- Provided construction administration services during well construction to support the resident observation services. This included contractor submittal reviews, casing seat requests, and other technical support.
- Prepared summary reports for site visits by the Resident Observer.
- Proposed final casing and well depths based on the review of lithology samples, geophysical logging, and water quality test results observed during well construction.
- Performed water quality field testing during well development.
- Responded to Contractor RFIs, processed change orders and field orders, and other administrative items to assist the drilling Contractor in completing the contracted drilling and testing activities.
- Compiled the information obtained during drilling and prepared the well completion reports.

Marion Oaks Water Treatment Plant #4 Well and Surface Facilities: Marion County experienced capacity issues with the existing potable water well at Marion Oaks WTP #4. As subconsultants to Tillman Engineering, Jones Edmunds and ASRus designed the installation of a new potable water well, a new vertical turbine well pump, and additional piping that connects to the existing influent piping for the existing ground storage tank. A flow meter and chemical feed equipment were included in the piping configuration. The existing high-service pump station was also upgraded. The improvements included replacing the existing two pumps with new higher-capacity pumps at the same location, adding a new pump in the space previously designated for a future pump, adding a flow meter and chemical feed system, connecting to the existing SCADA system, and adding a new electrical building containing electrical and instrumentation equipment needed to control the new mechanical systems. Jones Edmunds also provided construction administration services.



3

EXPERIENCE OF KEY PERSONNEL TO BE ASSIGNED TO THIS PROJECT

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WINTER HAVEN

JonesEdmunds

ASR US, LLC

Project Team Organization Chart

JonesEdmunds

*SUBCONSULTANT:

ASRUS, LLC

ONE • WATER
WINTER HAVEN

Client Services
Tom Friedrich, PE, BCEE

Project Manager
Anthony Holmes, PE

QA/QC
Jim McLellan, PE
***Mark McNeal, PG**

Construction Contract Administration
Chris Seufert, PMP

Submittal Review / Technical Support
Troy Hays, PG
***Pete Larkin, PG**

Resident Observation
***Hunter Clasen, PhD, PG**
Task Leader
*Alia Simms
*Christopher Nenninger, PhD
*Ryan Szeezil
*Alex Potter

Regulatory Compliance / Permitting
***Pete Larkin, PG**
Anthony Holmes, PE
*Joe Haberfeld, PG

Operations Testing / O&M Manual
Patrick Burger, PE
***Hunter Clasen, PhD, PG**

Construction Project Coordination
Terry Ann LeDuc

Additional Engineering Support Services as Needed

Safety
Mike Rickman, CRCMP

Survey
to be determined with input from the City and Contractor

GIS Coordination for Assets
Alex Buchans

The Jones Edmunds and ASRus team offers comprehensive Construction Engineering and Inspection services with a specialized focus on complex water infrastructure and aquifer recharge projects throughout Florida. Drawing on the collective expertise of our multidisciplinary team, including licensed Professional Engineers, Professional Geologists, and technical specialists, we are well-equipped to navigate Florida's uniquely challenging hydrogeologic environments, as well as the state's demanding regulatory landscape, specifically FDEP UIC permitting, and grant funding compliance.

Our team's extensive experience has been cultivated through direct leadership and active involvement in several of Florida's most sophisticated water resource initiatives, including the City of Winter Haven's One Water plan. Through hands-on project delivery, rigorous adherence to technical standards, and an ongoing commitment to innovative solutions, we provide our municipal clients with the confidence that project objectives will be met with precision and professionalism. We understand the importance of meticulous documentation and reporting, as these practices observe and document both regulatory requirements and grant reimbursement protocols.

The success of our projects is intrinsically linked to the caliber of our key personnel. Each member of our team listed below brings a well-established background in managing, designing, and inspecting similar projects statewide. In the Appendix, we have provided detailed résumés for each key staff member, outlining years of experience, licensures, educational backgrounds and specific credentials pertinent to aquifer recharge, CEI services, and water infrastructure delivery throughout Florida.

Key Personnel	Years of Experience	DIW – Surface Facilities	Deep Injection Well (DIW)	Potable Reuse (Indirect, Direct)	Aquifer Recharge Wells	Lift Stations and Force Mains	Permitting	Hydraulic Modeling	Construction (DIWs, Facilities, Force Mains)
Anthony Holmes	20	X		X	X	X	X	X	X
Tom Friedrich	36	X	X	X	X	X	X	X	X
Jim McLellan	39			X	X	X	X	X	X
Mark McNeal	41	X	X	X	X		X	X	X
Chris Seufert	21	X	X		X	X	X		X
Troy Hays	22					X	X		X
Pete Larkin	26	X	X	X	X		X	X	X
Hunter Clasen	12	X	X		X		X	X	X
Patrick Burger	37	X	X	X	X	X	X	X	X
Mike Rickman	26					X			X



4

UNDERSTANDING OF THE PROJECT AND APPROACH FOR SUCCESS

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ASR US, LLC

Jones Edmunds brings extensive experience in MAR well construction, operation testing, and final permitting services to provide comprehensive engineering review and construction inspection services. We will provide comprehensive responses to each item in the scope of services for this MAR well and associated monitoring well project.

PROJECT APPROACH

Task 1 – Project Management

We will serve as the City's dedicated representative throughout the entire project lifecycle, providing comprehensive project management services for this critical MAR well infrastructure project.

Meeting Facilitation and Coordination

Our team will schedule and facilitate required project meetings, including:

- **Pre-Construction Meetings:** We will conduct comprehensive pre-construction conferences with the drilling contractor to review construction schedules, scope, coordination procedures, and project expectations, establishing clear lines of communication and responsibilities from project initiation.
- **Regulatory Meetings:** Our team will coordinate and participate in meetings with FDEP to address UIC permitting, regulatory compliance issues, and any technical requirements that arise during the project.
- **Construction Progress Meetings:** We will hold regular monthly status update meetings throughout the anticipated 12-month drilling schedule, including participation from our consultant team, the drilling contractor, and City representatives.
- **Miscellaneous Project Meetings:** We will organize additional meetings as determined necessary by our Project Manager or City staff to address specific project needs.

Compliance and Coordination Services

We will coordinate with the City to obtain any additional data needed for both permit compliance and grant funding compliance requirements. Our team will maintain the project schedule and coordinate effectively with the drilling contractor and City staff throughout the project duration.

Documentation and Reporting

We will provide monthly status updates and coordination calls, prepare comprehensive meeting agendas, document detailed meeting minutes, and prepare final permit package deliverables to jurisdictional agencies.

Task 1 Deliverables

- Project progress meeting agendas and minutes
- Consolidated data requests and compliance documentation
- Monthly status reports (as needed)



Task 2 – Well Construction Engineering and Inspection (CEI) Services

Our construction engineering and inspection services are specifically designed for the unique challenges of subsurface well construction, recognizing that MAR well construction is inherently exploratory with final design parameters determined by hydrogeologic conditions encountered during drilling.

Professional Oversight and Field Presence

We will maintain a strong onsite presence throughout the majority of drilling and construction phases, with our Professional Geologist (PG) licensed in Florida providing oversight and regulatory reporting in accordance with FDEP UIC permit requirements. Our team understands that FDEP permitting requirements mandate continuous onsite monitoring by qualified personnel during geophysical logging and testing activities.

Technical Support Services

- **Submittal Review:** We will review shop drawings, product data, and other required submittals provided by the well drilling contractor to verify general conformance with project specifications and contract requirements.
- **Technical Support and Interpretations:** Our team will provide technical interpretations and clarifications for Requests for Information (RFIs) regarding design documents when requested and support the City's review of contractor applications for payment.
- **Resident Observation:** We will be present onsite during all hydrogeologic testing and critical construction elements, including, but not limited to:
  - Pilot hole drilling and testing
  - Core sampling
  - Packer testing
  - Pumping tests
  - Geophysical logging
  - Casing settings
  - Grouting operations
  - Completion of open hole intervals



- **Weekly Regulatory Reporting:** In accordance with Class V UIC construction permit requirements, we will prepare and submit weekly drilling progress reports to FDEP, including all data and documentation outlined in the specific conditions of the issued permit.
- **Casing Seat Evaluation and Requests:** We will prepare casing seat requests for FDEP review, evaluating site-specific drilling and testing results and recommending casing depths, monitoring intervals, and recharge zone boundaries in compliance with the UIC permit.
- **Final Well Completion Report:** Upon completion of construction, we will prepare a comprehensive well completion report for submittal to FDEP, detailing and documenting all phases of construction, testing, and permitting compliance activities.

Task 2 Deliverables

- Draft Intermediate Casing and Final Casing Seat Requests (total of 3)
- Final Intermediate Casing and Final Casing Seat Requests (total of 3)
- Draft Well Completion Report
- Final Well Completion Report

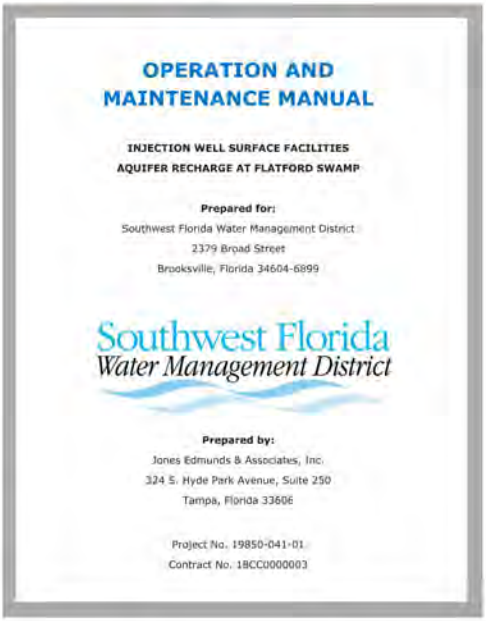
Task 3 – Operational Testing Assistance

We will serve as the City's direct representative to provide comprehensive technical and regulatory support throughout the operational testing phase and preparation of the Class V Operation Permit application, which is essential to obtain FDEP authorization for the recharge well system to become fully operational.

Comprehensive Operational Testing Support



- **Injection Testing Support:** We will assist the City in conducting injection tests at the recharge well as required prior to FDEP authorization for operational testing. This includes preparing site-specific injection test plans for FDEP review and approval, providing onsite assistance during testing, and evaluating test results with summary findings included in the operational testing request package.
- **Operational Testing Request Package:** We will prepare and submit complete operational testing request packages meeting the specific conditions outlined in the FDEP-issued well construction and testing permit. Approval of this request is required before initiating operational testing.
- **Survey Services:** We will coordinate with the selected driller for surface facilities to provide signed and sealed surveys by a professional surveyor of each well site, as required by FDEP for the operational testing request submittal.
- **Operations & Maintenance (O&M) Manual:** We will develop both draft and final O&M Manuals to meet FDEP requirements and support the operational testing request. These manuals will include comprehensive procedures for system operation, monitoring, and maintenance.
- **Record Drawings Review:** We will review record drawings reflecting the as-built conditions of the constructed well system and surface facilities, which are required components of the operational testing request.
- **FDEP Site Inspection Coordination:** We will prepare for and attend FDEP site inspections of the completed well and surface facilities as a requirement of the operational testing approval process.



OPERATION AND MAINTENANCE MANUAL

INJECTION WELL SURFACE FACILITIES
AQUIFER RECHARGE AT FLATFORD SWAMP

Prepared for:
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

Southwest Florida Water Management District

Prepared by:
Jones Edmunds & Associates, Inc.
324 S. Hyde Park Avenue, Suite 250
Tampa, Florida 33606

Project No. 19850-041-01
Contract No. 18CC0000003

- **System Start-up Support:** We will assist the City during system start-up, providing oversight and technical guidance to observe proper function and compliance with permit conditions.
- **Regulatory Reporting and Compliance Support:** We will assist the City with continued regulatory reporting and compliance support through the operational testing period.

Task 3 Deliverables

- Draft Operational Testing Request Package
- Final Operational Testing Request Package
- Draft O&M Manual
- Final O&M Manual

INTEGRATION WITH CITY'S PROJECT TEAM AND CONTRACTORS

Collaborative Coordination Approach

We prioritize seamless integration with the City's project team, well drilling contractor, and subcontractors through structured communication protocols and regular coordination meetings. Our approach includes:

Pre-Construction Phase

- Joint project kickoff meetings with all stakeholders
- Review of construction documents and specifications
- Coordination of drilling schedules and logistics
- Establishment of communication protocols and reporting procedures

Construction Phase

- Daily coordination with the drilling contractor and City staff
- Regular progress meetings to check status and maintain schedule
- Real-time communication of field observations and test results
- Coordination of material deliveries and equipment mobilization

Testing and Commissioning

- Oversight of aquifer performance testing and water quality sampling
- Coordination with laboratories and regulatory agencies
- Documentation of test results and compliance verification
- Support for operational startup and system commissioning





QUALITY CONTROL, DISPUTE RESOLUTION, AND STAKEHOLDER ENGAGEMENT

Quality Control Program

Our comprehensive QA/QC program applies to all phases of the project, from initial planning through final certification. We implement a three-level quality control process that provides multiple checkpoints and independent oversight throughout project delivery.

Comprehensive Three-Level Review Process

The Jones Edmunds quality procedures provide direction, guidance, and tools to deliver consistent, high-quality work for our clients. Our QA/QC process begins with a clear understanding of the scope of work, client expectations, and the required level of effort. We implement QA/QC throughout all project phases, including initial client communications, brainstorming, scope and proposal development, contracting, project planning, study and design execution, production, cost estimating, construction services, and project closeout.

- **Level 1 - Self-Checks by Technical Staff:** Level 1 reviews are self-assessments where engineers, geologists, scientists, and support personnel examine their own work before submitting it to the Level 2 reviewers.
- **Level 2 - Peer Review by Licensed Professionals:** Level 2 reviews involve peer review of technical work products by licensed professionals experienced in the respective discipline, assessing accuracy, completeness, applicability, practicality, and compatibility with client expectations. This includes constructability and cost estimate reviews by experienced construction professionals and review of subconsultant work products by our in-house experts.
- **Level 3 - Senior Management Review by Project QA/QC Manager:** Level 3 reviews are conducted by the Project Manager and a Senior Reviewer appointed to the project by Jones Edmunds senior management. Our QA/QC leads possess extensive technical expertise and experience in the areas addressed by each project assignment.

Dispute Resolution

Construction of a MAR well involves specialized drilling, casing, grouting, testing, and regulatory compliance activities that require immediate response if deficiencies are identified. Jones Edmunds addresses undesirable or unacceptable work product promptly and transparently, with a focus on protecting aquifer integrity, maintaining design intent, and minimizing project impacts.

When unacceptable work is identified, our CEI team acts quickly to prevent escalation and maintain project momentum. If an issue is detected, an immediate onsite meeting is held with the Contractor to review conditions, document deficiencies, and establish next steps. Suspect work will be exposed or demonstrated as necessary, and noncompliance with contract documents, permits, or regulatory requirements will be clearly identified. A written corrective action plan will be required from the Contractor. Typical corrective actions may include:

- Exposure and inspection of casing, grout, or well components
- Verification of drilling, grouting, and well development procedures
- Additional testing, logging, or field verification
- Engineering evaluation or limited redesign, if needed

Proposed remedies are evaluated using engineering judgment, field observations, testing data, and applicable regulatory criteria. Recommended solutions, including any cost or schedule implications, are presented for review and approval. Jones Edmunds leads coordination with Contractors, subconsultants, and permitting agencies during implementation and maintains CEI oversight throughout remediation.

Contract time extensions are not approved for issues solely within the Contractor's control. Updated schedules identifying critical path impacts and recovery actions are required when applicable, and contract provisions, including liquidated damages, are enforced as necessary.



Stakeholder Engagement

Effective stakeholder engagement is crucial for the success of the Winter Haven project, given its complexity and the diverse range of parties involved. Our approach will involve active coordination with City representatives, the drilling contractor, City staff, regulatory agencies, including FDEP, and grant funding organizations. Due to the exploratory nature of the subsurface well construction, real-time communication and collaboration are essential to our methodology. We have observed and documented that ongoing engagement helps all parties work together to address challenges or technical findings as they occur in the field, reducing risk and supporting the project's schedule.

We are dedicated to meeting these stakeholder engagement needs through a proactive, structured project management strategy. As the City's representative, our team will coordinate and lead kickoff and progress meetings, maintain open communication channels with all stakeholders, and supply clear, consolidated documentation such as meeting agendas, minutes, and status reports. Our skilled professionals, including experienced field staff and licensed geologists, will maintain a strong onsite presence to support informed decision-making and provide immediate technical assistance during critical construction phases. Our approach supports compliance management, diligent data handling, and adherence to regulatory reporting requirements, offering confidence that stakeholder expectations will be met promptly and transparently throughout the project.

FIELD RESPONSIVENESS AND TRAVEL COST MITIGATION

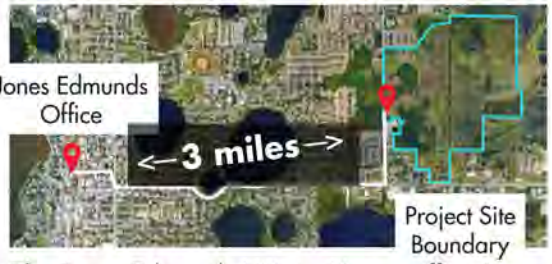
Local Presence and Rapid Response

Jones Edmunds maintains six office locations throughout Florida, allowing us to designate the most appropriate office as the principal office based on project location and key staff assignments. Our local staff can meet with the City on short notice, and our field visits require minimal travel time. We maintain the capability to have team members on-site within hours when needed.

Travel Cost Management

Our approach to minimizing travel and out-of-town expenses includes:

- Using local staff and subconsultants whenever possible
- Coordinating multiple site visits to maximize efficiency
- Leveraging technology for remote coordination and communication
- Maintaining field-equipped vehicles and mobile offices for extended site presence
- Establishing local accommodations for multi-day construction activities



The Jones Edmunds Winter Haven office is three miles from the project site.

ANTICIPATED CHALLENGES AND MITIGATION STRATEGIES

Technical Challenges

- **Hydrogeological Uncertainties:** We address subsurface variability through comprehensive pre-construction investigations and adaptive construction approaches
- **Water Quality Compliance:** Our extensive laboratory coordination and real-time monitoring capabilities provide rapid response to water quality issues
- **Equipment Performance:** We maintain relationships with specialized equipment suppliers and backup systems for critical testing equipment

Regulatory and Permitting Challenges

Agency Coordination: Our established relationships with FDEP UIC program staff facilitate efficient permit processing and issue resolution

- **Compliance Documentation:** We maintain comprehensive documentation systems to support permit compliance and renewal requirements
- **Schedule Coordination:** We build regulatory review periods into project schedules and maintain proactive communication with agency staff

Construction and Operational Challenges

- **Contractor Coordination:** Our experienced construction administration team provides clear communication and rapid issue resolution
- **Weather Delays:** We incorporate weather contingencies into project schedules and maintain flexible resource allocation
- **Site Access:** We coordinate early with property owners and utility operators to secure necessary access agreements

Our comprehensive approach to MAR well construction inspection services combines technical expertise, proven project management systems, and collaborative stakeholder engagement to deliver successful projects on time and within budget. We are committed to supporting the City's goals while maintaining the highest standards of quality and regulatory compliance.



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USE OF LOCAL ECONOMY

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INTENT TO AFFECT LOCAL ECONOMY. Through our close collaboration with the City, we understand your focus on using local resources, and we will prioritize using local resources whenever possible. This also involves coordinating with other local consultants who have previously worked on applicable projects for the City. Jones Edmunds has established an office in Winter Haven staffed with local professionals who will help lead this project.

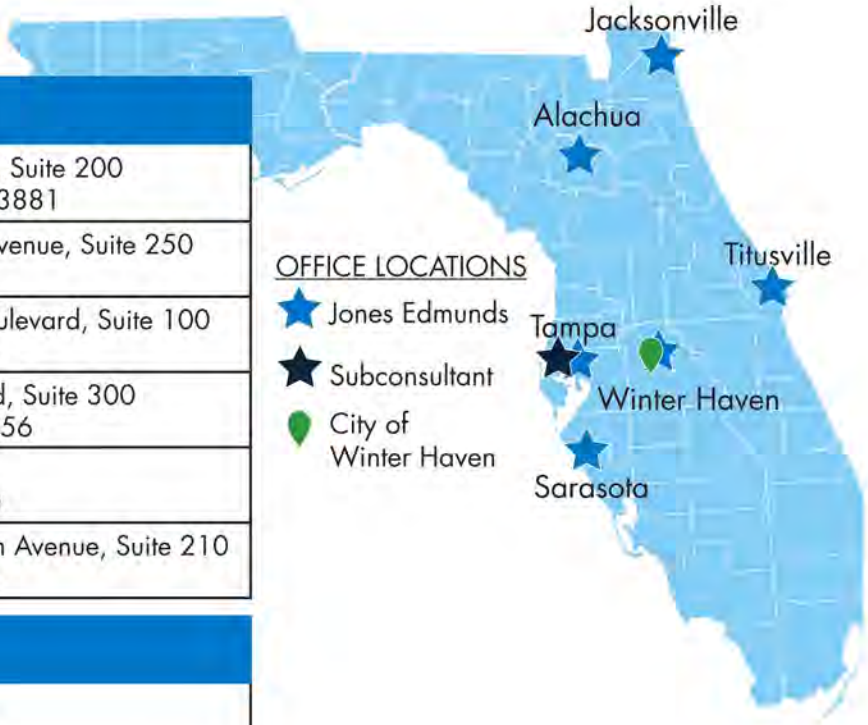
Our approach focuses on working with local businesses that can meet project requirements and uphold high-quality standards. We maintain a comprehensive database of qualified local vendors and regularly participate in small business conferences hosted by agencies across Florida to expand our list of trusted local partners. Jones Edmunds has also built strong relationships with many small, minority-, and women-owned firms throughout Florida that support our contracts. We have an internal tracking system that provides real-time data on the amount of work subcontracted and how subcontracts are distributed among local businesses.

LOCATION OF JONES EDMUNDS. Jones Edmunds' Winter Haven office will serve as the Principal and Home Office for this project. Our office is located at 141 5th Street NW, Suite 200, Winter Haven, FL 33881. We are less than half a mile from the City's offices, enabling quick responses to your requests. In addition to our Winter Haven location, this project will be supported by staff members in our Tampa and Alachua offices. The Tampa office is within an hour's drive of the City's offices, and the Alachua office is less than three hours away. Our subconsultant, ASRus, is also based in Tampa.

LOCAL STAFFING. Project Manager Anthony Holmes works from our Winter Haven office and will serve as the City's primary point of contact for all tasks under this project. He is easily accessible to the City to verify that the appropriate resources are available to complete the project on schedule and within budget. Anthony's close proximity allows him to respond promptly to your needs and attend meetings in person, which is his preferred method for anything beyond minor details. He can be available for meetings on one-hour notice and can be easily contacted on his company mobile phone for urgent issues, as well as by email. We expect more than 75% of the work will be completed by staff within a one-county radius. Work performed outside the Winter Haven area will not affect the work quality or schedule of the project. Our team regularly shares work and resources across offices.

Jones Edmunds Office Locations	
Winter Haven	141 5th Street NW, Suite 200 Winter Haven, FL 33881
Tampa	324 S Hyde Park Avenue, Suite 250 Tampa, FL 33606
Alachua	13545 Progress Boulevard, Suite 100 Alachua, FL 32615
Jacksonville	8657 Baypine Road, Suite 300 Jacksonville, FL 32256
Sarasota	7230 Kyle Court Sarasota, FL 34240
Titusville	3910 S Washington Avenue, Suite 210 Titusville, FL 32780

Subconsultant Office	
ASRus, Inc.	P.O. Box 271686 Tampa, FL 33688





6

ORGANIZATIONAL RESOURCES

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OPERATIONAL STABILITY. Understanding how workload and resource allocation impact the project is crucial for success. The City emphasizes the importance of the consultant's willingness and ability to meet project schedules and budget requirements. Additional support staff, knowledgeable about current, upcoming, and projected workload, enables the consultant to reassign or add resources as needed.

As our proposal demonstrates, Jones Edmunds has a skilled, qualified, and available team (with abundant backup if needed) for the services required for this project. Anthony has reviewed our personnel resources alongside the resources you need for this project. Based on this analysis, we can readily commit the necessary resources immediately and throughout the project. Our team's familiarity with the City's staff, processes, and the Bradco AR Well project itself eliminates the "learning curve," allowing us to be immediately effective during the construction phase.

OWNERSHIP. The founders of Jones Edmunds, Richard Jones, PhD, PE, and Robert Edmunds, PE, started the firm over 51 years ago with the goal of delivering quality engineering and responsive service with unwavering integrity. Since 1974, we have been privately owned by Associates within the company. The firm's core values of integrity, knowledge, and service apply not only to how we carry out our projects but also to how we treat our Associates. Built on these values, we have remained an Associate-owned firm during a time of active industry mergers and acquisitions. In 2023, our internal shareholders reaffirmed their commitment to our Associates by selling all shares to the Jones Edmunds ESOP Trust. Choosing to become 100% employee-owned through an ESOP offers ownership stability to our Associates, our clients, and their residents.

Our key officers are as follows:

- Robert C. Edmunds, PE, CGC, Director, Secretary, and Treasurer
- Stanley F. Ferreira, Jr., PE, President and CEO
- Brian J. Icerman, PE, Executive Director, Project Delivery / Senior Vice President
- Brett Goodman, PE, Executive Director, Strategic Growth
- Brett A. Cunningham, PE, ENV SP, Managing Director / Senior Vice President
- Alan C. Foley, PE, Managing Director / Senior Vice President

CORPORATE FINANCIAL RESOURCES. Please see the letter of reference from United Community, which verifies the financial responsibility of Jones Edmunds.

INSURANCE LIMITS. Please refer to the insurance certificate included in the appendix and accompanying forms.

CONTRACT TERMINATION. Jones Edmunds has not held any contracts or subcontracts by the firm or its officers that have been terminated within the last five years.

LITIGATION OR ARBITRATION. Jones Edmunds does not have claims arising from a contract that resulted in litigation or arbitration within the last three years.



United Community

October 18, 2023

To Whom It May Concern:

This letter is to confirm that Jones Edmunds & Associates, Inc. has been a customer of United Community Bank since 2022. Additionally, I have served as the banker for this client for nearly a decade. The company has always been and remains in good standing with our bank.

The company maintains multiple depository accounts with the bank with a combined average balance in the mid seven figure range. It also has available a collateralized revolving line of credit in the low seven figures. All accounts have been handled as agreed.

Jones Edmunds is a valuable customer of United Community Bank and has been a long-standing business in the local community for over 40 years. Its management team is highly regarded. We consider it a privilege to have Jones Edmunds & Associates, Inc. as our customer.

Please do not hesitate to contact me if additional information is needed. I can be reached at 352-213-8776 or Robert_mcdaniel@ucbi.com.

Sincerely,

Robert T. McDaniel

Robert McDaniel
Market President

Member FDIC © 2023 United Community Bank | ucbi.com



APPENDIX AND FORMS

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JonesEdmunds

ASR US, LLC

Project Team Organization Chart

JonesEdmunds

*SUBCONSULTANT:

ASRUS, LLC

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WINTER HAVEN

Client Services
Tom Friedrich, PE, BCEE

Project Manager
Anthony Holmes, PE

QA/QC
Jim McLellan, PE
***Mark McNeal, PG**

Construction Contract Administration
Chris Seufert, PMP

Submittal Review / Technical Support
Troy Hays, PG
***Pete Larkin, PG**

Resident Observation
***Hunter Clasen, PhD, PG**
Task Leader
*Alia Simms
*Christopher Nenninger, PhD
*Ryan Szeezil
*Alex Potter

Regulatory Compliance / Permitting
***Pete Larkin, PG**
Anthony Holmes, PE
*Joe Haberfeld, PG

Operations Testing / O&M Manual
Patrick Burger, PE
***Hunter Clasen, PhD, PG**

Construction Project Coordination
Terry Ann LeDuc

Additional Engineering Support Services as Needed

Safety
Mike Rickman, CRCMP

Survey
to be determined with input from the City and Contractor

GIS Coordination for Assets
Alex Buchans

ANTHONY HOLMES, PE

Project Manager

"I became a consulting environmental engineer to help clients develop solutions to benefit their interests and the environment. I am driven to develop solutions and approaches to unique and more conventional projects that will serve our clients."

Anthony is a Senior Engineer with Jones Edmunds in our Winter Haven office. He has over 20 years of experience in water and wastewater engineering, including water supply, wastewater collection, transmission, and treatment facilities, and reclaimed water storage, transmission, and distribution facilities. Anthony is a board member of the AWWA Standards Council. He also chairs the AWWA Solids Handling Pump Standard Committee and serves as Chair of the AWWA Submersible Vertical Turbine Pump Committee.

RELATED EXPERIENCE

Bradco Managed Aquifer Recharge Well Permit Modifications and Technical Specifications | City of Winter Haven | Project Manager | Anthony served as Project Manager to provide modifications to the FDEP UIC permit for the MAR well and associated monitoring wells.

ASR Well Construction and Design of Surface Facilities | City of St. Cloud | Project Engineer | Anthony provided construction administration and resident observation services for the ASR well and associated wells. He also prepared an application for water quality criteria exemption and an FDEP application to modify the existing SSWWTF operating permit for the Class V well.

Reclaimed Water Pipeline and Master Force Main Design and Permitting | City of Winter Haven | Engineer of Record | Jones Edmunds provided design and permitting services for approximately 23,000 linear feet of 24-inch reclaimed water pipeline and 24-inch force main from WWTP No. 3 to the existing reclaimed water system at the Chain O'Lakes Complex. Anthony served as the Engineer of Record for the modeling, design, and permitting on this project.

WWTP No. 3 Filter Addition Construction Services | City of Winter Haven | Project Engineer | Anthony provided construction phase services, including submittal review, request for information, limited resident observation, progress meeting, pay application review, and construction administration and management activities.

Master Lift Station Construction Services | City of Winter Haven | Project Engineer | Jones Edmunds provided design, permitting, bidding, and construction-phase engineering services for the Master Lift Station. Anthony worked on construction administration and coordination, resident observation, submittal review, requests for information responses, and pay application review.

Glen Subregional WRF Denitrification Upgrades | Hernando County | Senior Engineer | Anthony assisted with preliminary design, permitting, final design, and bidding, as well as the centrifuge and drying bed design, and review of the dewatering facility upgrades.



AREAS OF EXPERIENCE:

- Construction Management
- Wastewater and Reclaimed Water System Engineering
- System Inspection and Condition Assessment
- Optimization Evaluations and Studies
- Capacity Analysis
- Preliminary and Final Design
- Bidding and Procurement Services
- Compliance Studies
- Master Planning
- Permitting

EDUCATION:

Bachelor of Science, Civil Engineering

YEARS OF EXPERIENCE: 20

PROFESSIONAL CERTIFICATION:

Professional Engineer, #70809, FL

THOMAS FRIEDRICH, PE, BCEE

Client Services

"I always enjoy solving problems and working with people, and as a consulting engineer, I can work directly with clients to listen and understand their needs and concerns to provide engineering planning, evaluation, and solutions to protect the environment and improve public health and safety for the communities they serve."

Tom is a Senior Consultant and Vice President for the Jones Edmunds Utilities Discipline in our Tampa office with over 36 years of experience in water and wastewater treatment process design, systems evaluation, master planning, facility project management, and construction administration. He has successfully led the assessment, design, and construction phases of numerous water, wastewater, reclaimed, and biosolids engineering projects. Tom offers a wealth of knowledge in water quality evaluation, water chemistry, the microbiology of water and wastewater systems, and an in-depth understanding of plant operations, performance, regulatory compliance, and assistance with facility permitting issues. He has been the Project Manager, Engineer of Record, and QA/QC leader for water and wastewater planning, program, design, and construction projects ranging from 0.10 to 100 MGD.

RELATED EXPERIENCE

Flatford Swamp Aquifer Recharge | Southwest Florida Water Management District (SWFWMD) | Engineer of Record, QA/QC | Tom served as the Senior QC reviewer for the design of the surface water diversion and intake system to divert up to 2 MGD from the Myakka River to the recharge well. He was also the Engineer of Record for the UIC Class V recharge well. He led the design effort for the chemical treatment system to reduce dissolved oxygen and minimize arsenic mobilization.

Water Treatment Plant ASR | City of Bradenton | Lead Engineer | Tom served as Lead Engineer and provided QA/QC to design the ASR-2 system's degasification system and transfer, injection, and recovery pump stations. Jones Edmunds provided pilot testing evaluation with SWFWMD, preliminary and final design, and construction administration services.

ASR-2 Operational Support | City of Bradenton | Client Services | Tom provided client services for the operational support of the ASR-2 system. This included monitoring and data review during initial well conditioning and cycle testing as required by FDEP, as well as related regulatory coordination and compliance issues. Services included O&M manual updates, data review, response to requests for information from FDEP, presentation development and public meetings, and operational services.

Recharge Well Construction and Design of Surface Facilities | City of St. Cloud | Engineer of Record and Senior Consultant | Tom provided Client Services for this project, which included a pilot study, design of the surface facilities and Class V well head, a well house, and flow metering and well water level monitoring equipment. We provided bidding, construction administration, resident observation, preparation of permitting applications, and assistance with the initial startup and operation.



AREAS OF SPECIALIZATION:

- Surface Water Intake, Screening, and Transmission/Pumping Design
- ASR/Recharge Well Degasification and Oxygen Scavenger Design and Pilot Testing
- Construction Administration of Treatment Facilities
- Water and Wastewater Treatment Process Design
- Master and Facilities Planning
- Water and Wastewater Treatment Process Design
- Biological Nutrient Removal (BNR) and Advanced Treatment
- Water Quality, Water Chemistry and Microbiology
- Regulatory Permitting and Compliance

EDUCATION:

Master of Science, Environmental Resource and Engineering

Bachelor of Science, Environmental and Forest Biology

YEARS OF EXPERIENCE: 36

PROFESSIONAL CERTIFICATION:

Professional Engineer, #61281, FL

Board Certified Environmental Engineer (BCEE), #01-10041

JIM MCLELLAN, PE

QA/QC

"I am happiest working with clients as a team to identify innovative and practical ways to solve problems and improve lives. The water and wastewater industry allows me to combine my skills and interests in projects that benefit society and the environment. Utility infrastructure projects excite me because they often involve creative solutions to persistent issues."

Jim is a Chief Engineer in our Tampa office with over 39 years of experience designing and managing engineering projects and negotiating with regulatory agencies to facilitate effective, practical, and environmentally responsive solutions. Jim rejoined Jones Edmunds after serving as the City of Bradenton's Director of Public Works and Utilities, providing a wealth of knowledge and client operational perspective to our Utilities Discipline.

RELATED EXPERIENCE

Direct Potable Reuse Project | City of Winter Haven | Chief Engineer, QA/QC | Jim is serving as Chief Engineer on this project for the development of a mobile treatment system to demonstrate the feasibility of direct potable reuse for the City and be used as a public outreach tool to educate the community on the benefits of DPR.

Industrial Pretreatment Program Surcharge Rate Update | City of Winter Haven | Chief Engineer | Jones Edmunds is assisting the City with updating their IPP surcharge rates which includes addition of flow, BOD, TSS and potentially TDS surcharge rates for facilities exceeding their IPP permit limits. Jim is serving as Chief Engineer.

Aquifer Recharge Well Surface Facilities Design | City of Bradenton | Chief Engineer, QA/QC | Jim is serving as the Chief Engineer for the design of a plant modification that will deliver flow of up to 18-MGD to the new AR well.

*ASR-2 Design/Construction | City of Bradenton | Director of Public Works and Utilities | Jones Edmunds provided operational support to assist in regulatory and compliance issues related to the operation of the ASR-2 system for the City of Bradenton. This included monitoring and data review during initial well conditioning and cycle testing as required by FDEP and related regulatory coordination and compliance issues. Work generally included O&M manual updates, data review, and MOR assistance, response to RFIs from FDEP, presentation development and public meetings, and operational services. Jim was the Client Representative for the City of Bradenton and collaborated with Jones Edmunds to deliver this project.



AREAS OF SPECIALIZATION:

- Utilities Infrastructure Planning, Operations, and Management
- Wastewater System Evaluation,
- Design, and Permitting
- Industrial Wastewater Treatment
- and Pretreatment Design
- Government Relations
- Project Management
- Water Quality and Whole Effluent Toxicity
- Water Distribution, Pumping, Storage, and Treatment System Design
- Stormwater System Design

EDUCATION:

Master of Science, Civil Engineering (Environmental)

Bachelor of Science, Civil Engineering

YEARS OF EXPERIENCE: 39

PROFESSIONAL CERTIFICATION:

Professional Engineer, #60377, FL

FDEP Qualified Stormwater Management Inspector, #6714

*Work performed for the City of Bradenton prior to rejoining Jones Edmunds

CHRIS SEUFERT, PMP

Project Management / Construction Contract Administration

"As a Construction Administrator at Jones Edmunds, I am committed to overseeing projects that expertly balance client needs with environmental sustainability. I pride myself on managing each project with a focus on innovative solutions and community benefits, providing that we not only meet but exceed the expectations of our stakeholders while preserving the natural beauty of our communities."

Chris manages the Jones Edmunds Construction Services Department in our Tampa office. He has extensive experience working with Contractors to keep projects on schedule and on budget. He has experience with civil and pipeline projects, including pump stations and stormwater systems. Additionally, he is an expert in coating systems.

RELATED EXPERIENCE

WWTF Recharge Well PSDC | City of Bradenton | Construction Administrator | Jones Edmunds is assisting ASRus with the professional services during construction related to the City's WWTF Recharge Well. The scope of services includes providing ASRus and the City with support through construction administration, site visits, and general construction services. Chris is providing construction administration on this project as it moves into the construction phase.

Bradenton WRF Clarifier | City of Bradenton | Construction Administrator | Jones Edmunds provided a design report, drawings, technical specifications, permit modification services, bidding services, limited construction administration, contract closeout, and project management for demolishing the aerobic digester and constructing the fourth clarifier at the City's wastewater treatment plant. Chris is providing construction administration services, including site visits and field observation reports.

Phase 1 Water Main and Force Main Reclaimed Water Extensions CEI Services | City of Winter Haven | Construction Administrator | Jones Edmunds is providing continued permitting, easement, and funding support along with bidding and construction services for all the mains in this phase. In the previous part of this project, Jones Edmunds provided design and permitting services for approximately 23,000-linear feet of reclaimed water interconnect pipeline approximately 23,000-linear feet of force main. Under a separate task order, Jones Edmunds provided design and permitting services for the installation of 6,500-linear feet of 16-inch water main. Chris is providing construction administration services, including site visits and field observation reports.

Crooked Lake Park Receivership | Polk County | Construction Administrator | Jones Edmunds is providing design, permitting, and construction support for three new duplex lift stations to replace existing lift stations within the Crooked Lake subdivision. The design includes new force mains and connection to the City of Lake Wales public sanitary sewer system, thus allowing for the decommissioning of an old on-site package wastewater treatment plant. Chris is providing construction administration services and support.



AREAS OF SPECIALIZATION:

- Construction Administration
- QA/QC

EDUCATION:
Associate of Science, Applied Sciences

YEARS OF EXPERIENCE: 21

PROFESSIONAL CERTIFICATION:
Project Management Professional (PMP)®

TROY HAYS, PG

Submittal Review / Technical Support

"Florida's unique ecosystem and significant outdoor recreation opportunities are major reasons I came to Florida. I am proud to work to protect Florida's natural resources and help my community grow. I became a consultant to help clients develop solutions to reduce their environmental impact. I am an engaged contract and project manager delivering Florida water resources and utilities programs and projects to the fullest satisfaction of my clients that I possibly can."

Troy is the Senior Manager for the Jones Edmunds Public Works Discipline. He has served as the Construction Administrator and Project Manager for various projects throughout Florida. Troy has been responsible for all phases of construction projects, from design, constructability reviews, and cost estimating through project construction to facilities start-up and certifications. He coordinates field activities with clients, contractors, and Jones Edmunds personnel; oversees preconstruction activities, including preconstruction conferences; provides public utility coordination; and reviews contractor construction and submittal schedules.

RELATED EXPERIENCE

Flatford Swamp Aquifer Recharge | SWFWMD | Project Geologist | Troy assisted with the site layout and final design of the deep well. Jones Edmunds is assisting SWFWMD in exploring aquifer recharge to benefit the SWIMAL and maintain the hydroperiods at Flatford Swamp.

Injection Well MIT | City of Rockledge | Project Geologist | Jones Edmunds planned the Mechanical Integrity Test for the City of Rockledge Deep Injection Well. The deep injection disposes of secondarily treated effluent into the Lower Floridan aquifer. Troy provided updates to the well head design.

MIT Testing and Permit Renewal | City of Rockledge | QA/QC | Jones Edmunds prepared an MIT plan for FDEP approval, contracted with a driller to perform the MIT, and prepared a summary report to document successful mechanical integrity. Troy provided QA/QC of the report.

Wastewater Treatment Plant No. 3 Construction Phase Services | City of Winter Haven | Project Manager | Jones Edmunds provided design, permit, and construction-phase services for the WWTP No. 3 Reclaimed Water Pump Station and Storage Tank project. The primary components of the project included installing a high-service pump station, a 5-MG ground storage tank, and the accompanying yard piping, electrical equipment, and control systems. Troy oversaw construction administration and construction services for this project.

DeLeon Springs Utility Extensions | Volusia County | Project Manager – Construction | Troy managed this project to provide planning, design, public/stakeholder outreach, and construction services on an accelerated schedule to connect approximately 50 residential and commercial properties to the City of Deland's central wastewater system and improve the water facilities in the corridor.



AREAS OF SPECIALIZATION:

- Project Management
- Construction Administration
- Construction QA/QC
- Groundwater Modeling
- Permitting
- Funding Assistance
- Evaluation of Site Conditions
- Contamination Remediation
- Materials Testing and Evaluation

EDUCATION:

Bachelor of Science, Geology

YEARS OF EXPERIENCE: 22

PROFESSIONAL CERTIFICATION:

Professional Geologist, #PG2679, FL

Transportation Approved Temporary Traffic Control (TTC) No. 51816

PATRICK BURGER, PE

Operations Testing / O&M Manual

"One of the greatest joys in my life is assisting others in unraveling complex problems. As a water resource engineer, my profession offers me the chance to do precisely that, addressing a diverse range of challenges and working with people from various backgrounds."

Patrick specializes in developing and applying groundwater models to assess water withdrawals' impact on regional surface and groundwater resources. With a robust background, he effectively manages large water resource construction projects and excels in GIS analysis, field data collection, and alternative water supply development. He is also experienced in septic-to-sewer analysis, permitting, and regulatory review.

RELATED EXPERIENCE

Wastewater Treatment Plant No. 3 Aquifer Storage and Recovery and Aquifer Recharge Feasibility Study | City of Winter Haven | Project Manager | Patrick is helping the City of Winter Haven determine the feasible ASR and AR alternatives for managing reclaimed and alternative water supplies at the City's WWTP No 3.

Wastewater Treatment Facility Recharge Well Professional Services During Construction | City of Bradenton | Project Manager | Patrick is managing this project as Jones Edmunds assists ASRus with professional services during construction for drilling the recharge well at the City of Bradenton's WWTF. Our services include providing support through construction administration, site visits, and general construction administration services.

UIC Class I Injection Well System Permit Renewal and Mechanical Integrity Testing (MIT) | City of Oldsmar | Project Manager | Patrick is providing professional engineering services to the City of Oldsmar to complete the FDEP UIC Permit Renewal Application. He is preparing a work plan and will oversee the MIT for the Class I Injection Well.

UIC Class I Municipal Deep Injection Well | Golden Ocala Equestrian Land | Project Engineer | Patrick is providing professional services related to preparing well specifications, bidding assistance, professional services during construction, preoperational testing documentation, and operational testing and permitting for a Class I Municipal Deep Injection Well (DIW-1) for reclaimed water disposal at the Northwest Water Reclamation Facility in Marion County.

Volusia County CUP | Volusia County | Project Manager | Patrick is managing this project to renew the County's CUP for their public water system to serve public supply customers within the County's Service Area. The water use is permitted by the SJRWMD, which authorizes the withdrawal of groundwater from the Upper Floridan Aquifer.



AREAS OF SPECIALIZATION:

- Groundwater Modeling
- H&H Modeling
- GIS Analysis
- Septic-to-Sewer Analysis

EDUCATION:

Master of Engineering, Hydraulics and Hydrology

Bachelor of Science, Civil Engineering

YEARS OF EXPERIENCE: 37

PROFESSIONAL CERTIFICATION:

Professional Engineer, #57404, FL

MIKE RICKMAN, CRCMP

Safety

"Safety planning is effective when it combines knowledge, preparation, and practical solutions. I'm passionate about developing clear, effective safety programs that support field crews, protect communities, and strengthen project outcomes. Helping people stay safe while accomplishing challenging work is the most rewarding part of what I do."

Mike is Jones Edmunds' Safety and Training Specialist. He has experience in workplace safety training, developing safety programs and policies, and project management. In particular, his past experience as Safety Manager, Debris Manager (for hurricane recovery efforts), and Construction Project Manager makes him a valued member of the Jones Edmunds' team. He has developed Safety Manuals and Debris Management plans that have been approved by FEMA and has worked in hurricane recovery efforts for local governments. He has extensive knowledge of OSHA regulations, emergency recovery operations, and underground construction.

RELATED EXPERIENCE

AWIA Risk and Resilience Assessment and Emergency Response Plan | City of Winter Haven | Safety Specialist | Mike reviewed City emergency response files and assisted in developing Incident Action Checklists and the emergency response plan format. Jones Edmunds performed a risk and resilience assessment for the City's water and wastewater assets that resulted in the identification of a prioritized list of mitigation measures to reduce the City risk and critical water and wastewater assets.

Village Water – Wastewater Treatment Facility Interconnection Assessment and Modifications | Florida Governmental Utility Authority (FGUA) | Safety Specialist | Mike prepared the safety plan to inform and prepare staff for field activities required to complete force main route assessments and treatment plant observations and inspections.

AWIA ERP Update | Destin Water Users, Inc. | Safety Specialist | Mike served as the lead developer of the incident action checklists and ERP update document using the Jones-Edmunds-developed template that uses EPA, FEMA, and AWWA guidelines for formatting the ERP.

Utility Emergency Response Plan Update | City of Zephyrhills | Safety Specialist | Mike served as the lead developer of the incident action checklists and ERP update document using the Jones-Edmunds-developed template that uses EPA, FEMA, and AWWA guidelines for formatting the ERP.

Linwood Road GT Permitting and Relocation | Charlotte County | Safety and Training Specialist | Mike prepared the safety plan as Jones Edmunds assists Charlotte County with GT relocation efforts along the proposed utility route.



AREAS OF SPECIALIZATION:

- Occupational Health and Safety
- Safety Training
- Debris Management Operations
- Emergency Planning
- OSHA Regulations
- Project Management
- Construction

EDUCATION:

Bachelor of Science, Safety Engineering Technology

YEARS OF EXPERIENCE: 26

PROFESSIONAL CERTIFICATION:

CRCMP (Certified Risk & Compliance Manager), #337790

FDOT Temporary Traffic Control Certification, #51817

Mark B. McNeal, PG, QA/QC



Mr. McNeal is **Chief Executive Officer** for **ASRus, LLC**. Mr. McNeal has 40 years of experience in hydrogeologic investigations in Florida, including project management of water supply, Aquifer Storage and Recovery (ASR), deep well injection, and reuse projects; design and permitting, well construction inspection; data analysis; geophysical logging and interpretation; aquifer pumping test design and analysis; system startup; well rehabilitation activities, mechanical integrity testing, and operational cycle testing. He is well known with FDEP and EPA Region IV for unique approaches in UIC permitting.

Representative Water Supply Projects

Polk County Central Water Production Facility – Mr. McNeal was part of the Reiss Engineering team responsible for designing, permitting, and constructing two Upper Floridan aquifer and one Lower Floridan aquifer water supply wells for Polk County.

City of Apopka Grossenbacher WTP – Mr. McNeal is part of the Reiss Engineering team that is converting an UFA water supply well to a LFA supply well as a condition of the City's Consumptive Use Permit (CUP). Replacement well No. 1 is designed to be completed to a depth of 1,400 feet below land surface (bls). Mr. McNeal provides senior hydrogeological oversight of this work.

City of Apopka Mt. Plymouth WTP – Mr. McNeal is part of the Reiss Engineering team that converted an UFA water supply well to a LFA supply well for the Mt. Plymouth Lakes Well No. 1 replacement. Mr. McNeal provides senior hydrogeological oversight of this work.

Tavistock Water Treatment Plant – For Tavistock Development Company, Mr. McNeal served as senior hydrogeologist for siting, designing, and construction oversight of a 600-foot UFA water supply well at the planned Water Treatment Plant. ASRus is a subconsultant on this project to Reiss Engineering.

Polk Regional Water Cooperative Southeast Wellfield – Mr. McNeal is providing senior hydrogeological services for the PRWC Southeast Wellfield in Polk County. The LFA is being investigated as a potential a brackish water supply to serve municipalities and county customers throughout Polk County. Mr. McNeal is also tasked with helping to identify a concentrate disposal permeable interval in the lowermost permeable zone within the LFA at the initial test location.

Polk County Utilities Imperial Lakes No. 3 – Mr. McNeal was part of a team that designed, permitted, and oversaw construction of a new supply well at the Imperial Lakes WTP.

JEA Ponce De Leon Water Treatment Plant – For JEA, Mr. McNeal was part of a team responsible for siting, designing, and overseeing construction of a water supply replacement well at the Ponce De Leon Water Treatment Plant.

Englewood Water District, Reclaimed Water ASR – Mr. McNeal has been involved in all aspects of EWD's four fresh groundwater and two brackish groundwater supply wellfields.

City of Zolfo Springs Water Supply Well – Mr. McNeal provided senior hydrogeological services as a subcontractor under Rowe Drilling to construct and provide startup services for a City production well into the UFA. The well provided much needed public water supply redundancy for its water supply system.

Marion County Water Supply Well – Mr. McNeal assisted the County constructing a potable water supply well at the County's Lakeview Hills WTP. He is currently providing hydrogeologic oversight on a coring project to assess the water supply potential in the LFA at two sites within Marion County.

City of Newberry Public Supply Well – For the City of Newberry, Mr. McNeal provided senior hydrogeological services for a new public supply well at the City's Water Treatment Plant No. 2 expansion project.

Education

- B.S., Geological Engineering, Brigham Young University, 1984

Professional Registrations

- Professional Geologist: Florida (#1231)

Years with ASRus

- 19 years

Pete Larkin, PG, Regulatory Compliance/Permitting

Mr. Larkin is a **Vice President** at **ASRus, LLC.** He has 26 years of experience in permitting, design, construction, and hydrogeologic testing of Upper Floridan aquifer (UFA) and Lower Floridan aquifer (LFA) wells. Mr. Larkin has served as Project Manager and/or Lead Hydrogeologist on various projects involving Class I municipal and industrial injection wells, aquifer recharge, ASR, reuse, and water supply projects throughout southwest and central Florida.

Related Project Experience

SWFWMD Lower Floridan Aquifer Investigation, Polk County – Mr. Larkin was part of a team that assisted the SWRWMD with the design and construction oversight of a Lower Floridan aquifer (LFA) test well in southeast Polk County. Mr. Larkin served as the Project Manager for the initial phase of this regionally important water supply investigation and continued throughout the project providing senior technical oversight.

Polk County Reclaimed Water ASR – Mr. Larkin assisted with the construction oversight of the reclaimed water ASR well at the County's Northwest WWTP. The ASR system was designed to utilize the lower Floridan aquifer (LFA) to a depth of 2,944 ft.

Peace River Manasota Regional Water Supply Authority – Mr. Larkin has been actively involved with the Peace River ASR System since 2003. Since 2009 he has been Project Manager for the hydrogeologic services contract providing regulatory support to their ASR program, recently assisting with obtaining an operation permit for the 21-well potable water ASR system, the largest ASR system in the eastern US. He is currently the Project Manager on the development of Class I injection well for RO concentrate disposal at the Peace River Facility. And

Manatee County UIC Program, Manatee County – Mr. Larkin served as Project Manager for the County's injection-well-related projects including MITs, well rehabilitations, and permitting of a Class I municipal well and design and permitting of a Class V AR well while at CH2M. Now with ASRus, he continues as Sr. Hydrogeologist, overseeing the Class V AR well construction that is permitted to recharge up to 15 MGD of reuse water in the Avon Park high-permeability zone of the UFA. He is also the Sr. Hydrogeologist for the construction of an LFA Class V municipal injection well and an LFA Class I industrial municipal/RO concentrate disposal well to 3,500 feet, recently constructed at the County's North Regional WRF. He was responsible for much of the work on these projects including permitting, design, and managing all construction oversight. He is was the Project Manager for the Class I injection well at Piney Point and continues to support the County with operation and reporting for this system.

City of Bradenton ASR and Aquifer Recharge – Mr. Larkin serves as the Sr. Hydrogeologist to expand the City's ASR program by up to three additional ASR wells and up to 6 MGD of additional capacity. He has been responsible for preparing the permit application, technical specifications, and overseeing construction activities of the first of three ASR wells at this site. He led the permitting effort and technical specification for an aquifer recharge well into the UFA that will allow the City to reduce or eliminate its reclaimed water discharges into the Manatee River.

City of Tampa, ASR Program – Mr. Larkin has been involved with the City's ASR program since 1999. He continues to provide technical and regulatory support for this ASR wellfield that serves as a crucial water supply wellfield for the City during the dry season. He is currently managing the permitting of three Class I deep injection wells at the City's water treatment facility.

City of Fort Myers RO Brackish Wellfield – Mr. Larkin served as the field Lead Geologist for portions of the City's RO wellfield expansion. Mr. Larkin was responsible for mentoring and oversight of field geologists during the construction and testing of multiple RO brackish supply wells.



Education
- BA, Natural Science, University of South Florida, 1994

Professional Registrations
- Professional Geologist: Florida (#2793)

Total Years' Experience
- 26 years

Years with ASRus
- 10 years

Contact Information
- plarkin@asrus.net
- Cell: 813-382-8516

Hunter J. Clasen, PhD, PG, Resident Observation Task Leader, Operations Testing/O&M Manual

Mr. Clasen is a Vice President for ASRus, LLC. He has over 40 years of experience in the geologic sciences and has successfully managed water resource projects, water supply projects, hydrogeologic studies, contamination and assessment projects, remedial investigations and clean-ups, and munitions and explosives of concern (MEC) projects for both governmental and private clients. He has extensive experience on a wide variety of projects including groundwater modeling, water resource assessment, deep well injection, aquifer storage and recovery (ASR), surface geophysics, borehole geophysics, water supply, application of treated effluent, landfill monitoring, geologic interpretation, risk-based data management, and base metal and precious metal mining.

Representative Water Supply Projects

JEA Ponce De Leon Water Treatment Plant – For JEA, Mr. Clasen was part of a team responsible for siting, designing, and overseeing the construction of a water supply replacement well at the Ponce De Leon Water Treatment Plant. Mr. Clasen managed the hydrogeologic services, including services during construction. Technical specifications were prepared, and our team provided assistance during bidding, which resulted in a well replacement cost considerably below the engineer's estimate. Mr. Clasen provided assistance during the well construction process and worked closely with the prime consultant contracted with JEA to complete the replacement well.

Polk County Central Water Production Facility – Mr. Clasen was part of a team responsible for designing, permitting, and constructing two Upper Floridan aquifer (UFA) and one Lower Floridan aquifer (LFA) water supply wells for Polk County Utilities. Mr. Clasen managed all onsite resident observations during drilling and testing activities. Drilling was completed throughout the entire LFA strata to a depth of over 3,000 feet. Mr. Clasen prepared the Well Completion Report to document the drilling and testing activities of the large diameter UFA water supply well and dual-use LFA/UFA production well capable of producing both fresh and brackish groundwater out of the same well.

Englewood Water District, Reclaimed Water ASR – Mr. Clasen has been involved with EWD's fresh groundwater and brackish groundwater supply wells. EWD operates two brackish water wellfields and four shallow freshwater wellfields throughout its service area. An annual wellfield operations report is prepared and submitted to the Southwest Florida Water Management District (SWFWMD) that evaluates the condition of each of the wellfields, which Mr. Clasen has assisted with.

City of Apopka Grossenbacher WTP – Mr. Clasen was part of a team that converted a UFA water supply well to an LFA supply well as a condition of the City's Consumptive Use Permit (CUP). Mr. Clasen was responsible for drilling oversight activities and helped to design the LFA production well. Replacement well No. 1 was designed to be completed to a depth of 1,400 feet below land surface (bls). Mr. Clasen provided senior hydrogeological oversight of this work.

City of Apopka Mt. Plymouth WTP – Mr. Clasen was part of a team that converted a UFA water supply well to an LFA supply well for the Mt. Plymouth Lakes Well No. 1 replacement. Mr. Clasen provided senior hydrogeological oversight of this work and was responsible for defining the lithologic profile encountered during drilling.

City of Zolfo Springs Water Supply Well – Mr. Clasen provided senior hydrogeological services as a subcontractor under Rowe Drilling to construct and provide startup services for a City production well into the UFA. The well provided much needed public water supply redundancy for its water supply system.



Education

- PhD, Philosophy, Geology/Earth Science, General, University of South Florida, 2018
- M.S., Geology, University of South Florida, 1989
- B.A., Geology, University of South Florida, 1979

Professional Registrations

- Professional Geologist: Florida (#27)

Years with ASRus

- 13 years

ATTACHMENT 'A'
RFQ-26-13 Submittal Cover Page

December 19, 2025
Date

Jones Edmunds & Associates, Inc.
Name of Company

Authorized Signature

Brian J. Icerman, PE — Executive Director / Sr. Vice President
Printed Name — Title/Position

13545 Progress Boulevard, Suite 100
Physical Address

Alachua — Florida — 32615-9402
City — State — Zip

BIcerman@jonesedmunds.com
Email address

352.377.5821 / 352.377.3166
Telephone Number / Fax Number

Received Addenda #'s N/A

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

ASRus, LLC

Key Team members and addresses of principal office:

Anthony Holmes, PE - 141 5th Street NW, Suite 200, Winter Haven, FL 33881

Tom Friedrich, PE, BCEE - 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606

Jim McLellan, PE - 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606

Mark McNeal, PG - 13329 North Armenia Avenue, Tampa, FL 33613

Chris Seufert, PMP - 324 S. Hyde Park Ave., Suite 250, Tampa, FL 33606

Troy Hays, PG - 13545 Progress Boulevard, Suite 100, Alachua, FL 32615

Pete Larkin, PG - 13329 North Armenia Avenue, Tampa, FL 33613

Hunter Clasen, PhD, PG - 13329 North Armenia Avenue, Tampa, FL 33613

Patrick Burger, PE - 13545 Progress Boulevard, Suite 100, Alachua, FL 32615

Mike Rickman, CRCMP - 13545 Progress Boulevard, Suite 100, Alachua, FL 32615

* All of the Jones Edmunds Key Team members can work from the Winter Haven office if needed.

Attachment 'B'
Affidavit of Prime Bidder

Non-Collusion: The Contractor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace: The Contractor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws: City of Winter Haven will not intentionally award City contracts to any contractor/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

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

Brian J. Icerman, PE
Name – printed



12/17/25
Signature / Date

Executive Director/Sr. Vice President
Title

Attachment 'C'

Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of Alachua

Name of Vendor: Jones Edmunds & Associates, Inc.

Address: 13545 Progress Boulevard, Suite 100, Alachua, FL 32615-9402

Phone Number & Email: 904.708.9254 BIcerman@jonesedmunds.com

Authorized Representative's Name: Brian J. Icerman, PE

Authorized Representative's Title: Executive Director/Sr. Vice President

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

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

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

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

Signature of Brian J. Icerman, PE

The foregoing instrument was acknowledged before me this 17 day of December, 20 25, by Brian J. Icerman, PE, as Executive Director/ Sr. Vice President of Jones Edmunds & Associates, Inc, a S-Corporation, on behalf of the said Corporation who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of Florida
Commission no.: HH 705044
My commission expires: July 31, 2029

PATRICE FLETCHER
MY COMMISSION # HH 705044
EXPIRES: July 31, 2029

Attachment 'D'

Affidavit Regarding Foreign Countries of Concern

State of Florida
County of Alachua

Name of Vendor: Jones Edmunds & Associates, Inc.

Address: 13545 Progress Boulevard, Suite 100, Alachua, FL 32615-9402

Phone Number & Email: 904.708.9254 BIcerman@jonesedmunds.com

Authorized Representative's Name: Brian J. Icerman, PE

Authorized Representative's Title: Executive Director/Sr. Vice President

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

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

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

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

Signature of Brian J. Icerman, PE

The foregoing instrument was acknowledged before me this 17 day of December, 20 25, by Brian J. Icerman, PE, as Executive Director/ Sr. Vice President of Jones Edmunds & Associates, Inc, a S-Corporation, on behalf of the said Corporation who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of Florida
Commission no.: HH 705044
My commission expires: July 31, 2029

PATRICE FLETCHER
MY COMMISSION # HH 705044
EXPIRES: July 31, 2029

Attachment 'E'

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

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

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Firm Name Jones Edmunds & Associates, Inc.

Signature 

Name and Title Executive Director/Sr. Vice President

Date 12/17/25

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Jones Edmunds & Associates, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

13545 Progress Blvd., Suite 100

6 City, state, and ZIP code

Alachua, FL 32615

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	9	–	1	5	3	3	0	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Linda Lyles **Date** January 1, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

JonesEdmunds
Integrity • Knowledge • Service

SIGNATURE AUTHORITY
ACTION BY CONSENT OF DIRECTORS OF
JONES EDMUNDS & ASSOCIATES, INC.

The undersigned, being the members of the Board of Directors of Jones Edmunds & Associates, Inc., a Florida corporation (the "Company"), with corporate offices located at 13545 Progress Blvd., Suite 100, Alachua, FL 32615, hereby take the following actions by written consent:

- Robert C. Edmunds shall serve as a Director and Secretary and Treasurer of the Company.
- Stanley F. Ferreira, Jr. (a/k/a "Rick" Ferreira) shall serve as a Director and President and Chief Executive Officer and Registered Agent of the Company.

Accordingly, it is resolved as follows:

1. Signature authority for signing contracts on behalf of the Company shall be as follows:

   A. Members of the Board of Directors shall be authorized to sign all contracts.

   B. Brett A. Cunningham, Senior Vice President and Managing Director; Alan C. Foley, Vice President and Managing Director; and Brian J. Icerman, Senior Vice President and Executive Director; shall be authorized to sign all contracts.

   C. Managing Directors shall be authorized to sign subcontracts with a fee of $10,000 or less provided there are no deviations from the Company's standard terms and conditions.

2. In the absence of all authorized contract signers of the Company, a member of the Board of Directors may appoint an officer of the company to serve as Interim Secretary, Interim Treasurer, or authorized contract signer.

3. This Action by Consent may be signed in counterparts, each of which shall be considered an original, and which together shall constitute one and the same instrument. Facsimile copies and electronic signatures shall be treated in all respects as original documents and signatures.

JONES EDMUNDS & ASSOCIATES, INC. CORPORATE SEAL 1974 FLORIDA <corporate seal>

Dated January 1, 2025

Director / Secretary / Treasurer

Director / President / Chief Executive Officer

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 29th day of January, 2025, by Robert C. Edmunds, PE (Director, Secretary, and Treasurer) and Stanley F. Ferreira, Jr. (Director and President and Chief Executive Officer) of Jones Edmunds & Associates. Inc. They are personally known to me.

Notary Signature
PRINT, TYPE OR STAMP NAME OF NOTARY

NOTARY PUBLIC STATE OF FLORIDA
JoAnne Talamo
MY COMMISSION # HH302593
EXPIRES: August 18, 2026

State of Florida
Department of State

I certify from the records of this office that JONES, EDMUNDS & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on May 14, 1974.

The document number of this corporation is 452905.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 13, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Secretary of State

Tracking Number: 7187802193CC

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Certificate Request Desk
PHONE (A/C, No, Ext): (650) 762-0400 **FAX (A/C, No):** (650) 762-0490
E-MAIL ADDRESS: certrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Specialty Insurance Company	10213
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : XL Specialty Insurance Company	37885
INSURER E :	
INSURER F :	

INSURED
Jones Edmunds & Associates, Inc,.
13545 Progress Blvd., Suite 100
Alachua FL 32656

COVERAGES **CERTIFICATE NUMBER:** 86044924 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	6808N190672	6/30/2025	6/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	BA8R804284	6/30/2025	6/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	CUP8N201316	6/30/2025	6/30/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	UB8N190948	6/30/2025	6/30/2026	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability		✓	DPR5045531	6/30/2025	6/30/2026	Per Claim Annual Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

For Proposal

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage

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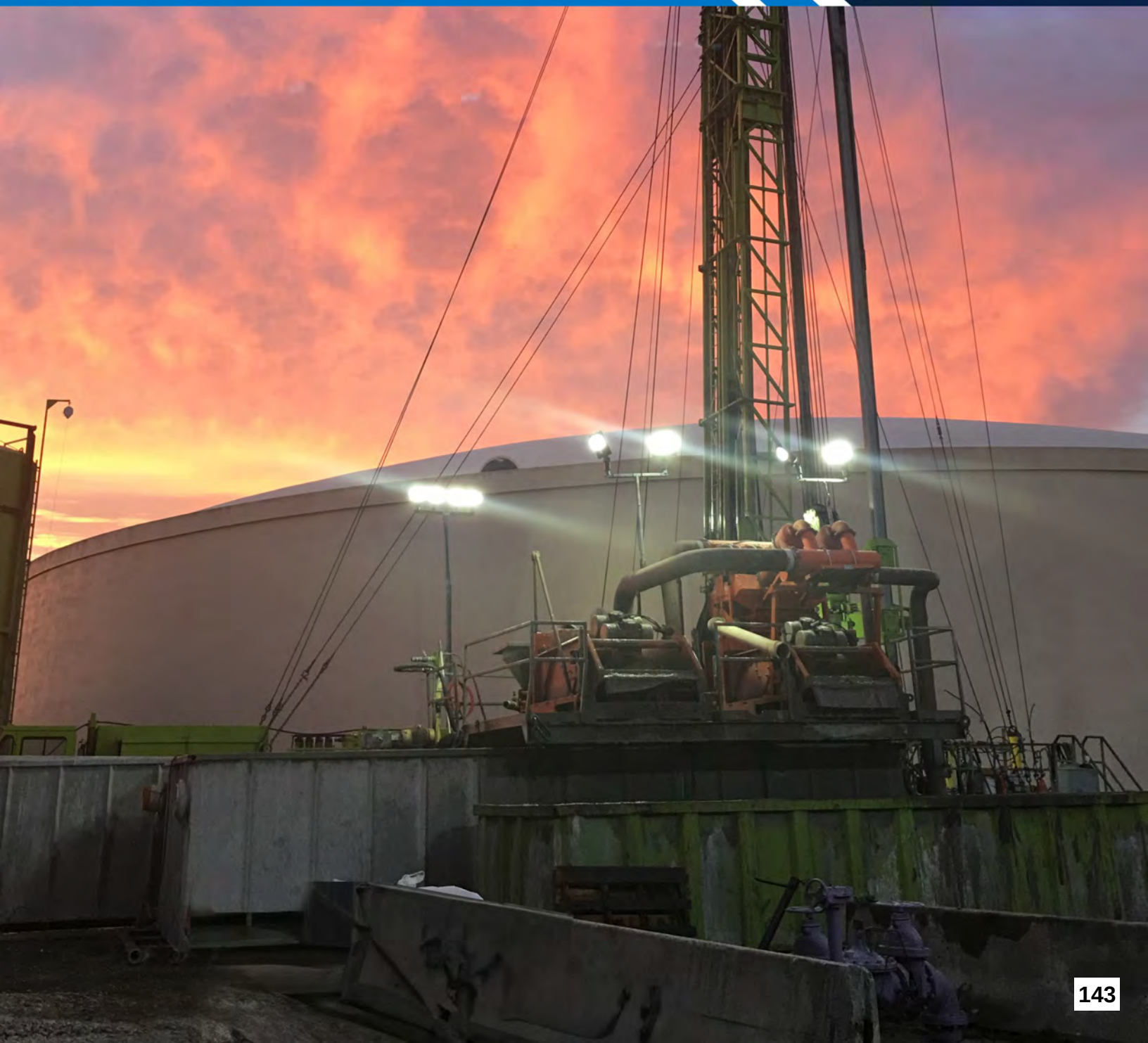
JonesEdmunds

800.237.1053 | JONESEDMUNDS.COM



DATE: January 7, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Florida Department of Environmental Protection, SRF WW531302 Amendment #4

BACKGROUND

On May 7, 2021, the City executed State Revolving Fund (SRF) loan agreement WW531302 with the Florida Department of Environmental Protection (FDEP) in the amount of $11,500,000. This agreement provided for the construction of a new 24-inch force main and a 24-inch reclaim water transmission main linking the Chain of Lakes Master Lift Station to Wastewater Treatment Plant #3. To address aging infrastructure, this project replaced a 50-year old 30-inch force main that had reached the end of its useful life. Additionally, the project included the installation of a new 24-inch reclaim transmission main that interconnects Wastewater Treatment Plants #2 and #3. This new infrastructure increases system reliability for irrigation customers and facilitates future aquifer recharge efforts. The new infrastructure was placed into service on May 18, 2023.

On October 27, 2021, the City and FDEP executed Amendment #1, adding $10,954,050 to the agreement for construction of the Harmony Master Lift Station (HMLS). With a permitted capacity of 16.0 million gallons per day, the HMLS facilitates sewage effluent transfer and includes a repump booster to manage flow from Wastewater Treatment Plant #2. This infrastructure is critical for system resiliency and future growth. Due to supply chain delays, Amendments #2 and #3 extended the loan completion dates to February 15, 2025 and November 15, 2025 respectively. The HMLS went into operation on November 17, 2025.

Amendment #4 establishes the amortization schedule for the final loan amount of $20,874,567, which includes $409,305 in fees. This reduces the original awarded amount of $22,454,050. Additionally, Amendment #4 established the bi-annual payment schedule of May 15th and November 15th. Thus, the first payment is scheduled for May 15, 2026 in the amount of $521,864.18

FINANCIAL IMPACT

Funds will be budgeted annually in 402-08-968-7102 in the total amount of $1,043,728.36 to be made in two payments per fiscal year on May 15th and November 15th.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

RECOMMENDATION

Staff recommends the City Commission approve Amendment #4 to the FDEP SRF WW531302 Loan Agreement and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Amendment #4 FDEP SRF WW531302
- FDEP SRF WW531302 Amortization Schedule Report
- FDEP SRF WW531302 Loan Agreement
- Amendment #1 FDEP SRF WW531302
- Amendment #2 FDEP SRF WW531302
- Amendment #3 FDEP SRF WW531302

STATE REVOLVING FUND
AMENDMENT 4 TO LOAN AGREEMENT WW531302
CITY OF WINTER HAVEN

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF WINTER HAVEN, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW531302, as amended, authorizing a Loan amount of $22,454,050, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by $1,988,788. The revised total amount awarded is $20,465,262.

2. The Loan Service Fee is $409,305. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $20,465,262.

3. The total amount of the Loan to be repaid is $20,874,567. This consists of $20,465,262 disbursed to the Local Government, plus accrued Capitalized Interest of $0 and service fee charges of $409,305.

4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $521,864.18. Such payments shall be received by the Department on May 15, 2026, and semiannually thereafter on November 15 and May 15 of each year until all amounts due hereunder have been fully paid.

5. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$20,465,262	140131

6. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	19,630,753
Technical Services During Construction	834,509
SUBTOTAL (Total Disbursed)	20,465,262
Capitalized Interest	0
TOTAL (Loan Principal Amount)	20,465,262

7. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Loan Agreement WW531302 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF WINTER HAVEN

_____
City Manager

Attest:

_____
City Clerk

SEAL

Approved as to form and legal sufficiency:

_____
City Attorney

_____
Financial Services Department Director

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Winter Haven
Funding Number: CW-531302

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-531302	1	$293,250.00	May 15, 2026	0.000 %	$63,250.00	$0.00	$0.00	$230,000.00	$0.00	$11,436,750.00
	2	$293,250.00	Nov 15, 2026	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$11,143,500.00
	3	$293,250.00	May 15, 2027	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$10,850,250.00
	4	$293,250.00	Nov 15, 2027	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$10,557,000.00
	5	$293,250.00	May 15, 2028	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$10,263,750.00
	6	$293,250.00	Nov 15, 2028	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$9,970,500.00
	7	$293,250.00	May 15, 2029	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$9,677,250.00
	8	$293,250.00	Nov 15, 2029	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$9,384,000.00
	9	$293,250.00	May 15, 2030	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$9,090,750.00
	10	$293,250.00	Nov 15, 2030	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$8,797,500.00
	11	$293,250.00	May 15, 2031	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$8,504,250.00
	12	$293,250.00	Nov 15, 2031	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$8,211,000.00
	13	$293,250.00	May 15, 2032	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$7,917,750.00
	14	$293,250.00	Nov 15, 2032	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$7,624,500.00
	15	$293,250.00	May 15, 2033	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$7,331,250.00
	16	$293,250.00	Nov 15, 2033	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$7,038,000.00
	17	$293,250.00	May 15, 2034	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$6,744,750.00
	18	$293,250.00	Nov 15, 2034	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$6,451,500.00
	19	$293,250.00	May 15, 2035	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$6,158,250.00
	20	$293,250.00	Nov 15, 2035	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$5,865,000.00
	21	$293,250.00	May 15, 2036	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$5,571,750.00
	22	$293,250.00	Nov 15, 2036	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$5,278,500.00
	23	$293,250.00	May 15, 2037	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$4,985,250.00
	24	$293,250.00	Nov 15, 2037	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$4,692,000.00
	25	$293,250.00	May 15, 2038	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$4,398,750.00

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Winter Haven
Funding Number: CW-531302

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-531302	26	$293,250.00	Nov 15, 2038	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$4,105,500.00
	27	$293,250.00	May 15, 2039	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$3,812,250.00
	28	$293,250.00	Nov 15, 2039	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$3,519,000.00
	29	$293,250.00	May 15, 2040	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$3,225,750.00
	30	$293,250.00	Nov 15, 2040	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$2,932,500.00
	31	$293,250.00	May 15, 2041	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$2,639,250.00
	32	$293,250.00	Nov 15, 2041	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$2,346,000.00
	33	$293,250.00	May 15, 2042	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$2,052,750.00
	34	$293,250.00	Nov 15, 2042	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$1,759,500.00
	35	$293,250.00	May 15, 2043	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$1,466,250.00
	36	$293,250.00	Nov 15, 2043	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$1,173,000.00
	37	$293,250.00	May 15, 2044	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$879,750.00
	38	$293,250.00	Nov 15, 2044	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$586,500.00
	39	$293,250.00	May 15, 2045	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$293,250.00
	40	$293,250.00	Nov 15, 2045	0.000 %	$293,250.00	$0.00	$0.00	$0.00	$0.00	$0.00
CW-531302 Totals					**$11,500,000.00**	**$0.00**	**$0.00**	**$230,000.00**	**$0.00**	
CW-531302-1	1	$228,614.18	May 15, 2026	0.000 %	$49,309.18	$0.00	$0.00	$179,305.00	$0.00	$8,915,952.82
	2	$228,614.18	Nov 15, 2026	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$8,687,338.64
	3	$228,614.18	May 15, 2027	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$8,458,724.46
	4	$228,614.18	Nov 15, 2027	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$8,230,110.28
	5	$228,614.18	May 15, 2028	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$8,001,496.10
	6	$228,614.18	Nov 15, 2028	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$7,772,881.92
	7	$228,614.18	May 15, 2029	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$7,544,267.74
	8	$228,614.18	Nov 15, 2029	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$7,315,653.56
	9	$228,614.18	May 15, 2030	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$7,087,039.38
	10	$228,614.18	Nov 15, 2030	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$6,858,425.20

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Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Winter Haven
Funding Number: CW-531302

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-531302-1	11	$228,614.18	May 15, 2031	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$6,629,811.02
	12	$228,614.18	Nov 15, 2031	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$6,401,196.84
	13	$228,614.18	May 15, 2032	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$6,172,582.66
	14	$228,614.18	Nov 15, 2032	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$5,943,968.48
	15	$228,614.18	May 15, 2033	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$5,715,354.30
	16	$228,614.18	Nov 15, 2033	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$5,486,740.12
	17	$228,614.18	May 15, 2034	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$5,258,125.94
	18	$228,614.18	Nov 15, 2034	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$5,029,511.76
	19	$228,614.18	May 15, 2035	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$4,800,897.58
	20	$228,614.18	Nov 15, 2035	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$4,572,283.40
	21	$228,614.18	May 15, 2036	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$4,343,669.22
	22	$228,614.18	Nov 15, 2036	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$4,115,055.04
	23	$228,614.18	May 15, 2037	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$3,886,440.86
	24	$228,614.18	Nov 15, 2037	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$3,657,826.68
	25	$228,614.18	May 15, 2038	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$3,429,212.50
	26	$228,614.18	Nov 15, 2038	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$3,200,598.32
	27	$228,614.18	May 15, 2039	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$2,971,984.14
	28	$228,614.18	Nov 15, 2039	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$2,743,369.96
	29	$228,614.18	May 15, 2040	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$2,514,755.78
	30	$228,614.18	Nov 15, 2040	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$2,286,141.60
	31	$228,614.18	May 15, 2041	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$2,057,527.42
	32	$228,614.18	Nov 15, 2041	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$1,828,913.24
	33	$228,614.18	May 15, 2042	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$1,600,299.06
	34	$228,614.18	Nov 15, 2042	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$1,371,684.88
	35	$228,614.18	May 15, 2043	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$1,143,070.70
	36	$228,614.18	Nov 15, 2043	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$914,456.52

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Winter Haven
Funding Number: CW-531302

Loan Number	Payment #	Payment	Date	Rate	Principal	Interest	GAA Fees	Service Fee	SF Int	Total to Pay
CW-531302-1	37	$228,614.18	May 15, 2044	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$685,842.34
	38	$228,614.18	Nov 15, 2044	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$457,228.16
	39	$228,614.18	May 15, 2045	0.000 %	$228,614.18	$0.00	$0.00	$0.00	$0.00	$228,613.98
	40	$228,613.98	Nov 15, 2045	0.000 %	$228,613.98	$0.00	$0.00	$0.00	$0.00	$0.00
CW-531302-1 Totals					**$8,965,262.00**	**$0.00**	**$0.00**	**$179,305.00**	**$0.00**	

Combined

Date	Payment #	Payment	Principal	Interest	GAA Fees	Service Fee	SF Int	Left To Pay
5/15/2026	1	$521,864.18	$112,559.18	$0.00	$0.00	$409,305.00	$0.00	$20,352,702.82
11/15/2026	2	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$19,830,838.64
5/15/2027	3	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$19,308,974.46
11/15/2027	4	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$18,787,110.28
5/15/2028	5	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$18,265,246.10
11/15/2028	6	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$17,743,381.92
5/15/2029	7	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$17,221,517.74
11/15/2029	8	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$16,699,653.56
5/15/2030	9	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$16,177,789.38
11/15/2030	10	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$15,655,925.20
5/15/2031	11	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$15,134,061.02
11/15/2031	12	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$14,612,196.84
5/15/2032	13	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$14,090,332.66

Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Winter Haven
Funding Number: CW-531302

Combined								
Date	**Payment #**	**Payment**	**Principal**	**Interest**	**GAA Fees**	**Service Fee**	**SF Int**	**Left To Pay**
11/15/2032	14	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$13,568,468.48
5/15/2033	15	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$13,046,604.30
11/15/2033	16	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$12,524,740.12
5/15/2034	17	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$12,002,875.94
11/15/2034	18	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$11,481,011.76
5/15/2035	19	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$10,959,147.58
11/15/2035	20	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$10,437,283.40
5/15/2036	21	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$9,915,419.22
11/15/2036	22	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$9,393,555.04
5/15/2037	23	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$8,871,690.86
11/15/2037	24	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$8,349,826.68
5/15/2038	25	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$7,827,962.50
11/15/2038	26	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$7,306,098.32
5/15/2039	27	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$6,784,234.14
11/15/2039	28	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$6,262,369.96
5/15/2040	29	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$5,740,505.78
11/15/2040	30	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$5,218,641.60
5/15/2041	31	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$4,696,777.42

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Florida State Revolving Fund
Amortization Schedule Report

Sponsor: Winter Haven
Funding Number: CW-531302

Combined								
Date	**Payment #**	**Payment**	**Principal**	**Interest**	**GAA Fees**	**Service Fee**	**SF Int**	**Left To Pay**
11/15/2041	32	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$4,174,913.24
5/15/2042	33	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$3,653,049.06
11/15/2042	34	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$3,131,184.88
5/15/2043	35	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$2,609,320.70
11/15/2043	36	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$2,087,456.52
5/15/2044	37	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$1,565,592.34
11/15/2044	38	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$1,043,728.16
5/15/2045	39	$521,864.18	$521,864.18	$0.00	$0.00	$0.00	$0.00	$521,863.98
11/15/2045	40	$521,863.98	$521,863.98	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**$20,874,567.00**	**$20,465,262.00**	**$0.00**	**$0.00**	**$409,305.00**	**$0.00**	

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF WINTER HAVEN, FLORIDA

CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW531302

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

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CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW531302

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF WINTER HAVEN, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.

(3) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(5) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(6) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(9) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(13) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(15) "Local Governmental Entity" means a county, municipality, or special district.

(16) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(17) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(19) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(20) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the lift station rehabilitation and reclaimed water system expansion in accordance with the plans and specifications accepted by the Department for the "New Reclaimed Water Pipeline and Exiting Master Force Main Replacement" contract.

The Project is in agreement with the planning documentation accepted by the Department effective February 8, 2018. A Florida Categorical Exclusion Notification was published on September 25, 2017 and no adverse comments were received.

(21) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(22) "Senior Revenue Debt" shall mean the following debt obligations:

(a) City of Winter Haven, Florida, Utility System Refunding Bonds, Series 2010, issued in the amount of $20,925,000 pursuant to Resolution No. R-10-20 amending and supplementing Resolution Nos. R-98-13, R-98-21, and R-05-32; and

(b) City of Winter Haven, Florida, Utility System Refunding Revenue Bonds, Series 2015, issued in the amount of $26,070,000 pursuant to Resolution No. R-15-06, amending and supplementing Resolution Nos. R-98-13, R-98-21, R-05-32 and R-10-20; and

(c) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(23) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(24) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(25) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government’s legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$11,500,000	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local

Government in which the $750,000 threshold has not been met. In the event that the Local Government expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. The Authorized Representative shall submit a clear site title certification by the date set forth in Section 10.07 of this Agreement.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Government shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or

assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. ASSET MANAGEMENT PLAN.

Subsection 62-503.700(7), Florida Administrative Code encourages Loan recipients to implement an Asset Management Plan to promote long term sustainability of the system. To be eligible for a 0.10% Financing Rate reduction, an Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Local Government's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the Local Government's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Government transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below**:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $11,500,000, which consists of $11,500,000 to be disbursed to the Local Government and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $230,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $11,500,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before April 1, 2021 the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $293,250 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on September 15, 2023 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $11,730,000, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)	AUTHORIZED LOAN AMOUNT($) TO DATE
Construction and Demolition	19,600,909	*Line items may vary*
Contingencies	1,960,091	*based on Actual*
Technical Services After Bid Opening	893,050	*Disbursements*
SUBTOTAL (Disbursable Amount)	22,454,050	11,500,000
Capitalized Interest	0	0
TOTAL (Loan Principal Amount)	22,454,050	11,500,000

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on November 18, 2020. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for March 15, 2023.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2023.

(4) A clear site title certification shall be submitted no later than March 15, 2023.

(5) The first Semiannual Loan Payment in the amount of $293,250 shall be due September 15, 2023.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW531302 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF WINTER HAVEN

4-28-21

City Manager

Attest:

City Clerk

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization, and approved as to form and correctness.

4-27-21

City Attorney

SEAL

Calvin T. Bowen, Financial Services Department Director per Section 33(k) of the City Charter

for
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Trina Vielhauer

Digitally signed by Trina Vielhauer
Date: 2021.05.07 13:37:16 -04'00'

Secretary or Designee

Date

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW531302
CITY OF WINTER HAVEN

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF WINTER HAVEN, FLORIDA, (the "Local Government") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW531302, authorizing a Loan amount of $11,500,000, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of $10,954,050, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$22,454,050	140131

2. Additional financing in the amount of $10,954,050, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 0 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before October 1, 2021, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to $22,454,050, which consists of $22,454,050 authorized for disbursement to the Local Government and $0 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of $11,500,000, including $11,500,000 authorized for disbursement to the Local Government and $0 of Capitalized Interest, at a Financing Rate of 0 percent per annum (the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum); and

(b) Amendment 1 of $10,954,050, including $10,954,050 authorized for disbursement to the Local Government and $0 of Capitalized Interest, at a Financing Rate of 0 percent per annum (the interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum).

5. An additional Loan Service Fee in the amount of $219,081, for a total of $449,081, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $22,454,050.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $572,578. Such payments shall be paid to, and must be received by, the Department beginning on September 15, 2023 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of $22,903,131, which consists of the Loan principal plus the estimated Loan Service Fee.

7. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS ($)
Construction and Demolition	19,600,909
Contingencies	1,960,091
Technical Services After Bid Opening	893,050
SUBTOTAL (Disbursable Amount)	22,454,050
Capitalized Interest	0
TOTAL (Loan Principal Amount)	22,454,050

8. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of $572,578 shall be due September 15, 2023.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 1 to Loan Agreement WW531302 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF WINTER HAVEN

City Manager

Attest:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

SEAL

Calvin Bowen, Financial Services
Department Director

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Trina Vielhauer

Digitally signed by Trina Vielhauer
Date: 2021.10.27 08:15:55 -04'00'

Secretary or Designee

Date

STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT WW531302
CITY OF WINTER HAVEN

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF WINTER HAVEN, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW531302, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2025, and semiannually thereafter on February 15 and August 15 of each year until all amounts due under the Agreement have been fully paid.

2. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for February 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2025.

(4) The first Semiannual Loan Payment in the amount of $572,578 shall be due August 15, 2025.

3. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 2 to Loan Agreement WW531302 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF WINTER HAVEN

City Manager

Attest:

Deputy City Clerk

SEAL

Approved as to form and legal sufficiency:

2-27-23

City Attorney

CJ Scott 3.02.2023

CJ Scott ~~Calvin Bowen~~, Financial Services Department Director

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Angela Knecht Digitally signed by Angela Knecht
Date: 2023.03.08 10:07:07 -05'00'

Secretary or Designee

Date

STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT WW531302
CITY OF WINTER HAVEN

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF WINTER HAVEN, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW531302, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision and several provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.15 is added to the Agreement as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

2. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

3. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on

May 15, 2026, and semiannually thereafter on November 15 and May 15 of each year until all amounts due under the Agreement have been fully paid.

4. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for November 15, 2025.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than November 15, 2025.

(4) The first Semiannual Loan Payment in the amount of $572,578 shall be due May 15, 2026.

5. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 3 to Loan Agreement WW531302 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF WINTER HAVEN

City Manager

Attest:

City Clerk

SEAL

Approved as to form and legal sufficiency:

City Attorney

CJ Scott, Financial Services
Department Director

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Digitally signed by Angela Knecht
Date: 2025.06.04 13:12:32 -04'00'

Secretary or Designee

Date

DATE: January 7, 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, authorize the following:

Event:	Florida Regional Councils Association (FRCA) Policy Board Meeting (on behalf of the Central Florida Regional Planning Council) (CFRPC)
Dates:	January 29-30, 2026
Location:	Tallahassee, FL
Attendee:	Nathaniel, J. Birdsong, Jr.

FINANCIAL IMPACT

Hotel is paid for by the CFRPC, other travel related expenses associated with the travel and training outlined above will be accounted for within the City Commission cost center.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission authorize the travel as outlined above.

DATE: January 15, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Troy Heidel, Airport Director

SUBJECT: Request to Award RFP 26-05 and Enter Aviation Fuel Supply Agreements at Winter Haven Regional Airport

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BACKGROUND

On January 08, 2021, the City entered into an Aviation Fuel Supply Agreement with World Fuel Service, Inc. to provide aviation fuels (100 Octane Low Lead Aviation Gasoline and Jet-A) at Winter Haven Regional Airport in response to RFP 20-64. The agreement is set to expire January 31, 2026, following completion of its one (1)-year initial term and four (4) automatic one (1)-year renewal periods.

On November 12, 2025, the City advertised Request for Proposals RFP 26-05 seeking qualified primary and secondary suppliers of aviation fuels. On December 16, 2025, the City received three (3) proposals. A Professional Services Committee consisting of Bruce Lyon, President of the Winter Haven Economic Development Council; Troy Heidel, Airport Director; and Jana Wasmund, Airport Contract and Fiscal Specialist, convened on January 6, 2026, and ranked the proposals as follows:

1. Ascent Aviation Group, Inc. – Parish, NY
2. Associate Energy Group, LLC – Miami, FL
3. AvFuel Corporation – Ann Arbor, MI

Under the proposed agreements, Ascent Aviation Group, Inc. will serve as the primary fuel supplier, and Associate Energy Group, LLC will serve as the secondary fuel supplier. The secondary supplier will be utilized only in the event the primary supplier is unable to fulfill the requirements of the agreement. Each agreement will include a one (1)-year initial term with four (4) automatic one (1)-year renewal periods.

FINANCIAL IMPACT

Ascent Aviation Group, Inc. will provide $50,000 in Business Development Funds for Winter Haven Regional Airport. These grant funds, payable at the start of year one, may be used for airport needs such as software upgrades, facility improvements, infrastructure, ground service equipment, marketing, and sales growth.

The City shall pay each fuel supplier the price per gallon for products sold according to the terms set forth in each Supplier's submittal.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission Award RFP 26-05 to Ascent Aviation Group, Inc. (Primary) and Associate Energy Group, LLC. (Secondary) respectively and authorize the City Manager, or his designee, to negotiate agreements with each and take all necessary actions related thereto.

ATTACHMENTS

- RFP 26-05 Recommendation of Award
- RFP 26-05 Bid Tabulation Sheet
- RFP 26-05 Proposals – Ascent Aviation Group & Associate Energy Group

City of Winter Haven
Financial Services

JANUARY 6, 2026

To: All firms submitting proposals for RFP-26-05 Aviation Fuel Supplier – Annual Contract

Attention Proposing Firms -

The City of Winter Haven's Professional Services Committee met to short-list and ranked the responding organization's proposals in the following order:

1 – Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc. – Parish, NY
2 – ***Associated Energy Group, LLC (AEG Fuels) – Miami, FL***
3 – Avfuel Corporation – Ann Arbor, MI

Award recommendation to the top two proposers as Primary and Secondary suppliers respectively, will be forwarded to the City Commission for consideration of award at a future date.

If you have any questions, do not hesitate to contact us at procurement@mywinterhaven.com.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
PROCUREMENT MANAGER

Procurement/Financial Services
500 Third Street
Winter Haven, FL 33881

MYWINTERHAVEN.COM

RFP-26-05
December 16, 2025
City of Winter Haven
Tabulation of Proposals

Aviation Fuel Supplier - Annual Contract

Firms Submitting Proposals	**Firms Submitting Proposals**	**Firms Submitting Proposals**
Ascent Aviation Group, Inc. ***a subsidiary of World Fuel Services, Inc.*** ***In Association with:*** Penn Tank Lines Kenan Transport Groendyke Transportation Coraluzzo	***Associated Energy Group, LLC*** ***(AEG Fuels)*** ***Miami, FL*** ***In Association with:*** Techno-Fuel, Inc. Samuel Coraluzzo Company, LLC	***Avfuel Corporation*** ***Ann Arbor, MI*** ***In Association with:*** none
PRIMARY SUPPLIER	**SECONDARY SUPPLIER**	

Prepared by: Bethany Owen

Date: January 6, 2026



Request for Proposal
RFP-26-05

RFP Due Date: December 16, 2025 – 2:00PM

Submitted by:
World Fuel
One Mill Street, Parish, NY 13131
800-272-3681

ATTACHMENT 'A'
RFP-26-05 Submittal Cover Page

December 8, 2025
Date

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.
Name of Company



Authorized Signature

Dorothy Beck — Vice President, Customer Experience and authorized signer
Printed Name — Title/Position

1 Mill Street
Physical Address

Parish — NY — 13131
City — State — Zip

dbeck@wfscorp.com
Email address

315-625-7299 or mobile 315-727-7770
Telephone Number / Fax Number

Received Addenda #'s

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

Freight Carriers: Penn Tank Lines, Kenan Transport, Groendyke Transportation, Coraluzzo

Key Team members and addresses of principal office:

Mike Miller, Territory Manager, based in Tampa, FL

Corporate Headquarters: World Fuel Services, Inc., 9800 NW 41st Street, Suite 400, Miami, FL 33178

Attachment 'B'

Affidavit of Prime Bidder

Non-Collusion: The Contractor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace: The Contractor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws: City of Winter Haven will not intentionally award City contracts to any contractor/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

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

Dorothy Beck

Name – printed

Signature / Date

12.8.2025

Title

Attachment 'C'

Affidavit Regarding the Use of Coercion for Labor and Services

State of New York
County of Oswego

Name of Vendor: Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

Address: 1 Mill Street, Parish, NY 13131

Phone Number & Email: 315-727-7770 - dbeck@wfscorp.com

Authorized Representative's Name: Dorothy Beck

Authorized Representative's Title: Vice President, Customer Experience and authorized signer

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

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

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

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

Signature of Dorothy Beck

The foregoing instrument was acknowledged before me this 8th day of December, 2025, by Dorothy Beck, as Vice President of Ascent Aviation Group, a NY Corporation, on behalf of the said RFP who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of New York
Commission no.: 01WI6422015
My commission expires: 9-13-2028

NICOLE L. WILD
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WI6422015
QUALIFIED IN OSWEGO COUNTY
MY COMMISSION EXPIRES SEP 13, 2028

Attachment 'D'

Affidavit Regarding Foreign Countries of Concern

State of New York
County of Oswego

Name of Vendor: Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

Address: 1 Mill Street, Parish, NY 13131

Phone Number & Email: 315-727-7770 - dbeck@wfscorp.com

Authorized Representative's Name: Dorothy Beck

Authorized Representative's Title: Vice President, Customer Experience and authorized signer

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

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

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

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

Signature of Dorothy Beck

The foregoing instrument was acknowledged before me this 8th day of December, 20 25, by Dorothy Beck, as Vice President of Ascent Aviation Group, a NY Corporation, on behalf of the said RFP who is (X) personally known to me or (____) produced a _____ driver's license as identification.

Notary Public, State of New York
Commission no.: 01WI6422015
My commission expires: 9-13-2028

NICOLE L. WILD
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01WI6422015
QUALIFIED IN OSWEGO COUNTY
MY COMMISSION EXPIRES SEP 13, 2028

Attachment 'E'

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

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

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Firm Name Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc.

Signature _____

Name and Title Dorothy Beck, Vice President, Customer Experience and authorized signer

Date 12.8.2025

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Ascent Aviation Group Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals: see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b *If* on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

One Mill Street

Requester's name and address (optional)

6 City, state, and ZIP code

Parish, New York 13131

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

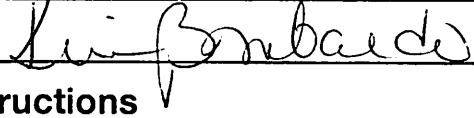
1	6	-	1	3	5	3	9	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person**  **Date** 1-1-2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SECTION I: COVER LETTER

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World Fuel

A World Kinect Company

December 15, 2025

Ms. Bethany Owen
Procurement Manager
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881

RE: RFP-26-05 - Aviation Fuel Supplier – Annual Contract
Bid Due Date: 2:00 pm – December 16, 2025

Dear Ms. Owen:

Thank you for the opportunity to submit a proposal for aviation fuel supplier at the Winter Haven Regional Airport. For over a decade it has been our privilege to support your aviation needs, and we are grateful for the trust you have placed in us. Your loyalty means a great deal, and we remain committed to providing dependable service and care.

Ascent Aviation Group, Inc., the legal entity submitting this bid, is located at One Mill Street, Parish, NY and was incorporated in the state of New York in 1989 and became part of World Fuel in 2011 as the premier bulk distributor of branded and unbranded aviation fuel for US domestic FBO operations. We support quality aviation service operations and focus on business growth for the FBOs in our network.

We have fully reviewed and addressed the proposal details and are pleased to present an offer we believe will be competitive and aligned with your requirements.

On behalf of World Fuel and the entire business aviation team, thank you once again for the opportunity to submit a bid. We greatly value your consideration and look forward to the possibility of continuing to serve and retain your business.

Sincerely,

Dorothy Beck
Vice President, Customer Experience and authorized signer

SECTION II: TABLE OF CONTENTS

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SECTION III: PROPOSAL DETAILS

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EXECUTIVE SUMMARY

Industry Leadership: Proven experience and the strongest fuel supply position in the region.

Global Network: Extensive network of FBOs supported by the only refiner-based fuel brand in the industry.

Local Commitment: World Fuel, and previously The Hiller Group, have proudly served Winter Haven Regional Airport for over 15 years.

Trusted Partnership with City of Winter Haven
For over a decade, our partnership has ensured uninterrupted fuel access and consistent operational reliability. Even amid market volatility and supply chain disruptions, we have maintained a steadfast record of performance, reinforcing our commitment to the City of Winter Haven.

Performance Record:
Over the past decade, World Fuel has successfully delivered **257 loads**, totaling **1,947,475 gallons** of aviation fuel. Throughout this period, Winter Haven has never experienced a fuel outage, reflecting a record of reliability and operational excellence. We are proud to have achieved a **100% success rate**.

Key Proposal Elements:

Proposal Item	Term
Business Development Grant for card processing software, GSE equipment or refueler repairs	$50,000.00
Jet A based on Platts	Fixed Differential
Phillips 66® Credit Cards - 0% Processing Fee	saves over $10,000 per year
Exclusive Phillips 66® Online Training	Free of charge
Best of Both Worlds – World Fuel and Phillips 66® Quality Assurance Expertise	Free of charge
World Fuel Customer Service Training	Free of charge

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1.QUALIFICATIONS

Founded in 1984, World Fuel has built a strong legacy as a global leader in aviation fuel services, grounded in decades of operational excellence and customer-focused innovation. Today, World Fuel delivers fuel supply and support to nearly 2,000 FBO locations worldwide - more than 725 of which proudly operate under the World Fuel network, including our World Fuel and Phillips 66 branded partners. This expansive footprint reflects our continued investment in FBO success and our unmatched ability to serve flight departments with consistency, value, and trust across the globe.

Our proven strengths give you **a competitive edge to drive your business further**. By tapping into our global supply, aviation expertise, and seamless technology - from payment solutions to loyalty programs - you gain operational efficiency and become a preferred destination for flight departments worldwide.

What makes World Fuel unique:

- Strongest and Strategic supply specific to Winter Haven region including positions in petroleum pipelines, terminals and airport consortiums supplying Commercial as well as Business and General Aviation sectors.
- Publicly traded Fortune 100 company providing confidence to our customers, ensuring we meet or exceed all business compliance audits.
- AVCARD® by World Fuel – A powerful retail payment solution designed to help your operation minimize credit card processing expenses while streamlining transactions.
- Contract Fuel – Whether for your FBO or fleet of aircraft, our Contract Fuel platform offers seamless, global payment solutions for the aviation industry, ensuring competitive pricing and simplified transactions.
- Exclusive Global Loyalty Program – As a Phillips 66 branded dealer, you gain access to both the Phillips 66 Wingpoints® Loyalty Program and the World Fuel Rewards Program. World Fuel stands apart as the only supplier that provides FBOs with a dedicated bank of reward points designed to incentivize increased fuel uplifts and to recognize and reward customer loyalty through repeat transactions.

2025 *Professional Pilot* PRASE Survey

Best Aviation Fuel Credit Card

#1 WORLD FUEL CONTRACT FUEL
#2 AVCARD by WORLD FUEL

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The trusted global network providing energy solutions and enabling global commerce

Publicly traded company providing confidence to our customers, ensuring we meet or exceed all business compliance audits.

We collaborate with transportation, commercial, and industrial partners to provide energy solutions that best suit their needs – wherever, whenever.

Our team of certified energy managers, brokers, traders, engineers, and risk professionals ensure that energy challenges are solved safely and reliably.

Aviation
11,000+ Customers
7.1 Billion Gallons Sold
4,200+ Airports

Marine
2,500+ Customers
15M MT Sold
1,400+ Seaports

Land
140,000+ Customers
4.3 Billion gallons sold

Fortune 100
#93

18.3B
Gallons Sold

200+
Countries & Territories

50+
Energy Products

$59B
2023 Revenue

5K+
Global Professionals

$8.1B
Total Assets

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2. PRODUCT SPECIFICATIONS

The Product delivered to the FBO shall comply with the following specification:

a. Jet A Turbine Fuel Specifications:
Jet A Turbine Fuel produced by a refinery in the United States shall meet ASTM D-1655 latest revision.

b. 100LL Aviation Gasoline Specifications:
100LL aviation gasoline produced by a refinery in the United States shall meet ASTM D-910 latest revision.

Fuel storage, handling, refuelers and related training shall conform to AC150-5230-4B.

Certificate of Analysis
As requested, World Fuel will provide a certificate of analysis on all aviation fuel shipments.

Traceability
World Fuel ("WF") obtains aviation fuel products (e.g., Jet A and Avgas 100LL) from manufacturers and may transport the aviation fuel through common carrier pipelines, ships/barges to pre-airfield distribution terminals and then by road transport or pipelines to airports in the USA. WF is not the physical operator of such aviation fuel handling and transportation facilities. It is common to transport aviation fuels in the USA through very long cross-country pipelines which supply pre-airfield storage facilities along the pipeline route. For efficiency purposes, these pipelines are typically managing aviation fuels on a "Fungible" basis. A "fungible batch" is defined as a batch of petroleum product meeting the pipeline carrier's established specifications, which may be commingled with other quantities of petroleum product meeting the same specifications. Fungible product specifications are established based on industry standards, federal and state requirements, and Colonial's ability to handle various products. Each cross-country pipeline organization maintains the quality of the fuel with their own quality management program based on industry standards and their own experience to deliver on specification aviation fuel to the pre-airfield location and then final delivery to the customer.

c. Other products

Fuel additive meets MIL-DTL-85470 standards.

SAF - Since 2015, World Fuel has delivered more than 47 million gallons of SAF to business and commercial aviation customers worldwide. We are committed to the industry's goals of reducing carbon emissions by 50% and will continue to invest in creating innovative solutions, expanding renewables, lower emissions fuels, and energy offerings.

100UL AvGas – Future - Four potential 100UL fuels that may come on to the market as an effort to remove lead from aviation gas by 2030. Three of the four potential fuels are being vetted through the ASTM product specification standards program. One of the fuels, GAMI G100UL, has been approved as an STC candidate fuel, but is not commercially available at this time. GAMI is also not vetted through the ASTM process.

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3. PRICES FOR PRODUCT

Pricing Methodology and Weekly Pricing

The Platt's index is a worldwide benchmark by which Phillips 66 bases their rack pricing. Included are in-laid costs (pipe or barge), terminal storage, refiner markup and potentially other fees that make up this rack cost.

Pricing for Jet A with will follow the **Platts Gulf Coast Jet 54 Pipeline Mid Previous Week's Five-Day Average (PWA)**. The fixed (guaranteed) differential above the Platt's index will be **$0.1845** during the contract term, plus freight and taxes. Upon request, Platt's index information can be provided.

Avgas 100LL does not have an index thus is a market-based product that moves directionally with premium unleaded gasoline.

Prices change on Tuesday of each week and are notified by email.

BID PRICES EFFECTIVE DECEMBER 16, 2025		
	Jet Terminal: Tampa Full load	Avgas Terminal: Tampa Full load
Platts Gulf Coast Jet 54 Pipeline Mid PWA	$1.977140	N/A
Phillips 66 Weekly Rack Price	N/A	$2.967700
Guaranteed Fixed Differential	0.184500	N/A
Freight Charges with Fuel Surcharge	0.061460	0.072020
Total Delivered Price	**$2.223100**	**$3.039720**
Federal Excise Tax	0.243000	0.193000
Federal LUST	0.001000	0.001000
Federal Oil Spill	0.002140	0.002140
Federal Superfund Excise Tax	0.004050	0.004050
Florida Excise Tax	0.042700	0.042700
Florida Pollution Tax	0.020710	0.020710
Total Price Including Tax	$2.536700	$3.303320
PRICE FOR JUNE 16, 2025 (exc. tax)	**$2.157160**	**$3.482550**
PRICE FOR DECEMBER 16, 2024 (exc. tax)	**$2.267520**	**$3.302941**

Transparent Pricing Pledge, Guaranteed

As a publicly traded company, World Fuel is held to the highest standards of integrity. The price we bid is the price you can trust - no hidden markups, no bait-and-switch. We provide full visibility into fuel margins and will fund an independent annual audit to verify billing accuracy. Our advanced systems and strict controls ensure every transaction is clear, compliant, and consistent with our proposal.

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4. REFUELERS

World Fuel brings expertise and industry best practices to provide technical solutions tailored to your operation's specific needs. From the provision of vehicles and equipment to access to industry-standard training and quality assurance support, we leverage the knowledge and resources of our global team to help your operation run safely and efficiently.



Largest North American Fleet – 1,000+ unit fleet of refueler trucks and fueling equipment.

Newest fleet in the industry with 60% of our fleet being less than 10 years old or newer.

Electronic metering with full software/technology integration to drive operational efficiency

Capacities available are from 1,000-gallons to up to 10,000-gallons depending on the need.

Our **Equipment Department** is here to support you with expert technical assistance, for your owned refuelers as well. We can assist with providing parts including filter changes, hoses, nozzles etc.. Reach out to our knowledgeable team at 800-272-3681 for dedicated service. **The team is ready to help keep your operations running smoothly.**

Relief Refuelers – World Fuel has a sizable loaner fleet supported by equipment specialists and OEM partners to accommodate emergency repairs and special events.

Should there be a need to lease refuelers on an emergency or event basis, the first month lease rates would be free of charge, and the second month would be the rates stated below.

Year	Refueler Specs	Monthly Lease Rate
2016-current	1,000 Gallon Avgas Refueler (American Refuelers) Aluminum Tank on Isuzu Chassis, Diesel Engine, automatic transmission. Bottom loading, TCS Register, one overwing hose and OPS nozzle. High and low shutoff sensors.	**$250.00 / mo.**
2016-current	3,000 Gallon Jet A Refueler (SkyMark) Aluminum Tank on an International Chassis. Diesel Engine, automatic transmission, FSII Injector, 300-GPM flow pump, TCS Registers, two single wrap underwing reels behind the cab and one overwing reel side mounted.	**$550.00 / mo.**

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5. DELIVERIES & SUPPLY STRENGTH

Combined Supply Strength

Phillips 66 Aviation

For nearly a century, Phillips 66 Aviation has played a pivotal role in advancing the aviation industry with reliable, high-performance fuels. From supporting the military with 100-octane avgas during World War II, to pioneering anti-icing additives, and now leading the way in developing next-generation unleaded solutions, Phillips 66 Aviation continues to be a trusted partner for fueling aviation progress.

Strategic Advantage of Phillips 66 + World Fuel Partnership

Combined Strengths:
Delivers the best of both brands, ensuring comprehensive program support Winter Haven

Supply Reliability:
Our affiliation with Phillips 66 further insures supply reliability. As the largest refiner/producer of avgas in North America, Phillips 66 and World Fuel have access to more avgas supply points than our competitors who are nearly completely reliant on third party independent refiners for their avgas supply. As avgas becomes harder and harder to source, this advantage becomes ever more valuable to our customers.

Avgas:
Phillips is the only manufacturer of Avgas 100LL with a brand in Aviation, contrasted with a merchant refiner who makes it and sells it to the marketplace. As such, Phillips' care and custody of the product extends from refinery to wingtip even if there is a third-party supply source.

Together, World Fuel and Phillips 66 deliver the strongest supply position in the market - no supplier partnership offers greater reliability, scale, and performance.

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5. DELIVERIES



World Fuel dispatch is available 24/7/365

REAL TIME DELIVERY TRACKING CAPABILITY

- Orders can be placed by telephone or email with confirmation promptly following by text, email or telephone call.
- 24-72 hour delivery service is possible when order is placed before 9am and primary terminals and carriers are operating normally
- Shipments from terminals with connectivity established enable freight delivery status updates by text and email. Updates include order transmittal to carrier as well as start loading and end loading at terminal and delivered.
- Dedicated equipment for deliveries
- A checklist to ensure that proper quality control procedures are followed with each delivery. Checklists are sent to our Dispatch/Supply Team where they are reviewed for thoroughness and accuracy

Order #1012285
Confirmation
Qty: 8,000 gal
Jet-A
PO: VERBAL
Ord By: Derek Fife
Delivery: 04/08/24
*****This communication has been sent from World Kinect**

Order Date	createdon	Required Date	Delivered Date	Pre=Order Days	orderedby	dispatcher	Approved for Invoicing	Invoiced On
03/25/24	03/25/24 04:39 PM	04/01/24	04/01/24	-7	Joe Smith	SBJ	03/26/24 04:57 PM	04/02/24 07:37 AM
03/25/24	03/25/24 04:39 PM	04/02/24	04/02/24	-8	Joe Smith	SBJ	04/02/24 03:58 PM	04/03/24 07:38 AM
03/25							58 PM	04/04/24 08:46 AM
04/02							37 AM	04/04/24 08:41 AM
03/25							59 PM	04/05/24 08:43 AM
03/25							59 PM	04/08/24 10:03 AM
03/25							59 PM	04/08/24 10:27 AM
04/06							08 AM	04/08/24 09:09 AM
04/01							20 PM	04/08/24 04:15 PM
04/07							48 PM	04/08/24 12:52 PM
04/01							32 PM	04/10/24 08:50 AM
04/08							43 PM	04/09/24 12:45 PM
04/01							32 PM	04/10/24 12:04 PM
04/01							32 PM	04/15/24 10:01 AM

Freight Delivery Progress

In Transit **Tuesday 05/21/24 09:08 am**

Progress Point	Date/Time
DTN - At Rack	05/21/24 08:26 am
DTN - Left Rack	05/21/24 09:08 am
DTN - Loading Time	0:42

Freight Delivery Progress

Delivered **Wednesday 05/22/24 04:50 pm**

Progress Point	Date/Time
Finished Delivery	05/22/24 04:50 pm

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5. DELIVERIES & SUPPLY STRENGTH

Phillips 66 Aviation – A Trusted Partner for Winter Haven Regional Airport

Phillips 66 brings nearly a century of aviation fuel expertise and a proven record of reliability to support the growth and success of airports across the United States.

- Nine (9) P66 US refineries produce Jet & Three (3) P66 US refineries produce Avgas



Commitment to Airports and Communities

- Dedicated aviation teams provide customer support, technical expertise, and quality control, with many sales representatives who are pilots themselves.
- Active participation in national and local aviation organizations including NATA and NBAA, ensuring alignment with industry standards and advocacy for airport interests.
- Strong supply partnerships with over 30 providers, delivering flexibility and resilience to meet customer needs.

Why this matters for Winter Haven Regional Airport

Partnering with Phillips 66 and World Fuel means aligning with the most recognized aviation fuel brand in the United States - one that combines scale, innovation, and customer focus to ensure your airport's long-term success.

Supply Terminals for Winter Haven

Primary jet terminal will be Tampa with back up from Pt. Everglades, Cape Canaveral, Panama City

Primary avgas terminal will be Tampa with back up from Ft. Lauderdale, Panama City, Savannah, Greenville, Chesapeake, Louisville, Baton Rouge, Tyler.

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6. QUALITY CONTROL PROGRAM

World Fuel is not just another fuel distributor. World-wide expertise is on display every day from reliable fuel supply, to on-airport ground handling, into-plane services, contract fuel sales and carbon reduction programs.

Phillips 66 is the sole remaining legacy oil brand in the US Marketplace. Their commitment to aviation cannot be disputed, evidenced in part by extensive 100LL manufacturing and pursuit of unleaded Aviation Gasoline. P66 brand affiliation brings confidence to all and includes the full complement of oil company technical support resources.



The Most Trusted Wings in Aviation™

The best of both worlds - World Fuel Quality Assurance (QA) Expertise and the Phillips 66® technical offerings.

Internationally Recognized Quality Assurance Team participates on global industry standard committees such as ASTM, JIG and A4A.

Phillips 66® branded locations are inspected on annual basis, which includes fixed and mobile equipment inspections of fuel testing procedures, proper use of fuel testing equipment, fuel farm operation and maintenance, refueler operation and maintenance, and record keeping at no charge.

World Fuel Supply Partners, Storage and Terminals are assessed to ensure alignment with EI-1595 and/or EI-1530 pre-airfield distribution standards.

World Fuel product integrity personnel are available 24/7 to assist via phone for any quality control issues, questions or QC supplies. Annual inspections will be coordinated with our team. Quality Control manuals will be provided.

Vapor Recovery: It is required that delivery vehicles have a vapor recovery hose so that vapors are not put into the environment.

Reed Fuller, Manager, Quality Assurance and Product Integrity
Andrew Reichel, Sr. QA Analyst, QC Safety and Review

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7. CREDIT CARD PROGRAM







- Phillips 66 ® branded FBOs and Flight Operations can take advantage of many benefits with AVCARD® by World Fuel
- A global aviation charge card held by every major flight department

Retail Card Type	Processing Rates*
Phillips 66 Wings AVCARD (Red)	**0%**
Phillips 66 Proprietary Cards	**0%**
AVCARD® by World Fuel (Blue)	**1.95%**
VISA & Mastercard	2.25%
VISA & Mastercard (Non-Qualified)**	2.25%
American Express	3.25%
Discover	3.50%
AIR Card via World Fuel Contract	0.00%
AIR Card Retail	6.00%
Multiservice	3.50%



Contract Fuel Card Type	Processing Rate*
World Fuel Contract Fuel	**0%**
Other Resellers thru WFS	No Fees – 0%

Savings in Having 0% Co-branded AVCARD: Based on historical usage of the Phillips Co-Branded AVCARD, **City of Winter Haven has saved over $10,100 per year or $50,500** over the five-year current Fuel Supply contract.

Settlement: All card types will settle to the merchant's account within 72 hours (three business days) after processing, excluding weekends and bank or government holidays. Sales processed through the center are funded daily via EFT, and an electronic settlement notice will provide transaction details and amounts.

Visa/Mastercard Non-Qualified Transactions: Are defined as settled after 24 hrs, mismatched amounts, business-type cards, or self-service/card-not-present transactions. **These transactions are processed at the same rate as qualified transactions, though such occurrences are uncommon and infrequent.**

Supplies and Training: All necessary card processing training and technical support will be provided at no charge

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7. CREDIT CARD PROGRAM – World Fuel Contract Fuel

World Fuel has the largest contract fuel program in the world

WORLD FUEL CONTRACT

As a global company and fuel supplier, World Fuel serves 94% of all business aviation aircraft operating in the global market today.

This includes supply agreements with both international and domestic aircraft customers, Part 121 commercial airlines, Part 91, Part 135, and fractional operators. World Fuel Contract Fuel Program meets their needs with trade credit terms, credit risk, pricing, and supply requirements, more than 4,200 locations accept World Fuel Contract Fuel.

Highlights of the Contract Fuel Program include:

- Seamless electronic processing with all FBO software.
- More than 90 Dedicated Flight Department sales team, based around the globe in the regions where customers live to support flight departments ensuring we convert payment methods to World Fuel Contract, increasing revenue and reducing expenses for the Winter Haven Regional Airport with larger fuel volume and 0% processing expense.
- All other contract fuel programs process through World Fuel centralized contract fuel program, which provides customer service employees a simple and easy to use method.
- Winter Haven Regional Airport will always set its own into-plane rates, charges and volume tiers to meet sales and profitability objectives as you wish.
- Electronic payment deposits via EFT in 72 business hours.
- World Fuel awards customers with World Fuel Rewards for every World Fuel Contract Fuel gallon purchased at your FBO, incentivizing larger purchases without an expense to the Winter Haven Regional Airport.



Our vast network provides you the **competitive edge to drive your business**.

We leverage market strength with our investments in technology, payment solutions, and rewards programs, which directly benefit your business's bottom line.

22,000+	Rewards members
9,000+	Flight departments supported
8,600+	AVCARD by World Fuel merchants
4,200+	Contract fuel locations
700+	World Fuel FBO locations
85+	Air Elite by World Fuel locations

World Fuel

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7. CREDIT CARD PROGRAM – Pilot Rewards

World Fuel Rewards

World Fuel Rewards Loyalty Program is accepted worldwide.

Bank of Points - World Fuel

- 1 point per 5 USG Contract Fuel sold
- 1 point per $50 USD AVCARD® transactions
- 1 point per 100 USG Bulk fuel purchased

Your FBO awards points directly to your customers

Minimum purchase 5,000 points ($100) to unlock the complimentary bank of points

Points expire at the end of each calendar year

Eligibility (U.S. Only):

- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments



Double Dip? Yes, You Can!



WINGPOINTS Rewards With Altitude®

Phillips 66 Aviation Loyalty Program at over 500 locations in the U.S.

WingPoints members earn points instantly by providing their card at the participating locations, and bonus points for using the Wings card (card must be present)

Eligibility (U.S. Only):

- Pilots
- Schedulers & Dispatchers
- Flight Crew Members
- Flight Departments

Free Membership

World Fuel

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7. CREDIT CARD PROGRAM – FBO Software

World Fuel credit card processing through Phillips 66 has evolved to offer options that were never before available.

avPOS



AvPOS – can now process on iPad and in 2026 will have EMV (chip) touchless technology that will soon be certified by Phillips 66.

Our proprietary platform, AvPOS is simple, affordable and performs to the needs of most FBO's. **With the upgrades there are now and will be more capabilities for our FBO network.**

It is understood that AvPOS is not for every FBO as no software program is.

The City of Winter Haven may allocate some of the grant funds to transition to a credit card processing solution that fully meets your requirements.

Additionally, in recent months we are now able to offer compatible processing through industry leading software.

- X-1FBO https://www.x1fbo.com/
- Total FBO NextGen https://totalfbo.com/total-fbo-next-gen/
- FBO Director https://fbodirector.com/about.aspx

For AvPOS, X-1, Total FBO NextGen and FBO Director, and others, World Fuel will assist in facilitating free demos and training as required.

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7. CREDIT CARD PROGRAM – FASST Support Team

The only fuel supplier with a dedicated sales team to work with the Airport and flight departments to ensure we convert card transactions to your preferred payment method, increasing revenue and reducing expenses.

WORLD FUEL CONTRACT

- FASST will work one-on-one to understand your business growth goals through consistent communication, meetings and measurable data tracking.
- Advocate for the Airport, by working within your plan and assisting in converting customers with high fee cards to World Fuel Contract Fuel or AVCARD.
- Target new business, understand the market, and market promotions/special events with World Fuel Rewards
- Collaborate between Airport / FBO and Flight Department Team / Customer to ensure customer satisfaction.
- Access to World Fuel's database, which aggregates five of the top industry flight-tracking providers into a single dataset, for competitive intelligence and refined sales strategy.







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8. MARKETING, ADVERTISING AND PROMOTIONS

Our **Marketing as a Service** program is designed to support your marketing sales growth and achieve business objectives.

World Fuel will support your marketing goals through:

- FBO Spotlight social media posts
- Social media text copy and design support customized for your media channels
- Press strategies and press release development
- Advertisements print and digital, web analysis
- Co-op advertising and marketing programs to promote growth and lower marketing expenses for your operation
- Gain access to technology platforms and data to foster deep relationships with your customers
- Professional representation of your FBO in the aviation industry
- The Airport will be preferred in all World Fuel quoting platforms reaching more than 40,000 Business Aviation Aircraft
- Marketing efforts are focused on specifically growing your brand
- Industry event presence with promotion of your business
- World Fuel Rewards promotions designed and emailed to strategic flight department customer contacts to drive customer loyalty and increase sales
- Development and execution of graphics
- Customer satisfaction survey and research
- Inclusion in "Go World Update" newsletters
- Addition to FBO Locator on World Fuel digital properties



Advertising Design Assistance
Our media team will facilitate the agreement with the publisher and our design team will work with you to design the advertising to meet your needs.

Publications
World Fuel has worked to negotiate rates with major print and digital publications including **AIN, Flight Aware, Ac-u-kwik, FltPlan, and AirNav**.

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8. MARKETING, ADVERTISING AND PROMOTIONS

Joint Media Exposure Initiative – Elevating Your Brand Together

As part of our proposed partnership with the Winter Haven, we are excited to launch a **Joint Media Exposure Initiative** designed to spotlight our collaboration and shared dedication to fueling excellence in aviation services.

This initiative will include:

- **Co-branded media efforts**: Targeted press releases, digital campaigns, and coordinated social media content.
- **Strategic event alignment**: Visibility around major events such as Sun n Fun
- **Industry engagement**: Joint representation at key aviation conferences, publications, and forums.

Together, we will drive:

- **Amplified brand visibility** within the aviation and travel ecosystem
- **Reinforced customer trust** through consistent, high-quality messaging
- **Market leadership positioning** for the FBO within our high-performance fuel network
- All media activities will be carefully aligned with your brand tone and business objectives - ensuring a cohesive narrative that reflects our shared values and delivers measurable impact.

The FBO can streamline print and digital media efforts with the World Fuel marketing center, saving time and money. Through this partnership, you benefit from a one-stop solution for:



- ✓ Creative design of co-branded print and digital media
- ✓ Strategic Media Planning and Campaign Delivery
- ✓ Negotiated media rates with consolidated billing
- ✓ Analytics and reporting

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8. MARKETING, ADVERTISING AND PROMOTIONS

Not Just Recognized - Remembered. Powered by World Fuel.

Fueling More Than Aircraft - Elevating Your Brand

At World Fuel, our commitment extends beyond fuel delivery-we're dedicated to elevating the reputation, visibility, and long-term success of our FBO partners.

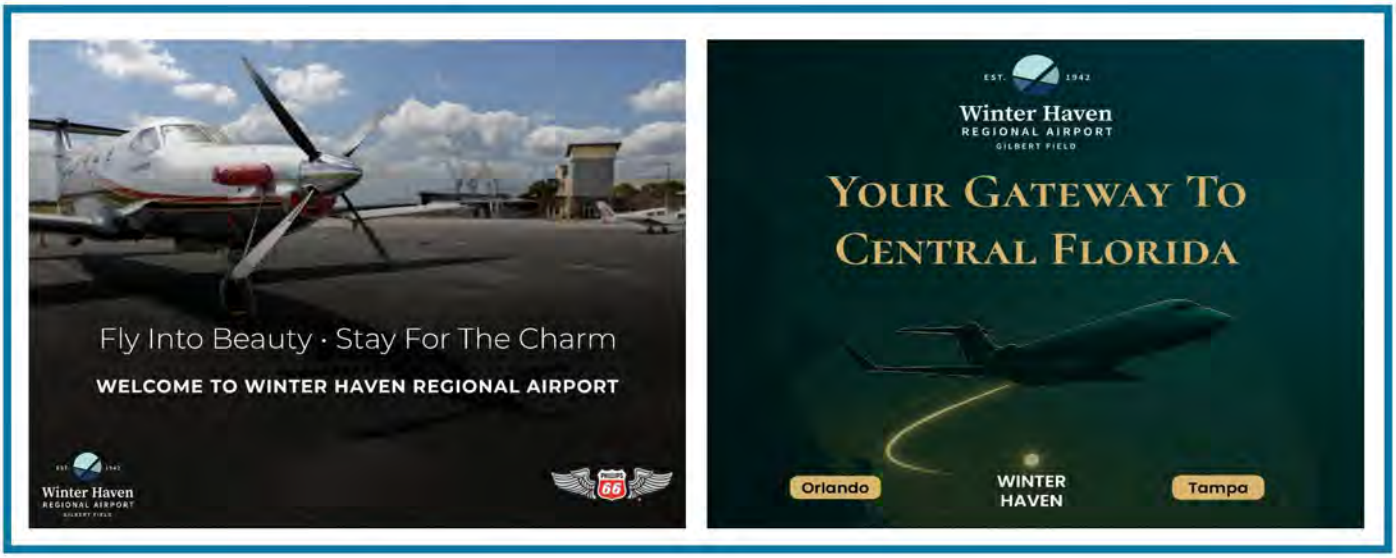
In today's competitive landscape, exceptional service is expected. What sets your location apart is how-and where-your story is told. That's where we come in.
Through:

- **Strategic joint media exposure**
- **Cobranded campaigns**
- **Digital and social amplification**
- **Year-round brand visibility efforts**

…we help ensure your FBO stands out-consistently, credibly, and competitively.

Our partnerships have helped FBOs climb into top tier rankings across **AIN, Pro Pilot**, and other respected industry benchmarks-not just during survey season, but through sustained recognition all year long.

With World Fuel, you don't just join a network-you gain a strategic platform to amplify your excellence and earn the recognition your team deserves.



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8. MARKETING, ADVERTISING AND PROMOTIONS

Promoting location-specific or network-wide offers for World Fuel payment solutions involves crafting targeted content and distributing it to the right customers through multiple channels. The Marketing Center at World Fuel can work with you to refine these promotions and make them more impactful by reaching a wider audience via:

- ✓ **Press Releases**
- ✓ **Email to flight departments**
- ✓ **Posting on World Fuel websites**
- ✓ **Posted on World Fuel's social media channels**







World Fuel

CONTACT
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World Fuel Celebrates Continued Partnership at Winter Haven Regional Airport

Renewal with the City of Winter Haven reinforces long-term support for Central Florida's aviation community

Month DD, 20YY – Winter Haven, FL – World Fuel is pleased to announce the renewal of its partnership with the **City of Winter Haven and Winter Haven Regional Airport (KGIF)**, reaffirming a shared commitment to providing reliable fueling solutions and exceptional service for the Central Florida aviation community.

This renewed agreement continues Winter Haven Regional Airport's participation in World Fuel's extensive global network, ensuring ongoing access to a comprehensive suite of solutions designed to support efficient operations, enhance the customer experience, and enable future growth. World Fuel will continue to deliver dependable fuel supply, digital tools, and value-added services that support KGIF's role as a trusted destination for general aviation, business aviation, and visiting pilots.

"Winter Haven Regional Airport is an important asset for the City of Winter Haven and the Central Florida region," said Pete Stevens, Vice President of Aviation Operations at World Fuel. "We value our longstanding relationship with the City and are proud to renew this partnership, continuing our focus on consistent fuel supply, operational support, and a high-quality experience for all airport users."

Winter Haven Regional Airport is known for its strategic location, strong aviation community, and commitment to safe and efficient operations. Through this renewed partnership with World Fuel, the airport continues to enhance its ability to meet the evolving needs of today's aviation customers while supporting ongoing economic development and aviation growth throughout the Central Florida region.

Press Release

World Fuel

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8. MARKETING, ADVERTISING, AND PROMOTIONS

CO-OPERATIVE ADVERTISING

- This is an optional program
- Co-operative advertising is a per gallon rate of your choice, typically $0.005 per gallon and is accumulated on all bulk fuel gallons purchased from World Fuel.
- Accrual based on the previous year's volume, and we can advance the anticipated first year's co-op to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Claims are processed upon receipt to assist in covering transitional costs such as uniform changes, business card changes, etc.
- Branding guidelines and an approved branding logo will be provided and must be used for all advertising, uniforms, marketing and printed materials.

Qualifying Items – Co-Op Marketing with approved logos
Advertising development, design and execution with logo
Credit Card Processing Equipment and Software
NATA Safety 1st Training Expenses
Fuel Testing Equipment
Line Service Training
NATA and State Aviation Dues
Premium Items for FBO Promotions
Printed Materials or Website
Trade Shows & Industry Exhibition (plus travel)
Uniforms
Personnel Training Conference (plus travel)
Aviation Related Website/Software Fees
Promotional Mailings, Communications Tools
Airport/FBO Specific Events
Industry Specific Dues and Subscriptions
World Fuel Rewards Purchases
Flight Tracking Subscriptions
FBO Facility Improvements

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8. MARKETING, ADVERTISING, AND PROMOTIONS

PHILLIPS 66® BRANDED SIGNAGE

- Winter Haven currently has an existing Phillips 66 sign.
- We are open to discuss sign options to improve appearance, maintenance and visibility if so desired.
- Decals and marketing materials for fuel trucks, fuel system, counters, and building will be provided at no cost.





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EAA Young Eagles Program



- **Pilots earn $1.00 per gallon rebate**
- Pilots must be EAA members flying Young Eagles
- Pay for Avgas with Phillips 66 Aviation Personal Card
- Submit form with copy of fuel receipt
- Rebate provided through Phillips 66 Aviation Personal Card
- No cost to FBO

Compassion Flight Rebates

- **Pilots earn $1.00 per gallon rebate**
- Offered to pilots flying for select Compassion Flight Organizations
- Purchase Avgas at a P66 Branded FBO with a P66 Personal Card
- Submit rebate form with copy of fuel receipt
- Rebate form managed by the Compassion Flight organizations
- Rebate provided through
- P66 Personal Card
- No cost to FBO

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9. INDUSTRY INVOLVEMENT AND COMMITMENT

World Fuel is active in every part of the general aviation industry and therefore we are visibly present at all domestic and international industry events. World Fuel provides the opportunity for FBO's to be a part of our larger presence at:

- NBAA-BACE
- NBAA Schedulers and Dispatchers
- NBAA Regional events
- Latin America Business Aviation Conference & Exhibition (LABACE)
- European Business Aviation Conference & Exhibition (EBACE)
- Aviation Community Regional, National and Global Events

Themes, giveaway drawings and other highly-effective promotions are employed to generate buzz and excitement at these shows in order to provide our participating FBOs the best exposure and foot traffic from the trade show's attendees. No other fuel supplier generates the level of excitement and attendee traffic which will generate leads and sales opportunities for the Airport.



10. TRAINING

NATA Safety 1st Professional Line Service Training (PLST) "Online"

This online training is available as a World Fuel branded FBO. The PLST program and certification is recognized throughout the General Aviation community as setting the standard for flight line operations training.

It is a practical, cost effective and computer-based training method that puts safety first for your airport staff. This subscription program includes all courses available including initial and recurrent line service training and supervisor training.

The training modules include the following topics:

1. Introduction and Ground Servicing
2. Safety
3. General Fuel Servicing
4. General Towing Procedure
5. Fuel Farm Management
6. Customer Service
7. Fire Safety
8. Aviation Security

Subscription Model - NATA Membership Fee Required – As a Phillips 66 branded dealer, take advantage of the **Discounted rate of $99 per employee per year.** Reimbursement of NATA paid invoice will be **funded from your Co-op fund at 100% of the invoice total**, when funds are available.



Complimentary - On Site Fuel Handling and Fire Safety Training by Phillips 66

Phillips 66 will provide a comprehensive, on-site fire and safety training session for all FBO employees - free of charge as part of our support.

This hands-on program meets **FAA Part 139 requirements** and covers fueling infrastructure integrity, emergency response, and best practices for safe aviation fuel storage, handling, and dispensing, in line with FAA Advisory Circular AC 150/5230-4C.

Designed for supervisors and staff, the training reinforces compliance, proper equipment use, and operational readiness to elevate overall safety standards.

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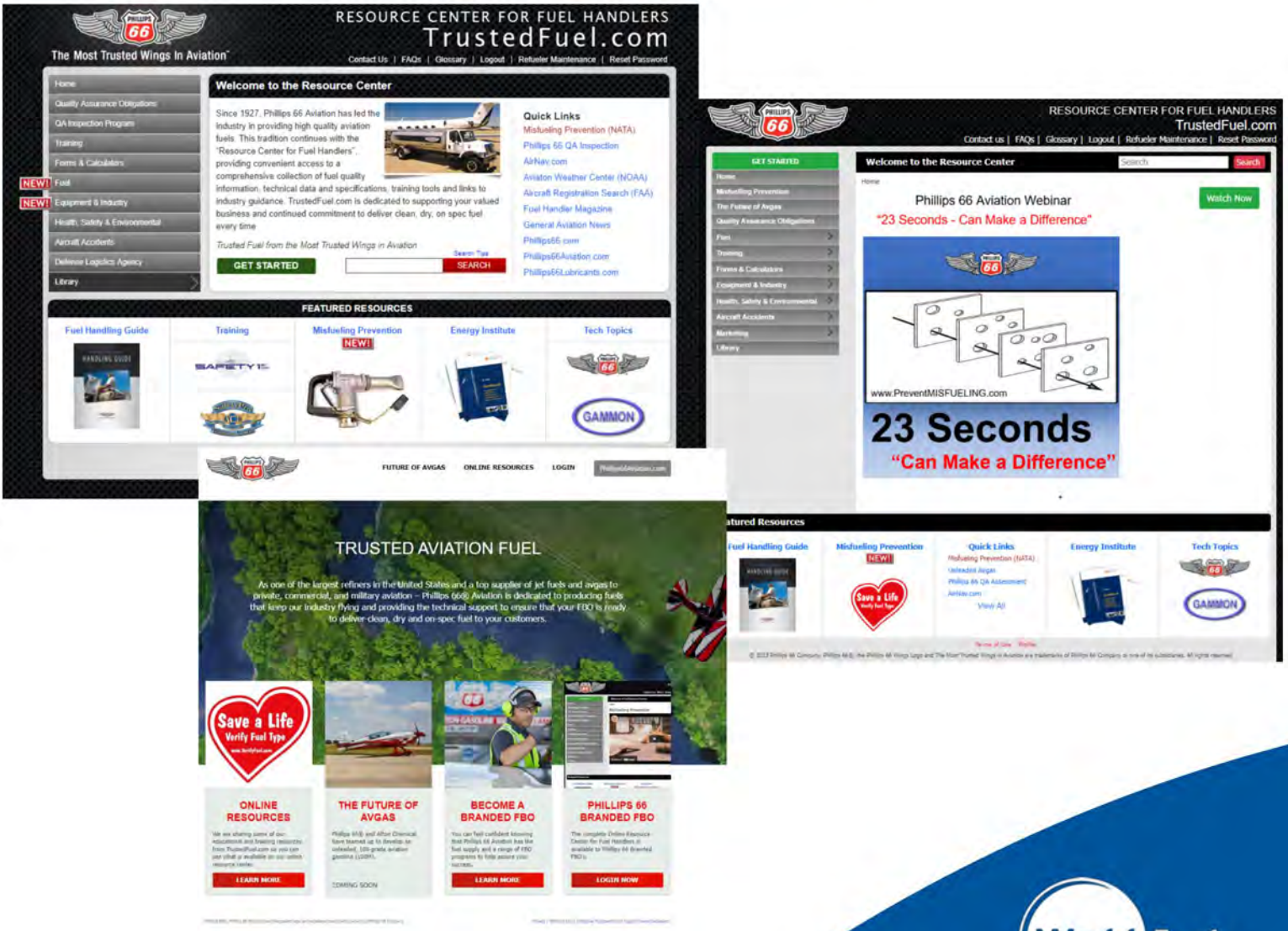
Phillips 66 Online Training

- **Exclusive to Phillips 66® branded dealers**
- One-stop resource for Phillips 66® aviation fuel handling guides and manuals, health, safety and environmental information, technical specifications and training enrollment
- Phillips 66® aviation quality control training videos provide step-by-step fuel quality assurance testing procedures
- Complimentary access to suite of industry guidance from Energy Institute and Gammon Technical Products www.trustedfuel.com

Sample pages from trustedfuel.com



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10. TRAINING



Customer Service Training

World Fuel, in collaboration with Bridge, have created an outstanding training program that is directed towards improving customer service and generating greater profit for the FBO. Courses are generally between 20 and 45 minutes long, are trackable, and are designed for both the beginner to aviation and the experienced employee, the management team and even the accounting department. How to drive business to the no fee and low fee credit cards. How to use the rewards programs as a tool to generate greater uplifts and to reduce your credit card expense, and much more.

Line Service eLearning courses include:

- Refueler: learn various functions and features of refuelers
- TCS Register: videos showing capabilities and uses of the TCS 3000 Register
- Using the Rewards programs to increase uplifts and build customer loyalty
- General Aviation 101: lays a foundation of basic industry knowledge

Customer Service Programs & Sales eLearning courses include:

- Customer Service 101: Learn everything that you need to know about providing great customer service. Followed up with personal assessments and a quiz.
- AVCARD by World Fuel: use the course as a tool to drive business to the lowest fee cards or no fee cards. It really works.
- Customer Service Success stories

Management and Accounting courses include:

- Recorded forum on maintaining business and preparing for the road ahead (Covid-19 related)
- Teamwork: How to be an effective team
- Goal Setting
- Effective meetings
- Hiring
- Preventing aggressive behavior
- Safety awareness

There are more courses than what is shown above and courses are added periodically.

World Fuel Aviation Academy is a free program

11. LIABILITY INSURANCE

Phillips 66 Excess Product Liability Insurance Program

The Phillips 66 excess liability coverage different than all others. It goes beyond just fuel quality and covers fueling operations. Part of being an aviation service provider is taking on calculated risks. To help you mitigate those risks, Phillips 66 Aviation provides branded dealers with **$50 million** excess liability insurance coverage. This provides important supplemental coverage over and above your primary insurance policy, for certain risks associated with fueling-related incidents. There is a minimum base coverage of $1,000,000 in liability insurance required by the FBO. Full details of the program can be provided at any time.



Phillips 66® Crisis Management Plan

All Phillips 66 emergency protocol material including forms, posters and reporting process will be provided to FBO.



All reported incidents will be coordinated by Phillips and a report of findings will be provided using the P66 inspection process.

Everything possible is done to insure delivery of clean, dry, and on-spec product. Very rarely there are situations where product is delivered or comes off spec while in storage. In those cases, a call to our office starts a process where product is tested at a certified lab. If found to be off-spec it is removed and disposed of safely. We then work with a qualified contractor to insure all equipment is suitable for product storage and can be safely returned to service.

In the event that it is found that off-spec product is delivered to the facility, all costs are covered by Phillips 66 and/or WFS.

CLEANUP AND CONTAINMENT OF FUEL SPILLS

Emergency Action Plan / Emergency Cleanup Policy

World Fuel Services has agreements in place with all of the fuel transport companies that deliver fuel to the Winter Haven Regional Airport.

Below is a section from the agreement we have with our carriers that addresses what are referred to as product releases, or spills.

Product Releases

"The Contractor, also known as the common carrier or hauler of fuel to the airport, shall immediately notify Company, and be responsible for prompt emergency and environmental response services, in the event of a release of products that is being transported or handled by Contractor. This includes control, recovery, cleanup and disposal of any product discharged due to Contractor's negligent acts or omissions during the performance of its Services under this Agreement. If applicable, Contractor must have an emergency response plan that meets all requirements of the Oil Pollution Act of 1990 and CFR Title 49, Part 130, Oil Spill Prevention and Response Plans. Contractor shall continually update Company of its plan, progress, arrival and actions during any response. Company reserves the right to deploy its personnel or response and/or environmental contractors at Contractor's sole cost and expense. In all cases of product release, Contractor shall comply with all applicable standards for reporting any accidents, spills or emissions. Company reserves the right to review final disposition of any salvageable oil or waste product resulting from a release."

World Fuel has Quality Control Experts available to answer questions or provide support 24/7

Reed Fuller, Manager, QA and Product Integrity
PH# 315-345-3443, Email: rfuller@wfscorp.com

13. INVESTMENT BY SUPPLIER – AIRPORT FACILITIES INVESTMENT

World Fuel will provide $50,000.00 in Business Development Funds for Winter Haven Regional Airport. These will be grant funds, payable at the beginning of year one, to be used for the airport needs. (ex. software upgrades, facility improvements, infrastructure, ground service equipment, sales growth, marketing, etc.).



**Subject to approved credit and collateral.*

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SECTION IV: ASSIGNED PERSONNEL

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ASSIGNED PERSONNEL

Our dedicated team and suite of industry leading products provides you more value than any other supplier. Whether we're helping customers meet operational performance goals or investing in programs to help drive growth, we deliver solutions that go beyond fuel.

You can harness our aviation expertise and reliable fuel supply to enhance your core operations.



Mike Miller, Sales Executive

Mike brings over 27 years of experience in the aviation industry and has been a valued member of World Fuel for 15 years. As the dedicated account manager for Winter Haven Regional Airport, Mike is conveniently based in Tampa, Florida. Beginning In 2026, Mike will manage sales and services for World Fuel-supplied FBOs throughout the Central and South Florida allowing greater focus in driving customer objectives and making the branded programs come to life.

In managing day-to-day activities for his territory, Mike leverages one of the most experienced teams in the industry to deliver exceptional service..



Maria Oliva Garcia, Aviation Customer Experience Support (ACES)

- Key point of contact assigned to your team
- Schedules support training
- Assists in program enrollment (Flight Tracking, World Fuel Aviation Academy)
- Credit card processing & invoicing questions
- Manages co-op submissions and reimbursement

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ASSIGNED PERSONNEL

Dedicated, Customer-Focused Support Team

With decades of combined experience in the aviation industry, our FBO sales and support team delivers a level of service rooted in deep expertise and unwavering professionalism. From managing client relationships to coordinating high-value services, our seasoned team understands the unique demands of fixed-base operations. This legacy of excellence continues to build trust and elevate the standards of service.

Management Team

- Malcolm Hawkins, Senior Vice President, Business Aviation
- Stephanie Jordan, Vice President, North America FBO/Airport Bulk Sales
- Steve Highet, Vice President, Eastern US Bulk Sales
- Dorothy Beck, Vice President, Customer Experience
- McKenzie Burns-Holroyd, Sr. Director, Air Elite
- April Andrews, Sr. Director, Customer Experience Team
- Todd Baker, Sr. Director, Business Operations

Supply & Dispatch Team

- Robert Finer, Vice President, Supply – Oversees fuel supply and logistics
- Satu Jokinen, Sr. Director, Supply
- Jim Pitzer, Sr. Director - Dispatch for bulk orders

Equipment & Quality Control Teams

- Reed Fuller, Manager, QA and Product Integrity - Quality control experts available to answer questions or provide support 24/7
- Andrew Reichel, Sr. QA Analyst - QC & Safety Review
- Chris Musco, Director of Operations - Refueler and equipment support
- Dean Hamm, Sr. Manager, Fleet & Equipment

Other Support Teams

- Teresa Caric, Sr. Director, FASST Team
- Dawn Nier, Sr. Manager, Credit Card Processing
- Alicia Hamilton, Accounting Supervisor – Invoicing
- Kim Bombardo, Manager, Accounting - Taxes
- Janis Gauthier, Manager, Logistics - Branded Signage

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SECTION V: SUBCONTRACTORS

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SUBCONTRACTORS



The Florida-based subcontractors we will use to support Winter Haven Regional Airport are:

- **Kenan Advantage Group**
- **Penn Tank Lines**
- **Coraluzzo**
- **Groendyke Transport**

Transport carriers use aviation **dedicated tankers** for deliveries

World Fuel partners with freight carriers throughout the U.S. and currently operates with close to 100 **dedicated transport carriers**. We can guarantee delivery during high demand spikes by leveraging an extensive number of carriers we use for our commercial airline division.

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SECTION VI: CONFLICT OF INTEREST

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CONFLICT OF INTEREST

Conflict of Interest Statement

Ascent Aviation Group, Inc., a subsidiary of World Fuel Services, Inc., hereby affirms that we have no existing or potential conflicts of interest in connection with the services to be performed for the City. We further confirm that our representation of the City will not be compromised by any obligations to other clients.

We acknowledge that certain actions performed on behalf of the City may have implications for other clients. In such cases, we will promptly disclose any circumstances that could reasonably be perceived as a conflict and will take all necessary steps to ensure that the City's interests remain paramount.

We understand and agree that the City reserves the right to consider the nature and extent of any such work in evaluating this proposal.

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Appreciating Our Past & Shaping the Future at the City of Winter Haven

For more than a decade, World Fuel has been honored to serve the City of Winter Haven. Together, we've navigated industry changes, evolving customer needs, and the continued expansion of your operations. Throughout this journey, our focus has remained constant: delivering reliable supply of aviation fuels and programs that support the Winter Haven Regional Airport business plan.

Thank you for your loyalty and partnership over the years. We welcome the opportunity to meet with your team, review any refinements, and ensure our solutions not only meet your expectations but deliver meaningful advantages across your network. Together, we can continue to build on our foundation and take the City of Winter Haven's success to the next level.

Thank You!



Degree of Compliance

This proposal will define the commercial terms under which we will offer Phillips 66 branded aviation fuels and related programs and services for Winter Haven Municipal Airport. Notwithstanding anything to the contrary contained in the Ascent Aviation Group Commercial Bid enclosed herewith, please note that our bid is non-binding, indicative only, and remains subject to Ascent Aviation Group, Inc. and City of Winter Haven duly executing and delivering definitive documentation, such documentation to be negotiated by the parties.

AEG CONNECT NETWORK

City of Winter Haven
Proposal



Prepared by: Iris Laria / Sr. Director FBO Sales / ilaria@aegfuels.com / 305-725-9305

701 Waterford at Blue Lagoon, # 490
Miami, FL 33126

A. Section I: Cover Letter

December 15, 2025

Bethany Owen
Procurement Manager
City of Winter Haven
451 Third St NW
Winter Haven, FL 33881

Dear Ms. Owen,
Thank you for the opportunity to present our AEG Connect proposal, centered on providing a reliable and uninterrupted supply of aviation fuel to support operations at Winter Haven Regional Airport. In addition to assured fuel availability, the AEG Connect Network offers operational resources, targeted marketing, and ongoing support, with services designed to deliver value to the City and enhance the experience of Airport users while supporting continued growth.

Proposed AEG Connect Partnership Offer Summary:

- Contract Term: Initial Term: 1 year with up to 4 additional 1-year extensions
- Payment Terms: 30 Days

Marketing Support

- $25,000 in business development funds to be utilized to increase awareness and promotion of Winter Haven Regional Airport to include potential usage for AEG-partnered booth provided annually at NBAA S&D
- Annual marketing programs provided through the AEG Connect Network
- Print, Web, & Digital Advertising – targeted campaigns to attract new customers
- Onboarding Branding Box – welcome items for immediate customer engagement
    - Annual Promotional Item Restock for ongoing brand reinforcement
- Co-op advertising fund of $.005 per gallon
- AEG Fuels Signage and Truck Re-branding

Safety & Quality Control

- NATA Safety 1st Training Support to cover costs for the Safety 1st Training and Customer Service Training modules reimbursement up to $1,200 annually
- Polaris Safety Training Monthly Training
- Insurance: $50,000,000 Extended Products Liability Insurance Program at no cost

We appreciate the opportunity to respond to this solicitation. Please feel free to contact me if any additional information or clarification is needed. Our team is prepared to support the City and ensure Winter Haven Regional Airport benefits fully from the resources and capabilities available through the AEG Connect Network.

Sincerely,

Iris Laria

Iris Laria, Sr. Director FBO Sales - ilaria@aegfuels.com - 305-725-9305



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1. Qualifications & References

3BN Gallons Sold Annually

42,000+ Aircraft Supported

AEG by Numbers

450+ Teammates

9 Offices Worldwide

Since its founding in 1988, AEG Fuels has grown into one of the world's leading independent marketers of aviation fuel, logistics, and aviation services. Built to serve commercial, general, and government/military aviation, AEG delivers a comprehensive suite of fuel and support services required for every type of flight.

With this strong foundation, we created the **AEG Connect Network**, an exclusive alliance of premier FBOs recognized for world-class service, operational excellence, and competitive value. Our mission is to elevate the business aviation experience by uniting top FBOs with AEG's global customer base.

AEG Offices:



Global Network. Local Touch.

A network large enough to matter, small enough to care.



References

AEG's continued success in delivering competitive services depends solely on maintaining its reputation as an honest and trustworthy business partner. The company's Core Values are based on the commitment that AEG always strives to do what is right and will never accept less than excellence from its representatives. Herein are several references of our service and quality of work:



National Jets
Fort Lauderdale, Florida
Name: Robert Grant
Title: General Manager
Phone: 561.307.9452



Maven by Midfield
Waterford Township, Michigan
Name: Jason Zimmerman
Title: General Manager
Phone: 561.307.9452



Jack Brown's Seaplane Base
Winter Haven, FL
Name: Pat Owens
Title: Office Manager
Phone: 863-956-2243



Million Air
Bozeman, Montana
Name: Gabriel Vaughn
Title: General Manager
Phone: 406-624-9990



Delta County Airport
Escanaba, Michigan
Name: Ashleigh Young
Title: Administrator
Phone: 906.217.7593



Kansas Jet Center
Manhattan, Kansas
Name: Patti Roblyer
Title: General Manager
Phone: 785.776.1991



Aero Center
Tallahassee, Florida
Name: Robert Buchanan
Title: FBO General Manager
Phone: 850.597.9989



JetSet
Bethany, Oklahoma
Name: Candy Lovin
Title: FBO General Manager
Phone: 405.888.8684

2. Product

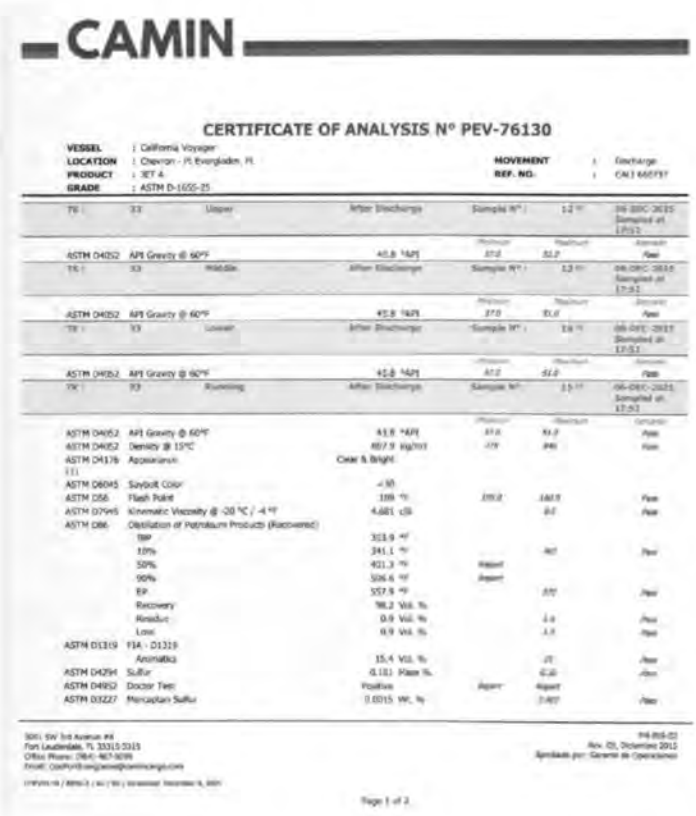
Aviation Fuel Products will include the following types of fuels:

- Aviation Turbine Fuel – Jet A
- Aviation Gasoline, 100 Octane, Low Lead (AvGas) or future replacement; and

The Product delivered to the Airport shall comply with the following specification:

- Avgas that meets American Society for Testing and Materials (ASTM) D-910 latest revision or such other specification that may be established by applicable governmental regulation or industry standard in the future
- Jet A meeting (ASTM) D-1655 latest revision
- We are committed to ensuring compliance with all state and federal regulations while exceeding industry standards
- AEG Fuels will supply with each load of product a Release Certificate and a Certificate of Analysis (COA) which includes the specification of the Product and will warrant that each load meets or exceeds applicable specifications and quality control requirements.

Example of the COA:



CAMIN

CERTIFICATE OF ANALYSIS N° PEV-76130



CAMIN

CERTIFICATE OF ANALYSIS N° PEV-76130

Example of the Release Certificate:

AEGFUELS

RELEASE CERTIFICATE

701 Waterford Way, Suite 490
Miami, FL 33126
+1.305.913.5253 | dispatch@aegfuels.com

AEG ORDER #:

BILL OF LADING #:

1. To be Completed by the Supplying Refinery, Terminal, or Carrier

Terminal Name:		Load Date:	
Transport Carrier:		Order Quantity (U.S. Gal):	
Terminal Tank #:		Batch #:	
Trailer #:		Observed Batch API Gravity & Temp:	
Product Grade (Mark One):	AVGAS JET JETw/FSII JAA	Batch API @ 60° F Gravity	

2. To be Completed by the Carrier

PRE-LOADING		POST-LOADING	
a) Dedicated Trailer:	Yes No	a) Product Ordered:	AVGAS JET JETw/FSII JAA
b) Previous loaded product?		b) Product Loaded:	AVGAS JET JETw/FSII JAA
c) Steam cleaned & dried?	Yes No	c) Clear & Bright?	Yes No
d) Cleaning certificate #:		d) Clear of any sediment?	Yes No
e) Internal valves opened & contents drained & inspected:	Water free? Yes No	e) Color:	
f) Each compartment sampled & inspected:	Water free? Yes No Dirt free? Yes No Clear & Bright? Yes No	f) Demurrage Time (hrs.):	Arrival : AM PM Departure : AM PM
g) Color:		g) Demurrage Reason:	
I certify that the information above is correct.	Driver Name (print)		Signature:

3. To be Completed by the Carrier

ADDITIVE	TYPE	RANGE	OBSERVED ADDITION RATE	TOTAL ADDED
Fuel System Icing Inhibitor (FSII) 8 to 15 gallons od FSII per 8000 gallon load		0.0007 - 0.0015 (or 0.07% - 0.15%)	End: Start:	
Static Dissipater Additive Stadis 450		150 to 600 pS/M	End: Start:	
Corrosion Inhibitor/Lubricity Improver (CI/LI)		9.0 - 22.5 mg/L	End: Start:	

4. To be Completed by Receiving Fuel Farm Prior to Discharge

UNLOADING			
a) Seals Intact:	Yes No	a) Discharge Date:	
b) Grade Identification:		b) Customer:	
c) Clear & Bright & Color?		c) Location:	
d) Observed API Gravity:		d) Arrival Time:	
e) Observed Temperature:		e) Quantity Received:	
f) Converted API Gravity @ 60°F:		f) Receipt Tank No.# (s):	
g) Difference between e & f:		g) Demurrage Time (hrs.):	Arrival : AM PM Departure : AM PM
Note: If multicompartment trailer is used, composite sample is required.	Yes No	h) Demurrage Reason:	
I certify that the information above is correct.	Receiving Agent Name (print)		Signature:

To reorder forms, contact Transportation@aegfuels.com | Distribution: **Original**: Return to AEG / **Yellow**: Give to Customer

aegfuels.com

3. Prices for Product

Our pricing methodology is based on a competitive weekly market price that reflects current conditions within the aviation fuel supply chain. Each week, we evaluate the market factors influencing fuel availability, production costs, transportation, and related operational considerations, and we establish the delivered price for that period accordingly. Updated pricing will be communicated to the City on a weekly basis to ensure clarity and consistency. A complete breakdown of all cost components is included for transparency, along with example prices illustrating what this methodology would produce for the date of this RFP, six months earlier, and twelve months earlier, as required.

Pricing provided in this proposal excludes federal excise tax and state sales tax in accordance with the City's procurement requirements, which specify that such taxes are not applicable to municipalities. As the contracted fuel supplier, we will continue to comply with all federal and state fuel tax laws that apply to aviation fuel delivered to the Airport and subsequently sold by the Fixed Base Operator to end users. Federal excise tax and applicable state fuel taxes will be charged when required by law and will not be included in the pricing submitted for evaluation. Any tax exemptions available to the City or eligible end users, including sales tax exemptions, will be applied when appropriate and as permitted under governing regulations.

Jet A

Effective Date:	11/12/2025	5/13/2025	11/13/2024
Fuel Price: Chevron / Port Everglades	$2.40142	$2.04526	$2.25242
Freight: Hauler - Techno Fuels	$0.06139	$0.06139	$0.06139
Fuel Surcharge	$0.01304	$0.01366	$0.01427
PRE-TAX FUEL PRICE	**$2.47585**	**$2.12031**	**$2.32808**

Primary Supply Terminal and Carrier: Chevron/ Port Everglades with Techno Fuel
Back-up: Chevron/Port Tampa with Penn Tank Lines

Avgas

Effective Date:	11/12/2025	5/13/2025	11/13/2024
Fuel Price: Chevron/Port Tampa	$3.18182	$3.30578	$3.21806
Freight: Hauler - Techno Fuels	$0.04685	$0.04685	$0.04685
Fuel Surcharge	$0.00996	$0.01042	$0.01089
PRE-TAX FUEL PRICE	**$3.23863**	**$3.36306**	**$3.27581**

Primary Supply Terminal and Carrier: Chevron/ Port Tampa with Techno Fuel
Back-up: Chevron/Port Everglades with Techno Fuel
Additional hauler: Penn Tank Lines

4. Refuelers

Tailored Solutions

Our team collaborates closely with FBOs to assess current needs and forecast growth, helping you select the best refueler solutions for your facility. From initial consultation through delivery and ongoing support, AEG ensures your refuelers are optimized for efficiency, durability, and performance, backed by Garsite's commitment to quality engineering.

Trusted Partner Offerings

Garsite brings decades of expertise in manufacturing refueling equipment, offering options that range from compact refuelers for smaller operations to large-capacity units for high-volume locations. With a neighboring location in Cocoa Beach, Florida ease of maintenance collaboration, loaner flexibility and overall a second support for fuel trucks and tanks is close by.

With this trusted partner, AEG can provide both new and refurbished refuelers, custom-sized and scaled to meet your specific operational demands. We can source assets and price varying on your needs should the desire arise for either new, refurbished or used assets.

Maintenance

AEG is able to offer various maintenance options to include:

- Limited Maintenance: Annual Inspection & Filter Changes
- Full Service Maintenance: Quarterly Inspections, Annual Inspection and Filter Changes & Oil Change Quarterly

Short Term Leasing

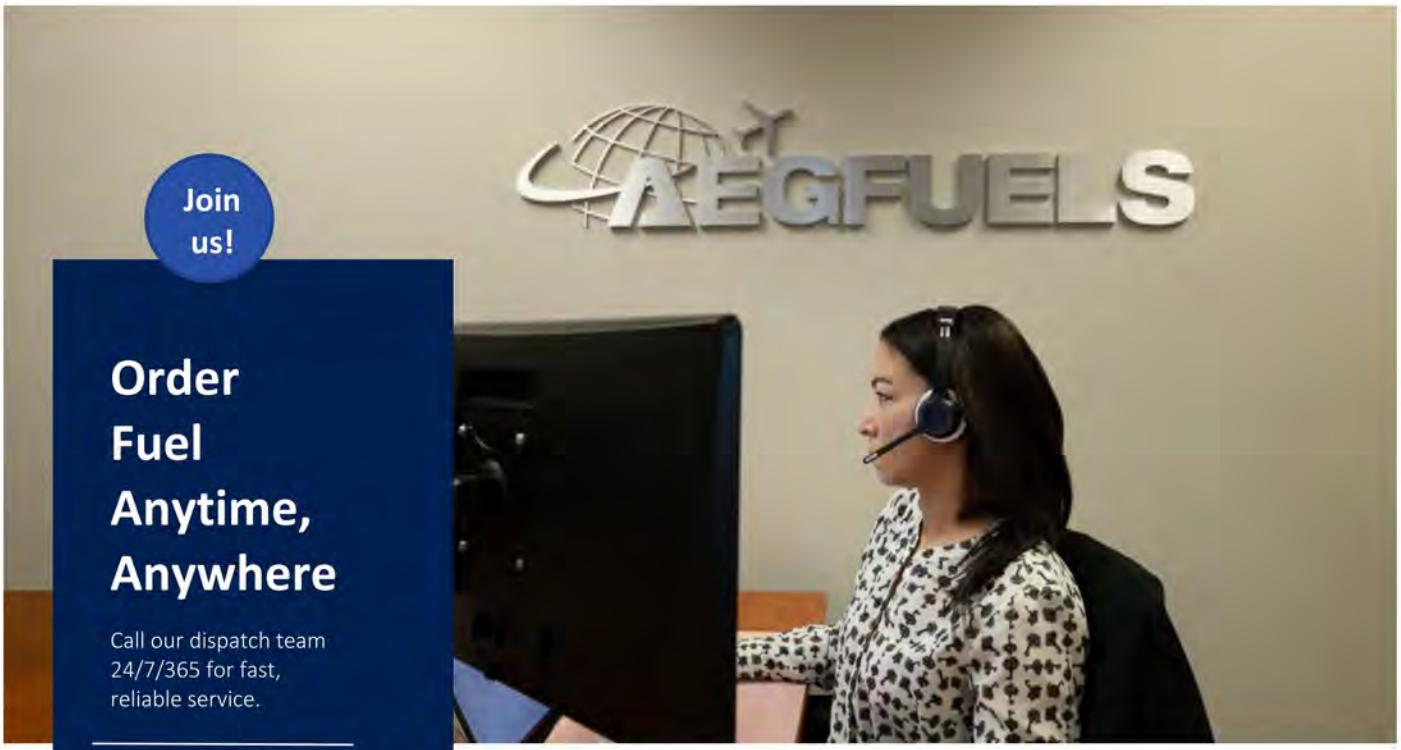
In the event of an emergency or special operational needs, AEG will work with our trusted partners to obtain loaner or temporary refuelers. The lease range will vary based on truck size and duration, but it is typically around $1,100 for a towable tank, $1800 an avgas truck 1K and to $2,200-2400 for a Jet A 3-5K truck Should existing assets be from Garsite additional flexibility and collaboration is possible for loaners.



Preventative Maintenance Available. Warranty Coverage.

5. Fuel Delivery

AEG understands and agrees that The City of Winter Haven will accept no responsibility for any delivery until the fuel is securely in their bulk tanks and it is understood that the fuel will remain the property of the vendor until said act has been completed.



Join us!

Order Fuel Anytime, Anywhere

Call our dispatch team 24/7/365 for fast, reliable service.

At AEG Fuels, special circumstances are our specialty. From large-scale events to urgent, last-minute needs, our logistics experts deliver with precision, speed, and experience you can trust.

Supply Chain & Carrier Redundancies
100+ Carriers
95+ Supply Points
85+ Inventories

Uncompromised Quality
Avgas (ASTM D-910) and Jet A (ASTM D-1655), rigorously tested at every stage with full Certificate of Analysis (COA) traceability.

Fuel on Demand

Jet A and Avgas delivered 24/7, by call or online

Delivery Time
Jet A: 24 Hours
Avgas: 24 Hours

24/7/365
Call or order online
+1.305.913.5253

Contact Us
fuelops@aegfuels.com

6. Quality Control

AEG is committed to the highest standards of fuel quality and safety through our four-pillar Product Quality Control Program, designed to give FBO partners the tools, training, and expert support they need.

01 Comprehensive Resources

Fuel Quality, Safety & Environmental Oversight and Fuel Handling Manuals provided at contract initiation.

02 Expert Inspections

On-site audits and recurring tank system checks ensure compliance with federal, state, and local regulations.



03 Direct Support

Dedicated Quality Control Specialists available 24/7 for immediate assistance and remediation.

04 Industry Leading

Advanced NATA Safety 1st curriculum, hands-on testing protocols, and monthly expert-led safety sessions.

50+ FBO Partners Supported
with ongoing QC programs.

24/7/365 Availability
for technical and quality support.

NATA Safety 1st Training
provided free of charge.

100% ASTM Compliant
with full traceability.



Ken Frazier
AEG Connect Quality Control & Equipment

Ken joined AEG in 2022, bringing over 25 years of experience in aviation fueling equipment manufacturing, sales, and maintenance programs for refuelers and fuel farms.
C. 203.640.2211 - E. kfrazier@aegfuels.com

7. Credit Card Program

AEG's Credit Card Program enables the secure and efficient processing of credit card transactions through PCI-compliant payment channels. The program supports a comprehensive range of major credit cards, including Visa, MasterCard, American Express, Discover, AvCard, Multiservice, Government AIR Card. AEG's system integrates seamlessly with leading point-of-sale (POS) software platforms such as X-1, FBO Director, and TotalFBO, ensuring compatibility and streamlined operations across various environments. Funds are remitted via electronic funds transfer (EFT) in accordance with established payment timelines, providing transparent, reliable, and timely reconciliation.



Card Processing Rates

	Rate	Days to Pay
AEG Carnet Card	0.00%	5
VISA	2.40%	2
Mastercard	2.95%	2
Amex	3.40%	2
Discover	3.45%	2
AIR Card (retail)	3% to 4.50%	3 to 21
AIR Card (contract)	0.00%	Per contract
AVCARD	2.90%	2
Multi Service	3.50%	2
Debit Card	1.65%	2

AvPOS – Entry-Level Payment Processing for FBOs

AEG is offering access to AvPOS, a secure, cloud-based point-of-sale solution designed for FBOs that value simplicity, modern functionality, and cost efficiency. *This system is available at no additional cost to the Airport.*

AEG understands the City's interest in upgrading to a more advanced POS with full chip-and-pin capability. For operations seeking a higher level of integration and automation, AEG can provide access to X-1FBO at discounted rates through our established partnership. X-1FBO delivers enhanced operational workflows, integrated accounting, advanced inventory control, and comprehensive contract fuel management tools to support both current needs and future growth.

AEG would be pleased to arrange a demonstration for the City if further evaluation is desired.



X-1FBO Core

Most Advanced FBO Software Ever
~~$949~~ **AEG Price - $759.99/month**

- Cloud Based & Unlimited Users
- Customer & Aircraft Management Tools
- Schedule Management
- Custom Rules Based Pricing
- Virtually quote all pricing on the spot
- Email Invoicing with Payment Link
- Exportable, Customizable Reports & Electronic Statements
- Accounting Integrations to all Major Software
- (for ex: QuickBooks, Microsoft, NetSuite & Sage (Intacct)
- Flight Bridge Integration
- Customer Service Support
- Integrated Flight Tracking
- Customizable Arrival Departure Boards
- Fuel Management

Carnet Card & Rewards Program

AEG CONNECT NETWORK

AEG Carnet Card: 0% Processing for AEG Connect FBOs

The AEG Carnet Card simplifies payments for both operators and FBOs with fee-free processing and instant authorization for fuel and ground services, no preauthorization required. Accepted at 3,000+ airports worldwide, it eliminates merchant fees while ensuring fast, seamless transactions. Available as both a physical card and a virtual card via the AEG Mobile App, it provides unmatched convenience and global access.



AEG Rewards Program

The industry's most convenient loyalty program, AEG Rewards lets customers earn points redeemable for cash awards or charitable contributions. As an AEG Connect partner, you gain access to targeted promotions designed to boost traffic, sales, and loyalty, at no cost to your FBO.

Quick Sign-Up, Easy Rewards, Seamless for Your Operation

Register Online at aegrewards.com

Complete the Quick sign-up form

Start Earning and Redeeming rewards

AEG Contract Fuel Purchase

1 Gallon = 1 AEG Point

AEG Carnet Card Fuel Purchase

1 Trip Support = 1 AEG Point

AEG Flight Support Services

Point Value

1 AEG Point = $0.01

Promotion!

With the AEG Carnet Card and Rewards Program, your FBO gains more traffic, greater customer satisfaction, and stronger loyalty, all backed by AEG's trusted global network.

- **AEG will offer double AEG Rewards points at no additional cost throughout the term of the Agreement for special events and marketing campaigns.**

8. Marketing, Advertising and Promotions

AEG Connect puts the power of a global aviation marketing platform to work for your FBO, promoting your brand through leading industry publications, high-traffic aviation sites, and targeted digital strategies.

Global Visibility
Featured in top aviation outlets like Aviation International News, Professional Pilot, Business Aviation Magazine and more.

Digital Reach
Promotions on AirNav, Acukwik, FltPlan.com, and the AEG Fuels online ordering platform.

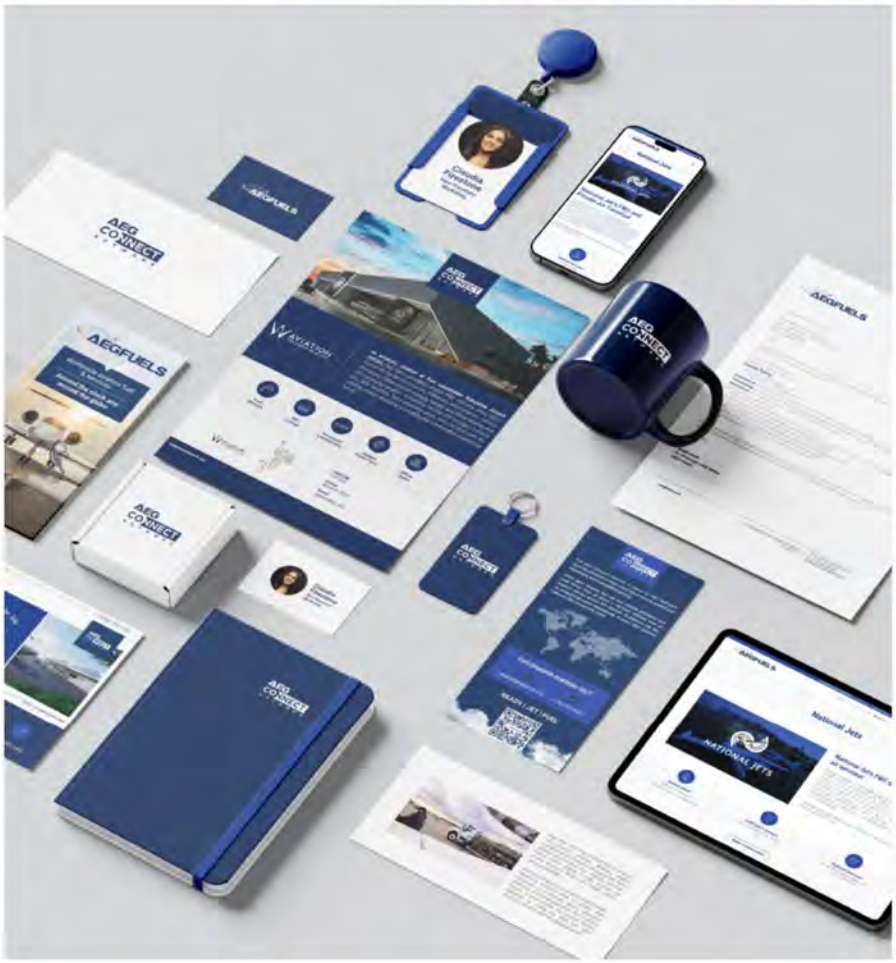
Exclusive Exposure
Press releases, social media spotlights, website features, quarterly newsletters, and monthly email campaigns.

Dedicated Experts
Aviation marketing professionals working on your behalf, at no cost.

Customized Plans
Tailored strategies including digital marketing, cooperative advertising, rewards programs, and full brand identification.

Trade publications
And digital media negotiation.

New Connect FBO Onboarding Samples



- Announcement Press Release
- Connect Network Website
- Online Ordering Platform
- Spotlight Feature on AEG's Social Media Channels
- Spotlight feature in Network quarterly newsletter
- Email Marketing Content + Data Mining
- Development of FBO yearly events strategy

Marketing & Branding Package

AEG CONNECT NETWORK

Global Recognition Local Impact

AEG puts the strength of a world-recognized aviation brand behind your facility, complete with no-cost branding support to boost your presence and reputation.

01 Outdoor Signage

Expertly designed and installed in collaboration with your team.

02 Equipment Branding

Decals for refuelers plus all required safety and compliance placards provided.

03 Counter Signage

Branded displays to promote AEG programs directly to your customers.

04 Promotional Materials

Offering resources to boost brand visibility and customer engagement. Our program includes a branded welcome package tailored with customer welcome mats, sticky notes, hats, and more.







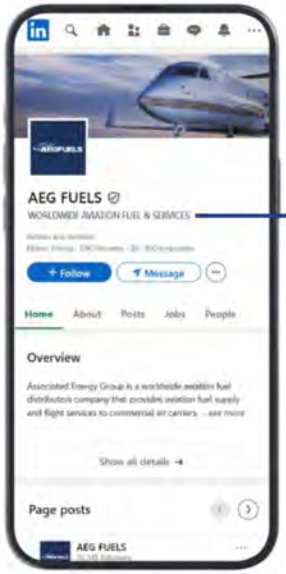






Media Reach & Industry Engagement

AEG CONNECT NETWORK



38K
Followers

Unmatched media reach, global recognition, and free marketing expertise Helping your FBO stand out in a competitive aviation marketplace.

Follow us:

100,000+
Aviation Professionals Reached Annually

50+
Industry Publications & Media Outlets

3,000+
Airports Within Our Global Network

24/7
Digital Exposure Across High-Traffic Platforms

$0 Cost
Access to AEG's In-House Marketing Experts

At AEG, we're committed to supporting special events and community initiatives that strengthen relationships, foster engagement, and uphold the highest standards in aviation worldwide.

Global Presence
Active members of IATA and JIG, ensuring alignment with international aviation standards.

Event Participation
Proud participation in NBAA BACE, NBAA SDC, NATA, IATA, LABACE, Air Ops, CBAA, ALTA, DLA Conference, Malta Aviation Conference and Expo, EBACE, Air Charter Expo and more, driving industry growth.

Exhibit Opportunities
AEG Connect partners are invited to co-exhibit with our team at key shows like NBAA Schedulers & Dispatchers, giving your FBO exposure alongside a global brand.

NATA NBAA SFBAA STXBAA IATA JIG GBAA EBAA

70+
Global Industry Events Annually

25+
Major Aviation Associations Represented

1
Powerful Network for Your FBO

Co-Op Program

AEG CONNECT NETWORK

The AEG Co-Op Marketing Program is a value-added benefit for branded FBO partners, designed to offset local and regional advertising costs while boosting brand visibility across the aviation community.

Earn $.005 per gallon on all gallons.



Flexible Use
Apply funds toward a wide range of marketing initiatives.



- **Web & Digital Advertising**
- **Trade Show Participation**
- **Print Media Campaigns**
- **Social Media Promotions**
- **Uniforms & Branded Promotional Items**
- **Signage, Displays & Facility Branding**

By reinvesting in your visibility, AEG helps you stretch your marketing dollars further, ensuring your FBO stands out locally, regionally, and across the global aviation network.

9. Industry Involvement and Commitment

AEG is committed to supporting special events and community initiatives that strengthen relationships within the aviation industry while fostering meaningful community engagement.



Industry Participation & Special Events - As proud members of the National Air Transportation Association (NATA) and the National Business Aviation Association (NBAA), we also actively contribute to regional organizations such as the South Texas Business Aviation Association (STXBAA), the South Florida Business Aviation Association (SFBAA), and many others. Through these partnerships, we help fund scholarship programs and support initiatives that enhance both our industry and the communities we serve. On a global scale, AEG is a member of the International Air Transport Association (IATA) and the Joint Inspection Group (JIG), underscoring our commitment to upholding the highest standards in aviation worldwide.

Attended Events

- NBAA Business Aviation Convention & Exhibition (BACE)
- NBAA Schedulers & Dispatchers Conference (SDC)
- European Business Aviation Convention & Exhibition (EBACE)
- NATA Aviation Business Conference (ABC)
- NBAA Regional Forums
- NBAA Leadership Conference
- IATA Fuel Forums

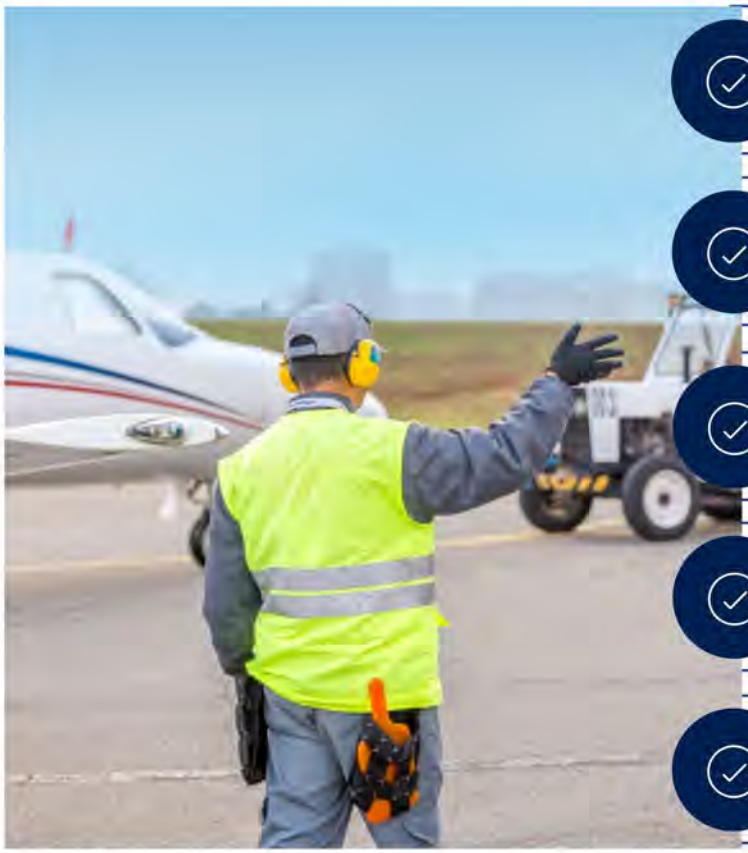
Exhibit Opportunities - AEG attends and exhibits at all major industry events and would be proud to have you exhibit alongside our team. As a member of our AEG Connect Network, you are invited and welcomed to co-exhibit with us in our fuel row during the Schedulers and Dispatchers Conference. A complete list of other events that AEG is involved with is available upon request.

10. Training

AEG will provide a comprehensive training program including *fully subsidized NATA Safety 1st training* covering safety, aircraft refueling, fuel farm operations, quality control, and fire safety.

In addition, the Airport will have access to the AEG Connect Online Safety Officer (OSO) Program, which offers expert-led instruction, monthly sessions, and compliance resources. Quality control and basic fuel farm operation training will be available on a recurring basis to support both new and existing employees. Through this program, every FBO in our network receives built-in access to expert-led safety resources designed to save time, enhance compliance, and keep safety top of mind. *This training and resources are offered at no cost to the City*.

Powered by: NATA POLARIS AERO



Expert Knowledge
Up-to-date guidance on regulations, standards, and best practices from leading FBO safety specialists.

Time-Saving Tools
Ready-to-use committee meeting materials and monthly safety promotion content.

Compliance Support
Covers Safety Management Systems (SMS) and IS-BAH fundamentals for certification readiness.

Live Training
Monthly one-hour hosted sessions with electronic safety materials provided.

OSO Platform Tools
Monthly checklists, industry safety alerts, and accident case studies.



Jose Vera
AEG Connect Safety Specialist

Jose Vera is a U.S. Marine Corps veteran with over 20 years of experience in logistics, operations, and transportation safety. He specializes in aviation fuel, fleet management, and compliance, bringing a results-driven focus on safety and operational excellence to AEG Fuels.
C. 928.388.5465 - E. jvera@aegfuels.com

AEG Promise

By combining knowledge and efficiency, the AEG Connect Safety Program empowers FBO managers to stay ahead on compliance, streamline safety initiatives, and foster a culture of safety across every operation.

11. Liability Insurance

AEG confirms full compliance with all insurance requirements outlined in the RFP, including commercial general liability, pollution liability, automobile liability, workers' compensation, and environmental impairment coverage. Our policies meet or exceed the City's minimum limits and will name the City of Winter Haven as an Additional Insured where applicable.

In addition to AEG's internal insurance coverages, all approved fuel carriers—such as Techno-Fuel, Inc. and other vetted partners—maintain liability, automobile, hazardous materials, and pollution insurance consistent with federal and state regulatory standards. Each carrier is required to provide Certificates of Insurance demonstrating adequate coverage for the transportation of aviation fuel, ensuring the City is fully protected throughout the delivery process. Certificates of Insurance for these carriers are included with this proposal.

$50,000,000 Extended Liability Insurance Program

AEG Connect FBOs may also participate in a $50,000,000 Extended Liability Insurance Program* which provides excess products liability coverage for aviation fuel supplied under this Agreement. This program offers up to $50 million in additional protection for losses arising from the sale of AEG-branded aviation fuel, at no cost to the City. The program requires underlying liability coverage of at least $1,000,000 Combined Single Limit, naming AEG as an additional insured, and becomes effective upon issuance of a certificate by AEG's insurance provider. This extensive excess coverage further strengthens the overall insurance framework provided to the City and exceeds all requirements specified in the RFP.

*Excess Umbrella Products Liability Coverage Details: Purchaser is eligible to participate in Seller's excess umbrella products liability coverage with limits of $50,000,000 each occurrence and in the annual aggregate. Purchaser will be a Certificate Holder and an Additional Insured hereunder but only with respect to liabilities arising out of the storage (excluding any pollution or environmental impairment liability of any kind whatsoever), handling, distribution, and sale of dedicated AEG Fuels aviation fuel products by the Certificate Holder. As such, commingling of fuel products sourced by any other fuel providers is not allowed and would nullify coverage under this program. Coverage afforded hereunder to the Certificate Holder shall be excess over all other valid and collectable primary insurance carried by the Certificate Holder who agrees to maintain a minimum primary aviation product's liability limit of $1,000,000 Combined Single Limit each occurrence and in the annual aggregate and with AEG Fuels included as an Additional Insured. Failure by the Certificate Holder to maintain said primary insurance or if the Certificate Holder ceases to be an authorized AEG Fuels dealer, then the excess coverage shall be null and void at the time of such failure or cessation. An overall total annual aggregate limit of $50,000,000 Combined Single Limit applies to all claims or occurrences under the policy for AEG Fuels dealers participating in the excess products liability coverage. The effective date of excess coverage afforded to the Certificate Holder is deemed to be the date of issuance of this Certificate.

If our product is questioned or referenced in connection with an aircraft incident or accident, we will cooperate with the City by providing available documentation related to the delivery, handling, and quality control of the fuel supplied. Upon notification from the City, we will review the relevant records within our possession, assist in pulling product samples for testing as appropriate, and share factual information necessary to support the City's internal assessment or its response to inquiries from authorized agencies. Any investigation into the cause of an incident remains solely the responsibility of the designated regulatory or investigative authorities, and our role will be limited to supplying documentation and information related to the fuel delivered. We will maintain communication with the City throughout this process and respond to information requests to the extent they pertain to product supplied under this agreement.

In addition, AEG maintains comprehensive fuel quality, safety, and environmental oversight manuals that outline established industry practices for fuel handling, documentation, testing, and operational controls. These materials reflect recognized standards such as ATA 103, ASTM fuel specifications, and NFPA guidance. While the City and Airport may already follow their own established procedures, these manuals are available to support and complement existing practices and may serve as a reference resource should the Airport wish to review or enhance any aspect of its fuel management program.

RFP Section XI - Cleanup and Containment of Fuel Spills

AEG Fuels maintains a comprehensive Emergency Action Plan and Emergency Cleanup Policy supported by both the AEG Aviation Fuel Handling Manual and the emergency response procedures contained within each carrier's operations manual. These documents outline the standardized steps to be taken in the event of a fuel spill, including immediate hazard assessment, stopping product flow, securing the area, notifying authorities, initiating containment, and supporting regulatory reporting requirements. As AEG utilizes a network of qualified, vetted carriers, spill response procedures apply consistently across all hauling partners. Techno-Fuel, Inc., as an example of one such carrier, maintains 24/7 operational readiness and established spill-response protocols.

Emergency contacts: AEG 24/7 Dispatch at 305-913-5253, and Techno-Fuel's 24/7 Qualified Individual at 561-251-8681. Additional carrier emergency contacts will be provided to the City as part of ongoing operations. Full copies of both AEG's Emergency Action Plan and example carrier emergency procedures are included at the end of this proposal to demonstrate compliance with Section XI.

Fuel Farm

AEG is committed to supporting the safe and efficient operation of the Winter Haven Regional Airport fuel farm. Through our established partnerships with trusted industry experts such as Garsite, we can provide comprehensive evaluations of the Airport's existing fuel-handling equipment, storage systems, and related infrastructure. These assessments may include recommendations to enhance reliability, safety, regulatory compliance, and operational performance.

Any improvements identified through these evaluations would be discussed collaboratively with the City, and the scope, timing, and nature of associated costs would be addressed at the time the need is defined.

Airport Facilities

In addition to fuel farm support, AEG is prepared to assist the Airport in identifying opportunities to improve overall fueling-related facilities, infrastructure, and operational workflows. Leveraging our industry network and technical resources, we can coordinate evaluations of equipment, fueling systems, and service processes to help the City plan for enhancements that best support operational efficiency and long-term growth.

As with fuel farm improvements, any facility investment considerations would be reviewed jointly with the City, and financial or contractual terms would be determined when specific needs are identified.

Investment in Advertising and Promotion of Winter Haven Regional Airport

- **$25,000 Business Development Funds**

While AEG is not proposing direct capital investment in fuel farm or facilities infrastructure, we are committed to supporting the Airport's commercial visibility and business development objectives. To that end, AEG will provide $25,000 in business development funds dedicated to promoting Winter Haven Regional Airport through targeted marketing initiatives, industry events, and customer-acquisition efforts. These funds may be used to support attendance at key trade shows, participation in aviation conferences, or other outreach opportunities that elevate the Airport's profile within the general aviation and business aviation communities.

AEG's in-house marketing department will partner closely with the Airport to develop customized campaigns—both digital and print—designed to increase awareness, highlight service capabilities, and attract new operators. Additionally, AEG's contract fuel sales team will actively market Winter Haven Regional Airport to our global network of operators and flight departments, working to drive traffic, increase fuel volume, and strengthen the Airport's competitive positioning. Through this combined support, AEG offers a direct investment in the Airport's growth and visibility, aligned with the City's long-term goals for economic development and operational expansion.

D. Section IV: Assigned Personnel

AEG has assembled a dedicated team of seasoned professionals to support your FBO's success within the AEG Connect Network. With deep expertise across the aviation industry, our team is prepared to assist you with daily operations, marketing, logistics, quality control, and any urgent needs that may arise. From sales and marketing to fuel management, safety, training, and FBO development, our specialists work to ensure you always receive the highest level of support.



Iris Laria
Director FBO Sales

Mrs. Laria who has over 25 years of aviation experience, joined AEG in 2021 developing the bulk branded segment of the AEG business. She comes with a rounded experience in the aerospace industry having worked in the private aviation/FBO segment, aviation real estate and development, mergers and acquisition and airline support segments of the industry. Iris' proven ability to develop relationships and partnership mentality have allowed her to refine and expand the Connect Network in her tenure.



Chris Clementi
Chief Executive Officer

Mr. Clementi is a visionary CEO who spearheads AEG's strategic expansion into new markets, cultivates supplier and customer alliances, steers the global sales force to success, and adeptly navigates complex international tax and legal domains. Under his leadership, AEG has achieved sales growth and cultivated a multifaceted customer portfolio.



Ken Frazier
Senior Manager FBO Assets

Frazier joined the company in 2022 with over 25 years of experience in aviation fueling equipment manufacturing, sales and leading service, maintenance and parts programs for aircraft refuelers and fuel farm platforms.



Claudia Firestone
Vice President Marketing

Prior to joining AEG, Claudia served as the Marketing Manager at Fountainbleau Aviation, where she gained extensive experience in marketing FBOs. She leads AEG's marketing efforts, driving brand growth and promoting our FBO partners. Claudia holds a Bachelor's degree and an MBA from the University of Miami.



Marc Ramthun
Vice President General Aviation Marketing

Marc has over 25 years of aviation experience, including a successful career at CSI Aviation. At AEG, he leads the contract fuel team and plays a key role in FBO sales. Marc holds a BBA from Western New Mexico University and is a veteran of the Army National Guard, serving as an Aviation Operations Specialist.



Kurt Brulisauer
Senior Vice President and Segment Leader

Kurt brings over 20 years of aviation experience to AEG, having held senior roles at AirTran Airways, RegionalOne Inc., and Silver Airways. At AEG, he provides strategic leadership to the General Aviation segment. Kurt holds a B.A. from Embry-Riddle Aeronautical University and an MBA from Georgia Tech's Scheller College of Business.

Fact Check!

We believe a better business makes for a better world and for better people. The AEG Fuels team is represented by 37 nationalities, and over 20 languages are spoken throughout our organization. The AEG team is often referred to as one happy, international family.

E. Section V: Subcontractors

AEG will utilize qualified common carriers to transport aviation fuel from designated terminals to Winter Haven Regional Airport. These carriers operate as subcontractors solely for the purpose of fuel transportation and will perform no additional functions under this contract.

AEG takes great care in vetting our carrier partners to ensure they adhere to our strict policies and standards. All approved carriers are required to utilize grade-dedicated trailers to maintain safety, product integrity, and operational consistency. In addition, every driver hauling aviation fuel on behalf of AEG must complete AEG's proprietary driver training program, which ensures that all personnel meet our expectations for quality, efficiency, and regulatory compliance. This comprehensive oversight allows us to maintain a reliable and professional network of carriers who share our commitment to safe and consistent performance.

For this agreement, carriers will be responsible for:

- Loading aviation fuel at designated terminals
- Transporting aviation fuel in full compliance with federal and state hazardous materials regulations
- Delivering fuel to the Airport's designated bulk storage location
- Maintaining required documentation, safety practices, and regulatory compliance throughout transport
- Certificates of Insurance for carriers assigned to this contract are included with our proposal.

Primary Carrier: Techno-Fuel, Inc. 4700 Southwest 30th Street, Davie, FL 33314
Back-up Carrier: Samuel Coraluzzo Co. Inc.





F. Section VI: Conflict of Interest

AEG has reviewed the requirements of this solicitation and confirms that no conflicts of interest exist regarding our work on behalf of the City of Winter Haven. Our current and planned activities do not present any actual or potential conflicts with the services required under this contract. AEG remains fully independent and committed to performing all duties for the City without any competing obligations that could affect our performance.

AEG Summary Offering

AEG CONNECT NETWORK

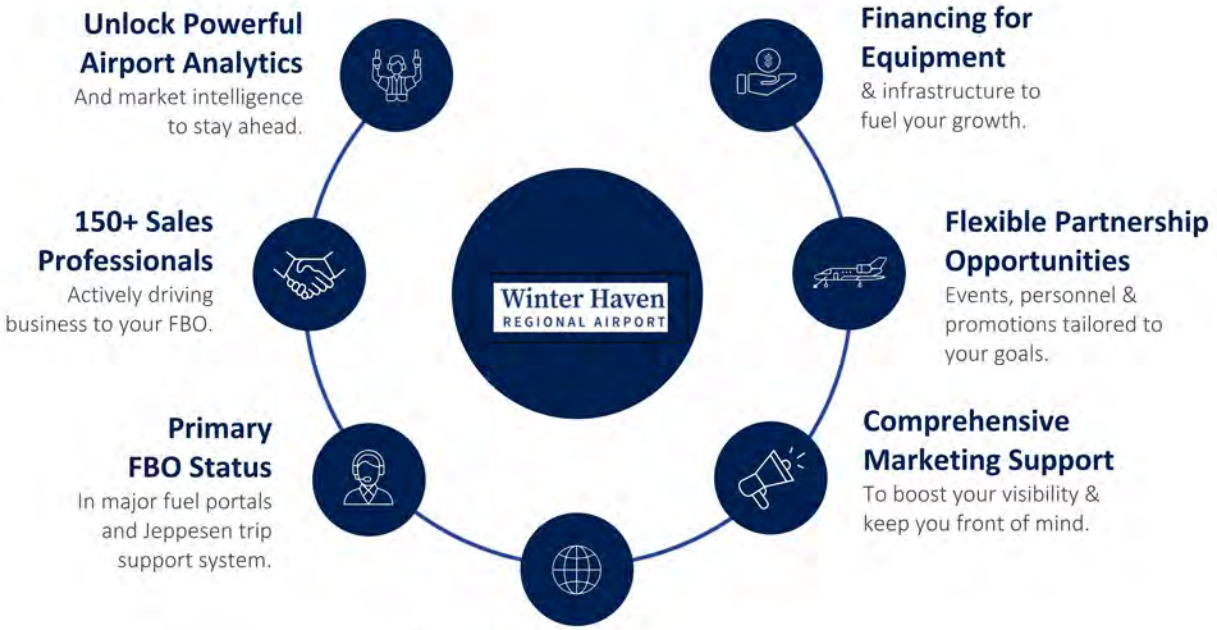
Business Development Funds	**Value: $25,000**
• $25,000 Business Development Funds	
- AEG will provide up to $25,000 over the term on the contract to support your FBO	
- Use for targeted advertising campaigns that our Marketing team engage with you on	
- Tradeshow participation such as S&D and regional and state shows to increase awareness	
Marketing Support	**Value: $ 61,000**
• Annual marketing programs provided through the AEG Connect Network	
• Print, web & digital advertising targeted campaigns to attract new customers	
• Cooperative Advertising at $.005 per gallon earned	
• Onboarding Branding Box – Welcome items for immediate customer engagement	
• Quarterly promotional item restock for ongoing brand reinforcement	
• AEG Fuels signage and truck branding	
World Class Training Resources	**Value: $ 7,500**
• Unlimited NATA Safety 1st Training support reimbursement for training modules	
• Insurance: $50,000,000 Extended products liability insurance program at no cost	
AEG Rewards	**Value: $ 5,000**
• Double AEG Rewards points promotion available for 60 days after contract start and during special events at no additional cost.	

Total	**Value: $99,000 over 5 years**

The AEG Promise

AEG CONNECT NETWORK

AEG Connect isn't just fuel supply; it's your growth engine.



Unlock Powerful Airport Analytics
And market intelligence to stay ahead.

Financing for Equipment
& infrastructure to fuel your growth.

150+ Sales Professionals
Actively driving business to your FBO.

Flexible Partnership Opportunities
Events, personnel & promotions tailored to your goals.

Primary FBO Status
In major fuel portals and Jeppesen trip support system.

Comprehensive Marketing Support
To boost your visibility & keep you front of mind.

Access to Global Network
42,000+ aircraft including military, government, scheduled operators, special event charters, federal agencies, freight & cargo, corporate flight departments, and foreign emissaries.

With AEG Connect, your FBO doesn't just compete, it wins.
Select Connect FBOs see a 20% increase in annual volume.

AEG Business Intelligence

From Observation to Opportunity

AEG's Business Intelligence team geofences airports, giving you visibility into tail-level flight details such as timing, origin, destination, and estimated uplift. With this information, FBOs can identify actionable patterns, like transient operators using a competitor's ramp. Cross-referencing this with heat and flow data reveals when and where this activity peaks, helping teams target conversions that drive measurable results.



The Competitive Edge in Every Insight

AEG Business Intelligence delivers a high-confidence layer of market visibility that helps FBOs:

- **Focus on**
  High-Value Operators
- **Maximize**
  Conversion and Retention Opportunities
- **Quantify**
  Performance Against Competitors

This is data with direction—insight that transforms observation into advantage.

AEG Business Intelligence

Precision data. Actionable insights. Competitive clarity.



Industry Leading Contract Fuel Program

AEG CONNECT NETWORK

Delivering new traffic & customer loyalty to our Connect partners



AEG is one of the industry leaders in:

- General Aviation
- Military & Government
- Charter Traffic

Benefits to FBO

- AEG sales & marketing teams become an extension of you
- 0% processing + fast payments
- 42,000 + aircraft supported

Benefit to Aircraft Operators

- 24/7/365 support
- Exclusive savings through AEG purchasing power and tax exemption program
- Extended payment terms

AEG Promise

For operators, the program means savings, convenience, and global consistency. For FBOs, it drives new traffic, customer loyalty, and competitive positioning in today's aviation marketplace.

AEG Trip Support: Driving FBO Traffic

AEG Trip Support does more than provide flight planning and fueling—it actively directs traffic to AEG Connect FBOs, creating measurable value for network members. Through integrated trip coordination, global operator relationships, and technology-driven solutions, AEG ensures that Connect FBOs are positioned as the preferred choice for operators worldwide.



POWERED BY JEPPESEN
A Boeing Company

Data-Driven Referrals

By analyzing operator trends and matching them to FBO capabilities, AEG proactively routes flights to Connect locations best suited for service.

Relationship Building

AEG serves as the liaison between operators and FBOs, fostering long-term business relationships that grow loyalty and repeat traffic.

Integrated Technology

Through partnerships like Boeing Jeppesen, Connect FBOs appear directly in trip planning platforms, increasing visibility during route and fuel selection.

Global Operator Network

With thousands of flight departments, charter operators, and corporate clients relying on AEG Trip Support, our team consistently highlights Connect FBOs as trusted, service-focused options.

Preferred FBO Placement

When operators use AEG Trip Support for routing and fueling, Connect FBOs are prioritized in planning tools, fueling recommendations, and booking systems.

By combining trip planning expertise, global reach, and operator trust, AEG Trip Support turns every planned journey into an opportunity for Connect FBOs to capture new business and strengthen customer relationships.



Testimonials

AEG CONNECT NETWORK



"AEG continues to invest in promoting its partners through key industry events, sponsorships, and co-branded marketing initiatives. Their commitment to shared growth and long-term collaboration reinforces AEG's value as a strategic partner dedicated to our continued success."

Frank Devaux
Embassair

EMBASSAIR

"AEG's customer support is exceptional. Their proactive, client-first approach ensures every inquiry is handled promptly and seamlessly. Their commitment to excellence and attention to detail make collaboration effortless, setting a high standard for what a true service partnership should be."

Geof Heck
Aero Center

AERO CENTER TALLAHASSEE

"From day one, AEG has proven to be an exceptional partner. Their team goes beyond fuel supply—offering insight, guidance, and hands-on support that have boosted both client volume and margins. Their personal engagement has elevated our operations and transformed the overall customer experience."

Julie Cheatwood
JetSet FBO

JETSET FBO

"AEG provides reliable fuel quality, consistent communication, and outstanding service. Their marketing expertise has helped us identify opportunities, execute targeted campaigns, and analyze performance with precision. The result is a partnership that delivers measurable value both financially and strategically."

Robert Grant
National Jets

NATIONAL JETS

"AEG Fuels consistently upholds the professionalism and operational excellence that align with Million Air's high standards. Their sales and marketing support have strengthened our visibility and brand impact, making AEG a trusted, results-driven partner across our network."

Jodie Kaluza
Million Air

MILLION AIR

Partner Offerings

AEG CONNECT NETWORK

AEG has built strategic relationships with leading aviation partners, giving FBOs access to exclusive programs, services, and discounts that enhance efficiency, elevate service, and drive profitability.

Uniforms
Vestis, UniFirst.

Software Solutions
X1FBO, FlightBridge.

Fuel Management
AFSI

Trucks & Equipment
Garsite, SkyMark, Rampmasters, Beta Fueling.

Technologies
Fortbrand, Global De-Icers.

Fuel Farms & Equipment
American Environmental, Fuel Gard, Mascott, Aba-Con, Fuel Tech, Bassco, QT Pod, Madison Environmental.

Ground Support Equipment
TLD, Aero Specialties, Mercury GSE, Legacy Aviation, ITW, Tronair, JBT Aerotech, Textron GSE, Aero Servicios.

Safety & Training
NATA, Moylan Safety Services, Aviation Training Academy.

AEG Promise

Through these partnerships, AEG Connect delivers advanced tools, exclusive savings, and world-class expertise, helping FBOs streamline operations, improve customer experience, and strengthen their competitive edge.

X1FBO · TEXTRON GSE · POLARIS AERO · NATA · GARSITE

Save 15%
on Parts at Garsite!

AEG Connect customers receive an exclusive discount on all parts orders at **garsite.com**

Facet Filtration Group — Filter Elements	 Fueling Hoses
 Nozzles	GAMMON QC Parts

Sustainability Initiatives

AEG is committed to advancing environmental integrity in aviation through our Sustainable Aviation Fuel (SAF) and Carbon Offset Programs. These initiatives give FBOs and their customers the tools to reduce their carbon footprint, meet industry sustainability goals, and demonstrate leadership in responsible aviation.

Low-Carbon Alternative
SAF reduces greenhouse gas (GHG) emissions compared to conventional jet fuel.

Flexible Access
Order SAF directly into-wing or participate in our Book & Claim Program for immediate carbon-reduction benefits, even if SAF isn't physically available at your airport.

Trackable Impact
Customers can view SAF availability, purchase with ease, and monitor verified GHG reductions to measure progress toward environmental targets.





Balance Emissions
Through investments in certified, CORSIA-compliant carbon projects.

Every Credit
Represents a real, measurable reduction verified by trusted registries such as the American Carbon Registry (ACR).

Demonstrates a Clear
Commitment to carbon neutrality and sustainable growth.

AEG Connect FBOs that promote SAF and Carbon Offsets stand out as sustainability leaders, attracting eco-minded clients, elevating brand image, and helping shape a greener future for aviation.

Addendum 1

Bid Forms

Certificates of Insurance

AEG and Carrier Manuals

ATTACHMENT 'A'
RFP-26-05 Submittal Cover Page

December 12, 2025
Date

Associated Energy Group LLC
Name of Company

Kat Thomas
Authorized Signature

Kathleen Thomas — Director, FBO Sales Administration
Printed Name — Title/Position

701 Waterford Way, Suite 490
Physical Address

Miami, — FL — 33126
City — State — Zip

kthomas@aegfuels.com
Email address

305-913-5253 / 305-262-6080
Telephone Number / Fax Number

Received Addenda #'s Q&A received on 12/12/25

List all "Professional Association/Sub-Consultants' (companies that you will be in association with for this project):

AEG will utilize the following transportation companies to deliver fuel:

Techno-Fuel, Inc

Samuel Coraluzzo Company, LLC

Key Team members and addresses of principal office:

Iris Laria, Director, FBO Sales (Single point of contract/account manager)

Kathleen Thomas, Director, FBO Sales Administration (Contracts and account set-up lead)

Brian Gort, Sr. Manager Inventory & Logistics and Minor Delgado, Bulk Dispatcher III (Support for fuel deliveries)

Attachment 'B'

Affidavit of Prime Bidder

Non-Collusion: The Contractor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Drug-Free Workplace: The Contractor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Affidavit Certification Immigration Laws: City of Winter Haven will not intentionally award City contracts to any contractor/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

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

Kathleen Thomas
Name – printed

Kat Thomas December 12, 2025
Signature / Date

Director, FBO Sales Administration
Title

Attachment 'E'

Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

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

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

Firm Name Associated Energy Group LLC

Signature Kat Thomas

Name and Title Kathleen Thomas, Director, FBO Sales Administation

Date 12/12/2025

Attachment 'C'

Affidavit Regarding the Use of Coercion for Labor and Services

State of Oregon
County of Marion

Name of Vendor: Associated Energy Group LLC

Address: 701 Waterford Way, Suite 490, Miami, FL 33126

Phone Number & Email: 305-913-5253 kthomas@aegfuels.com

Authorized Representative's Name: Kathleen Thomas

Authorized Representative's Title: Director, FBO Sales Administration

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.

Kat Thomas
Signature of Kathleen Thomas

The foregoing instrument was acknowledged before me this 12th day of December, 2025, by Kathleen Thomas, as Authorized Rep of Associated Energy, a Vendor, on behalf of the said Signer who is (___) personally known to me or (✓) produced a _____ driver's license as identification.

Notary Public, State of Oregon
Commission no.: 1034230
My commission expires: 02/23/2027

OFFICIAL STAMP
MIKAELA BENSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1034230
MY COMMISSION EXPIRES FEBRUARY 23, 2027

Attachment 'D'

Affidavit Regarding Foreign Countries of Concern

State of Oregon
County of Marion

Name of Vendor: Associated Energy Group LLC

Address: 701 Waterford Way, Suite 490, Miami, FL 33126

Phone Number & Email: 305-913-5253 kthomas@aegfuels.com

Authorized Representative's Name: Kathleen Thomas

Authorized Representative's Title: Director, FBO Sales Administration

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.

Kat Thomas
Signature of Kathleen Thomas

The foregoing instrument was acknowledged before me this 10th day of December, 2025, by Kathleen Thomas, as Authorized Rep of Associated Energy vendor, on behalf of the said signer who is (___) personally known to me or (✓) produced a _____ driver's license as identification.

Notary Public, State of Oregon
Commission no.: 1034238
My commission expires: 02/23/2027

OFFICIAL STAMP
MIKAELA BENSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 1034230
MY COMMISSION EXPIRES FEBRUARY 23, 2027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown Insurance Services, Inc.
1201 W Cypress Creek Rd
Suite 130
Fort Lauderdale FL 33309

CONTACT NAME: 053.certs@bbrown.com
PHONE (A/C, No, Ext): (954) 776-2222 FAX (A/C, No): (954) 776-4446
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance Company	32620
INSURER B : Landmark American Insurance Company	33138
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Techno-Fuel, Inc
4700 SW 30th st
Davie FL 33021

COVERAGES **CERTIFICATE NUMBER:** CL259914688 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	MVP830000600	09/12/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] MCS90	Y	Y	MVP830000600	09/12/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Trailer Interchange	$ 2,000,000 $ $ $ $ 100,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0	Y	Y	LHA608778	09/12/2025	07/01/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MVW830000600	09/12/2025	07/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured when required by written contract on a primary and noncontributory basis with respect to General Liability and Automobile Liability, Waiver of Subrogation applies in favor of the Certificate Holder with regards to all policies showing on this Certificate, as required by contract. Auto Liability includes MCS-90 and Pollution Liability Broadened Coverage for Covered Autos as per form CA9948 1013.

CERTIFICATE HOLDER
Associated Energy Group, LLC
701 NW 62nd Ave Suite 490
Miami FL 33126

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

 © Insurance Services Office, Inc., 2011

Client#: 34047 SAMUE1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/02/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Rosa Phelps
eMaxx Insurance Services, LLC. 500 Edgewater Drive, Suite 570 Wakefield, MA 01880 978 531-1822	PHONE (A/C, No, Ext): 978 531-1822 FAX (A/C, No): 978-531-4847 E-MAIL ADDRESS: rphelps@emaxxgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Houston Specialty Insurance Company	12936
INSURER B : Imperium Insurance Company	35408
INSURER C : eXS Insurance Company	
INSURER D : Travelers Commercial Insurance Company	36137
INSURER E :	
INSURER F :	

INSURED
Samuel Coraluzzo Company, Inc.
c/o CT Insurance Services, LLC
P.O. Box 597
Hammonton, NJ 08037

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	X	ECAP1HSGL00002306	12/31/2024	12/31/2025	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X Contractual Liab.						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY	X	X	ECAP1IICCA00002306	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS90 X CA9948							$
A	UMBRELLA LIAB X OCCUR	X	X	ECAP1HSCX00002306	12/31/2024	12/31/2025	EACH OCCURRENCE	$4,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	ECAP1IICWC00002306	12/31/2024	12/31/2025	X WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess	X	X	ECAP8EXSX00000203	01/15/2025	01/15/2026	5,000,000	
D	Motor Truck Cargo			QT6306T300113TIA24	12/31/2024	12/31/2025	150,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Names Insured's: Emergency Response Fueling Services LLC, CT Bulk, Inc.,Torrissi Transport LLC, Spartan Tank Florida LLC, Torrissi Service LLC, Penco FLA LLC, Penco Leasing LLC.
Pollution Liability applies per form # CA9948.

CERTIFICATE HOLDER

Associated Energy Group LLC
701 NW 62ND AVE SUITE 490
Miami, FL 33126

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian K. McCarthy

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Fuel Carrier Training Manual

PREPARED BY
AVIATION FUEL SOLUTIONS INC.

Version 1.0

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DOCUMENT CONTROL

Revision No.	Revision Date	Revised Pages	Reason	Approved
Version 1	01/04/23	ALL		

Introduction

Associated Energy Group

Associated Energy Group (AEG) is a global marketer of aviation jet fuel. AEG's broad range of customers include passenger and cargo airlines, the US and foreign militaries, heads of state, royal flight departments, corporate and charter operators, fixed base operators and fuel resellers. The AEG Network consists of 1800 suppliers and agents in 140 countries, providing coverage at over 2700 airports and growing. With offices in Miami, Houston, Tahoe, London, Dubai and Singapore, the AEG team can liaise locally in markets with customers and suppliers to provide the highest degree of service.

AEG does not own nor operate fuel facilities and infrastructure such as Jet fuel tanks, pipelines, Airport tank farms, mobile fuelling equipment and hydrant refuelling systems. The logistics of supply from "well to wing" is managed entirely by AEG's contracted suppliers and into-plane companies who deliver fuel into-wing to AEG's customers at various locations worldwide. Indeed, AEG serves its customers through a network of longstanding direct relationships with ISO certified companies which include multinational oil companies, national suppliers, local refiners, and into-plane companies around the world.

AEG Training Program

AEG, in partnership with Aviation Fuel Solutions International Inc., have developed a driver certification program to ensure the on-specification loading and delivery of aviation fuel at terminals and promote a positive safety standard for all operative drivers contracted under AEG.

Successful candidates of the program will receive a certificate indicating that they are qualified to operate bulk tanker trucks involved with transporting aviation fuel products within the supply chain under AEG contract. Drivers will be required to hold proof of their certification on the job.

For training purposes, individuals without the certification may load and unload fuel under AEG contract when under the direct supervision of a driver with a valid AEG driver certificate.

Driver Certification Requirements

In order for a driver to obtain AEG certification, the below requirements must be met:

- Hold a valid driver's license
- Hold a valid HazMat Endorsement Training Certificate
- Have loaded and unloaded previously under the supervision of a certified driver

- Have received basic emergency response training
- Be familiar with loading and unloading rack rules and procedures
- Have completed the AEG online training

Upon successful completion of AEG's driver training program, a certificate of training will be issued to the driver valid for a period of 3 years.

Aviation Fuels

Aviation fuels are petroleum-based fuels, or petroleum and synthetic fuel blends, used to power aircraft. They have more stringent requirements than fuels used for ground use, such as heating and road transport, and contain additives to enhance or maintain properties important to fuel performance or handling. They are kerosene-based (JP-8 and Jet A-1) for gas turbine-powered aircraft. Piston-engine aircraft use leaded gasoline (AVGAS) and those with diesel engines may use jet fuel (kerosene).

Aviation fuels require the most stringent care, testing, quality control and handling. Hence, drivers loading, unloading and transporting these fuels require additional training for quality control, product testing, documentation and delivery.

Drivers handling aviation fuels must ensure that they are always loading and unloading the appropriate fuel in and out of their tanker trucks. It is important for them to be familiar with the names, color codes and specification of the products they are handling.

Color Coding System

A system of color coding and banding is used to identify aviation fuel products (See Figure 1). A stencil-painted name, product identification tag, color-coding, or banding system are utilized. These identifiers are used for all valves, loading and discharge lines and connections at terminals, bulk storage, airport facilities, hydrant systems, hydrant pits, tank trucks hydrant servicers, or any other point where grade identification is required.

COLOR CODE SYSTEM FOR INDENTIFICATION OF AVIATION FUELS

PRODUCT	LOADING VALVE, JOINTS, VALVES & FITTINGS	PUMP - METER & PIPING FILTER - SEPARATOR	BANDING	MARKING
MOGAS		ALUMINUM ★		UNLEADED REGULAR 89 OCTANE
MOGAS		ALUMINUM ★		UNLEADED PREMIUM 91 OCTANE
AVGAS 100	GREEN	ALUMINUM ★	1- GREEN	
AVGAS 100 LL	BLUE	ALUMINUM ★	1- BLUE	
AVGAS 80	RED	ALUMINUM ★	1 - RED	
JET A	BLACK	ALUMINUM ★	1- BLACK	JET A
JET A - 1	GRAY	ALUMINUM ★	2 - BLACK	JET A-1
JET B	YELLOW	ALUMINUM ★	3 - YELLOW	JET B

★ White is equally suitable.
If piping is fully painted the color shown under the heading "Loading Valve, Joints, Valves and Fittings", then no banding is necessary.

Figure 1: Color Code System for Identification of Aviation Fuels

Kerosene grades of turbine fuel, unlike aviation gasoline, are not normally dyed for identification purpose, but exist in their natural colors ranging from clear to pale yellow. To reduce the chance of contamination and avoid mixing of different grades of fuel, the standard color-coding system described in the table above is approved for most airport fuel servicing systems.

Specifications of Aviation Fuels

Aviation Gasoline

AVIATION GASOLINE (AVGAS) refers to the three current grades of fuel for reciprocating, engine-powered aircraft of any octane rating or performance number. Aviation gasolines are required to meet two levels of antiknock value. The first (or lower) number indicates the antiknock value or octane number under lean conditions comparable to cruise flight conditions. The second (or higher) number in the antiknock value or octane number under rich mixture conditions, which relates to takeoff requirements. These generally range from 80 to 100 (fuel grade tested using lean mixtures) and 87 to 130 (fuel grade tested using rich mixtures). For branding or identification purposes, this numbering system is implied by using only the lean rating number.

- All grade numbers below 100 are called octane numbers. The name is derived from the chemical additive iso-octane. 100 is the highest value that can be derived only by adding other chemicals. These higher values are called performance numbers.

- Fuel types or names may vary between commercial refineries, but are generally classified as:

- Aviation Gasoline 80 – Octane number of 81 – 87, dyed red, used primarily by smaller, low-powered reciprocating engines.

- Aviation Gasoline 100 – Performance number of 100 – 131, dyed green, used primarily by high-powered reciprocating engines and all turbocharged aircraft engines.

- Aviation Gasoline 100LL – Designed to be a universal grade, suitable in either or all the types of engines mentioned above. The LL (low lead) signifies a lower content of tetraethyl lead and is dyed blue for identification purposes.

Kerosene Grade A Fuel

JET Aviation fuels, particularly Jet A or Jet A-1 fuels, are complex mixtures of thousands of different hydrocarbons, therefore these fuels cannot be defined in the same way as pure chemicals by specifying purity and basic properties. Instead, they are described by performance specifications, which list the minimum or maximum limits of acceptable performance boundaries. Most properties are described by empirical test methods, developed to identify a problem area. Because the test methods and the specification limits are based on experience, their validity must be examined and possibly re-established when a fuel is made from a new raw material or has a composition different from past fuels.

Jet A refers to kerosene grades of fuel for turbine-powered aircraft, whatever the trade name or designation. Jet A is the primary fuel used for domestic flights by commercial aircraft because of its' favorable fuel handling and safety characteristics (high minimum flash point and low flammable vaporization relative to other turbine fuels). The low vapor pressure also minimizes evaporation at high altitudes

Only minor differences in operational characteristics are seen in kerosene grades of turbine fuel. For instance, Jet A-1 is similar to Jet A, however, incorporates special low temperature or maximum freeze point qualities that extend its operational range. Because low temperatures may be reached before wax crystals begin to form, Jet A-1 is often preferred for trans-oceanic flights where temperatures become lower at high altitudes and increases flight durations.

Jet A-1 Bonded, is similar to Jet A-1 except that it is either manufactured outside the United States or manufactured in the United States in a state of bond and is not subject to import quotas when used on international flights. Imported fuel is placed in bond and as long as it remains segregated and used only for international flights it is not usually subject to federal or state taxes.

Jet A grades of commercial turbine (kerosene grade) fuels also have military counterparts. For instance, the military equivalent to commercial grade Jet A-1 is JP-8. JP-5 is the military equivalent to commercial grade Jet A.

Wide Cut Grade B Fuel

Jet B refers to all gasoline (naphtha) and kerosene blends of fuel for turbine-powered aircraft, whatever the trade name or designation. Its' principal military counterpart, JP-4, is the standard operational fuel for most of the world's air forces. Its' principal difference is that JP-4 contains an anti-icing additive and a rust inhibitor, whereas Jet B may not
.
Note: JET-B (JP-4) Is only made and used for the Artic or Antarctica Continents Extremally cold Locations.

Specifications Listing

All aviation fuel within the supply chain must meet its designated specification while being handled and/or stored.

Refer to the specifications underlined below needed for your situation.

AVGAS

Commercial

ASTM - D910	Grades	80, 100 and 100LL

Military

ASTM - D910	Grades	80 and 100
DEF STAN 91-090	Grades	80, 100 and 100LL

JET FUEL

Commercial

ASTM - D1655	Grades	Jet A, Jet A-1 and Jet B
DEF STAN 91-091	Grades	Jet A, Jet A-1 and Jet B

Military

USA - MIL-DTL-5624	Grades	JP-4, and JP-5
USA - MIL-DTL-83133	Grades	JP-8
NATO Code F34	Grades	AVTUR/FSII (JP-8)
NATO Code F35	Grades	AVTUR (Jet A-1)
NATO Code F40	Grades	AVTAG (JP-4)
NATO Code F44	Grades	AVTCAT (JP-5)

The table below refers to the ASTM D-1655 detailed specification requirements. Jet fuel delivered into airport storage shall conform to the latest version, ASTM D1655, standards.

ASTM D-1655

Property	Jet A or Jet A-1	Jet B	ASTM Method
COMPOSITION			
Acidity, total, mg KOH/g, max	0.1	…	D 3242
Aromatics, % vol, max	25	25	D 1319
Sulfur, mercaptan, % wt, max	0.003	0.003	D 3227
Sulfur, total, % wt, max	0.3	0.3	D 1266 or D 1552
VOLATILITY			
Distillation Temperatures, °C			
10% recovered, max. temp	205	…	D 86
20% recovered, max. temp	…	145	
50% recovered, max. temp	report	190	
90% recovered, max. temp	report	245	
Final boiling point, max. °F (°C)	300		
Distillation residue, max. %	1.5	1.5	
Distillation loss, max. %	1.5	1.5	
Flash point, °C, min	38		D 56 or D 3828
Density at 150° C, kg/m^3	775-840	751-802	D 1298 or D 4052
Vapor pressure, 38°C, kPa, max	21		D 323 or D 5191
FLUIDITY			
Freezing point, max. ° C	-40 Jet A -47 Jet A-1	-50	D2386
Viscosity -20°C, mm^2/s, max	8		D 445
Net heat of combustion, MJ/kg, min	18 400	18 400	D 1405 or D 2382
COMBUSTION			
One of the following requirements shall be met:			
(1) Luminometer number, min or	45	45	D 1740
(2) Smoke point, mm, min or	25	25	D 1322
(3) Smoke point, mm, min and	18	18	D 1322
naphthalene's, % vol, max	3	3	D 1840
CORROSION			
Copper strip 2 h at 100°C, max	No. 1	No. 1	D 130
STABILITY			
Thermal stability, 2.5 hr. at 260° C:			
Filter pressure drop, mm Hg, max	25	25	D 3241
Tube deposit, less than	Code 3	Code 3	
CONTAMINANTS			
Existent gum, mg/100ml, max	7	7	D381
Water reaction: Interface rating, max	1b	1b	D 1094

Characteristics and Potential Hazards

Aviation fuels are petroleum products generally stored in liquid states. These fuels give off vapors which, when exposed to air and sources of ignition, will burn. They can also cause health hazards from continual contact and breathing in of vapors. Therefore, it is essential that anyone handling these products are familiar with their properties and potential hazards.

Drivers handling aviation fuels must be familiar with the Workplace Hazardous Material Information System (WHMIS) and the Safety Data Sheets (SDS) of the respective fuels. SDSs outline procedures for handling substances in a safe manner. The Occupational safety and health administration (OSHA) requires that all staff and emergency personnel review these documents prior to handling aviation fuel products.

Hazards

- Flammable liquid and vapour.
- Causes skin irritation
- May cause drowsiness or dizziness
- May be fatal if swallowed and enters airways
- Toxic to aquatic life with long lasting effects
- Evaporates slowly. May cause eye and respiratory system irritation.
- Risk of soil and ground water contamination.

Precautionary Considerations

- Keep away from heat, hot surfaces, sparks, open flames and other ignition sources.
- No smoking in the vicinity
- Avoid release to the environment.
- IF SWALLOWED: Immediately call a POISON CENTER/ doctor. Do NOT induce vomiting.
- Avoid breathing vapours.
- Wear Personal Protective Equipment

First Aid

Inhalation	Remove person to fresh air and keep comfortable for breathing. For breathing difficulties, oxygen may be necessary. If breathing stops, provide artificial respiration. Get medical attention if symptoms are severe or persist.
Ingestion	Do not induce vomiting. Get medical attention immediately.

Skin contact Remove contaminated clothing immediately and wash skin with soap and water. Get medical attention if irritation persists after washing.

Eye contact Rinse immediately with plenty of water. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention if irritation persists after washing

Personal Protective Equipment (PPE)

Following safety procedures and wearing the appropriate PPE is the most effective way to maintain a high level of personal safety in aviation fueling operations. Personnel should wear and take advantage of the personal protective equipment (PPE) provided and must always follow the terminal's PPE requirements.



Drivers must wear only clothing made of 100% cotton or cotton blended materials. Fire resistant clothing provides the best protection. Clothing made of 100% synthetic or nylon materials (parkas, snow suits) must be avoided due to static electricity risks.

Wear oil resistant rubber gloves, approved eyewear, hard hats, footwear and fire-resistant clothing that covers the arms and legs (coveralls).

Wear appropriate respirator in cases where concentrations of vapors exceed safety guidelines.

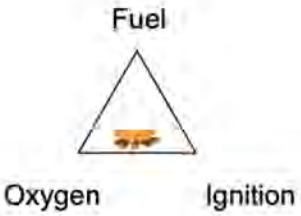
Fire Considerations

Because aviation fuels are flammable under certain conditions, drivers handling the products should be familiar with the nature of fire and the proper ways to control it. Understanding the behavior of fire and how to extinguish it, as well as recognizing possible ignition sources helps prevent property damage and injuries

Vapours of petroleum products provide fuel for fire. Any uncontrolled burning of petroleum vapour is a major threat to life and property.

To produce fires, three things are necessary:

Fuel → Combustible Vapours
Ignition → Source of Ignition
Oxygen → As present in air



If any one element is missing, fire will not occur. Therefore, the following actions should be taken to minimize the risk of fire.

(1) Contain the fuel properly and if there is a fire, eliminate the source of the fuel if safe to do so.
(2) Minimize exposure to ignition sources.
(3) Have fire extinguishers available which can eliminate the oxygen fuelling a fire.

Fire Extinguishers

Trucks, trailers, terminals and customer sites have fire extinguishers in case there is a fire. There are 4 classes of extinguishers based on the type of fire it is used for. Class B extinguishers are used for petroleum fires. Most extinguishers used in the industry are rated for Class A, B, & C.

CLASS A	Combustible Materials (paper, wood, etc.)
CLASS B	Flammable Liquids (petroleum, grease)
CLASS C	Fire Extinguisher Agent is non-conductive (electrical)
CLASS D	Metals

Drivers, as part of their pre-trip inspection, should make sure that their truck is equipped with the correct fire extinguishers for the product class which they are transporting and that the extinguishers are serviceable.

In case of a fire, using the acronym **PASS** is an effective way for drivers to remember how to operate a fire extinguisher.

P-ull- the safety pin
A-im- the nozzle
S-queeze- the trigger
S-weep -the base of the fire

Spills and Fire Incidents at Terminals

Drivers involved with the transport of aviation fuel must be prepared in the eventuality of product spill or fire.

To adequately deal with these incidents, the driver must be familiar with their company emergency procedures and/or at a minimum follow procedures as listed below:

- Ensure their safety and the safety of others around them
- Notify the authorities (Fire, Police, Ambulance)
- Secure the area until the authorities arrive on scene
- Contain the leak/fire if safe to do so
- Remain at the scene to provide assistance to the first responders (Fire, Police, Ambulance).
- Inform authorities of the response expected from the employer, including the role of emergency response contractors and mutual aid plans.
- Report the incident to their employer (as per company emergency response plan).

Spills

It is imperative to take action in the first critical moments after a spill to greatly reduce injuries and damage to the environment. The driver should take a few seconds to determine the fire and safety risk, and if safe to do so, take the following actions:

1. Stop the flow of product.
2. Stop all sources of possible ignition
3. Clear people from the immediate area so that they are clear of danger.
4. Call the fire department, police and your dispatch with information concerning:

    - spill location
    - product spilled
    - injuries
    - potential contamination

5. Assist, as needed, the emergency responders
6. If danger of fire/explosion is removed, then proceed with the following actions.

    - If authorities have not yet arrived, secure the immediate area.
    - Contain the spill using earth or absorbent materials and block off, drains, manholes, culverts, dikes and ditches. Any materials used as absorbents must be removed to a safe disposal area.
    - Assist authorities in cleanup and reporting.

7. Never leave the scene of an accident or spill unattended.

Fires

Drivers handling aviation fuel must be thoroughly familiar with the location and operation of all fire safety equipment on their trucks and loading/unloading terminals.

In case of fire, drivers must ensure their safety and the safety of others. If necessary, they should leave the area and call for help. Only if it is safe to do so should they carry out the following procedures.

1. Immediately implement the terminal's fire emergency procedures.
2. Shut off source of fuel, use emergency shutdown.
3. Disconnect all loading arms and close dome covers if safe to do so.
4. Experience has shown that most fires can be extinguished in the early stages by prompt action with portable extinguishers. Try to smother the fire by directing the fire extinguisher's stream at the base of the flame, but not at the actual product.
5. If practical and safe, remove truck from the area.
6. Always follow terminal fire procedures, even for minor fires that appear to be under control.

Transportation of Hazardous Materials

Thousands of shipments of hazardous materials such as gasoline, propane and pesticides are transported every day on intrastate and interstate roads and highways. The Hazardous Materials Regulations (HMR) are intended to protect the public from the hazards of an accidental spill or leak.

The Hazardous Materials Regulations (HMR) are the minimum requirements for the safe transportation of dangerous goods in commerce. They describe how dangerous goods are classified, communicated, handled, and stowed. The HMR system provides information to everyone who comes in contact with the hazardous materials - including emergency responders, if something goes wrong.

The regulations make sure that:

- a hazmat shipping document describes the hazardous materials (see section below)
- safe packaging helps prevent spills and leaks
- safety marks such as labels and placards provide visual clues about the hazards of the hazardous materials
- emergency actions protect people and the environment in case of a spill or leak

Responsibilities

Everyone who handles hazardous materials, including the person who loads or unloads, is responsible for making sure the goods are transported safely to their final destination.

All the people involved should:

- understand the hazards of each class of hazardous materials
- recognize the hazards shown by labels and placards
- carry a valid training certificate
- handle hazardous materials carefully to prevent spills and leaks
- take action in case of a spill or leak

Shipper (Consignor)

The shipper (sometimes called the "consignor") is the person who prepares the shipment. This might include the person who selects the trucking company and makes arrangements for transport, as well as the person who fills out the shipping document.

The shipper:

- finds out how the hazardous materials shipment is classified under the Hazardous Materials Regulations

- makes sure it's in the proper container
- fills out a hazmat shipping document
- makes sure the container has the right labels and other safety marks
- makes sure the container or vehicle has already been placarded or the driver has any placards that are required

Driver (Carrier)

Before accepting a shipment, the driver:

- makes sure the hazmat shipping document is complete
- makes sure the labels and markings on the tanker truck match the information on the shipping document

Drivers must not accept shipments until the document, labels and markings are complete and correct.

The driver also:

- attaches placards, if required
- makes sure the hazardous materials are loaded and secured properly
- carries the hazmat shipping document with the goods

Receiver (Consignee)

The person who receives the shipment (sometimes called the "consignee")is responsible for making sure the hazardous materials are unloaded safely.

Classification

As part of the driver's responsibilities, they must ensure that the load is identified by the appropriate placards which show the class of hazardous materials being transported and the four-digit UN number identifying the product on their tanker truck.

For the purposes of aviation fuel product loading/unloading and transportation the following will apply:

Class 3: flammable liquids

Jet A-1	UN 1863
Diesel	UN1202
Gasoline	UN 1203



Packing Group

Dangerous goods are broadly classified into three packing groups, based on the degree of danger they pose. As stated in Title 49 of the United States Code of Federal Regulations (49 CFR), a Packing Group means a grouping according to the degree of danger presented by hazardous materials:

- Packing group I indicates great danger
- Packing group II indicates medium danger.
- Packing group III indicates minor danger.

The packing group of a Class 3 material is as assigned in column 5 of the § 172.101 Table (See Below). When the § 172.101 Table provides more than one packing group for a hazardous material, the packing group must be determined by applying the following criteria:

Packing group	Flash point (closed-cup)	Initial boiling point
I		≤35 °C (95 °F)
II	<23 °C (73 °F)	>35 °C (95 °F)
III	≥23 °C, ≤60 °C (≥73 °F, ≤140 °F)	>35 °C (95 °F)

§ 172.101 Hazardous Materials Table

Hazardous materials descriptions and proper shipping names	Hazard class or Division	Identification Numbers	PG	Label Codes
Gasoline includes gasoline mixed with ethyl alcohol, with not more than 10% alcohol	3	UN1203	II	3
Diesel fuel	3	UN1202	III	3
Fuel, aviation, turbine engine	3	UN1863	I	3
			II	3
			III	3

Hazmat Shipping Document

The hazmat shipping document accompanying the hazardous material during transportation must include the following information:

- The UN identification number
- The appropriate shipping name
- The hazard class and sub-hazard if applicable
- The packing group is applicable identified in Roman numerals
- The type and number of packages containing the hazardous materials
- The total quantity of hazardous materials
- Any additional information (according to the 49 CFR 172.203)

An easy way to remember this sequence is to refer to the acronym “ISHP”:

- **I**dentification Number,
- **S**hipping Name,
- **H**azard Class or Division,
- **P**acking Group

It’s essential to include all of the information listed above. Failure to include all relevant information may put the shippers at risk of being cited, and/or may prove fatal for others in case of an accident. (Refer to Bill of Lading in Appendix B for an example of a Hazmat Shipping Document)

Aviation Fuel Quality Control Checks

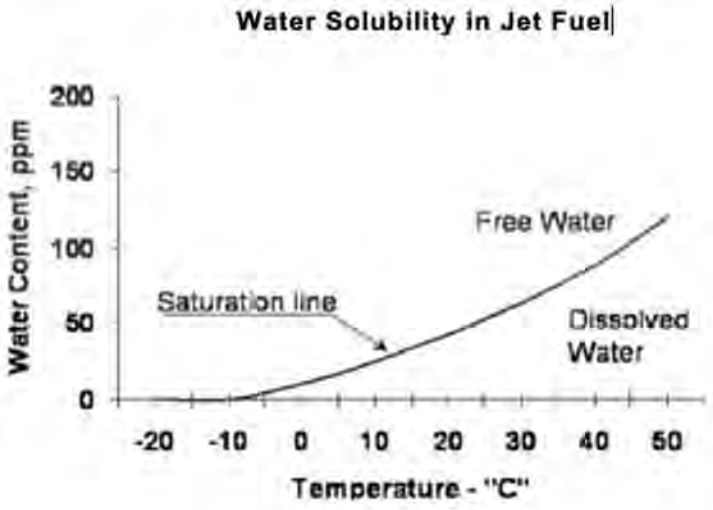
Every load of aviation fuel is to be inspected by following the visual, water, and density tests outlined in this section.

White Bucket Test (Cleanliness of fuel)

The white bucket is a simple but reliable test for detection of significant amounts of water and particulates.

Water occurs in different forms in the fuel:

- Dissolved in the fuel, normally this water cannot be removed from the fuel.
- Suspended or entrained in the fuel. Entrained water can be detected with the naked eyes. The fine droplets of water in fuel reflect light and in high concentration give the fuel a cloudy or hazy appearance.
- Water in high quantity into fuel may be caused by leakage into storage tanks, delivery of water laden fuel, condensation or the coalescence and subsequent settling of entrained water.



Particulate or dirt is normally found in fuel in the form of rust, scale, lint, dust, particles from gaskets and hoses which have been released from the side of the tanks, piping and transportation vehicle

Precautions to be taken prior to test

Person testing fuel should be sufficiently protected to prevent contact with fuel by wearing eye protection, gloves and appropriate apparel.

Apparatus

A bucket, white porcelain lined or stainless steel of a capacity of seven liters (7 L) and with a bonding cable (a separate cable if not equipped, must be provided).

Procedure, method of testing and observation

Bucket must be clean and dry.

a) A static bonding cable must be connected between bucket and the source of sample container, pipe or valve as required.
b) Take a sample at system operating pressure (except samples from a storage tank or transport trailer). Fuel in the drain or line should be removed or displaced before taking sample. Valve should be completely open without causing spill.
c) Fill bucket at least 15 cm of its depth.
d) Place bucket on a level surface and allow it to stand for few minutes to settle sample to ensuring no air bubbles present.
e) Visually inspect and observe the fuel sample to determine presence of free water, particulates, unusual color, haze, floating material and lacy substance layers.
f) Swirling of sample will cause dirt or water to collect at the center of bucket for easier examination.

Evaluation of observations and findings:

a) Observed color of jet fuel should be colorless to a light straw. Color should be similar to previously acceptable test if any.
b) A cloudy or haziness condition in appearance of the fuel sample suggests water contamination.
c) If sample does not appear cloudy, Water detection paste placed at the bottom of the sample bucket will ensure absence of water when the paste used does not change color at the bottom. If it dissolves or changes color in the sample, fuel is not pure and contaminated with unacceptable amount of water.
d) Slime on the bottom surface of container or lacy substance is an indication of Microbiological Contamination.
e) The following definitions in Table 1 and 2 should be considered when inspecting a fuel sample.

Table 1: Particle Appearance (Source ASTM)

Clean	No visible particles, sediment, dye, rust or solids
Slight Particulate	Some fine to small size particles
Particulate matter	Many small particles floating or settled on the bottom
Dirty	Discoloration, many particles floating or settled on the bottom

Table 2: Water Contamination Appearance (Source ASTM)

Bright	No water present after sample settled down after a minute. Sample sparkle
Hazy	Fine water droplets throughout sample Temporary condition due to drop in temperature
Cloudy	Extremely fine droplets or particles throughout sample
Wet	Droplets or free water found at the side of the container or at the bottom
Surfactant or Microbial	Slime on bottom or at fuel water interface, dark brown/black scum or lacy substance
Other Product Cross-Contamination	Unusual appearance, color and odor

Clear & Bright Test

Delivered fuel must be clean, bright and not contaminated with free water. “Clear” is a visual condition of fuel with the absence of cloud, emulsion, visible particulate matter or entrained water. “Bright” is the quality of fuel refers to the shiny and sparkling appearance of clean and dry fuel.

The “bright and clear” condition of the fuel is not dependent on the natural color of the fuel.

The “Clear and Bright” test is a visual check and conducted to detect water or other solid contaminants in the fuel. Evidence of external contaminants renders the fuel as “not suitable for use” and points to a requirement of further laboratory analysis.

Precautions to be taken prior to test

Person testing fuel should be sufficiently protected to prevent contact with fuel by wearing eye protection, gloves, and appropriate apparel.

Apparatus

Glass Jar – a wide mouth glass jar of 7.5 cm (3 in.) in diameter or other similar transparent container. A white paper sheet or light background surface material is a great tool to enhance detection of contaminants.

Procedure, method of testing and observation

Glass Jar must be clean and dry.

a) Care should be observed when opening any pressured drain or tap to prevent splash or spill.
b) Take a sample at system operating pressure (except samples from a storage tank or transport trailer). Fuel in the drain or line should be removed or displaced before taking sample. Valve should be completely open without causing spill.
c) A fuel sample can be taken immediately after taking a white bucket sample described above by dipping the jar into bucket.
d) Place jar with the fuel sample in it on a level surface for a minute to allow any air bubble to rise to the surface.
e) Visually inspect and observe the fuel sample to determine presence of free water and solid contaminants.
f) Swirling of sample would cause dirt or water to collect at the center of the jar and would be visible at the bottom of the vortex.
g) If presence of water is evident, observe the color and appearance of the surface of water where it contacts the fuel.

Evaluation of observations and findings

a) Observed color of jet fuel should be colorless to a light straw. Color should be similar to previously acceptable test if any.
b) A cloudy or haziness condition in appearance of the fuel sample suggests water contamination.
c) Slime on the bottom surface of the jar or lacy substance at the water surface where it contacts fuel is an indication of Microbiological Contamination.
d) The definitions in Table 1 and 2 above should be considered when inspecting a fuel sample.

e) Contaminants found in fuel sample would suggest a need to inspect the source of contaminants and could also be attributed to the failure of equipment or procedures.

Water Detection Test

The water detection test is a pass/fail test available in different sensitivity levels. The test serves to identify entrained or undissolved water in turbine fuel, by volume in concentrations of more than 15 or 30 parts per million or PPM. Checks are at the discretion of the shipping terminal. Testing techniques may vary from supplier to supplier.

Water Detector Capsule Test

Take a sample from each and every compartment and check each product sample with a water detector capsule by:

1. Removing one detector capsule from the container. Replace the screw cap on the capsule container immediately to prevent humidity from discoloring the remaining capsules.
2. Ensure the disc in the detector capsule is a uniform yellow color;
3. Attach the detector capsule to the syringe.
4. Immerse the capsule and half the syringe into the product sample.
5. Withdraw the plunger unit until the product reaches the 5ml mark on the syringe.
6. Slowly swirl the syringe and capsule throughout the sample container for 10-20 seconds.
7. Check the color of the inner wet portion of the capsule and the outer portion protected by the plastic molding.
8. If the center of the detector paper changes to a light green, then there is approximately 10 ppm water contamination. As water contamination increases to 30 ppm, the paper becomes a distinct green. At very high levels of water contamination, it becomes blue/green and then blue/black.
9. If there is a sudden change in normal water content, then a second 5ml sample shall be taken using a new capsule. If both readings are higher than usual, the driver shall notify the terminal staff.
10. Capsules shall only be used once.
11. If any capsule indicates a distinct green that is consistent with water contamination of 30 ppm, then the product shall not be delivered.

Water Detecting Paste Test

Take a sample from each and every compartment and check each product sample for water with water detecting paste. If the paste changes color, Water is present.

Density Test

The density of aviation fuels has to be determined for a variety of purposes. These include product identification, quality control and stock control. Determining density with a thermohydrometer (or hydrometer) uses the fact that the depth of immersion of thermohydrometer (or hydrometer) is a standardized, calibrated float. The hydrometer must be wiped clean and dry prior to using.

All equipment tank compartments must be sampled. Density shall be checked against the posted terminal density by using the following steps on each product sample:

1. Determine the observed density and temperature using equipment provided by the shipper (hydrometer);
2. Correct the observed density to the standard temperature of 60°F (15°C)
3. Compare the observed density with the expected posted terminal density deviation. Fuel is unacceptable and shall be rejected if API Gravity, corrected to 60 °F (15 °C), is not between 37 and 51 °API (775-840 kg/m3). Discontinue fuel transfer or receipt and initiate an immediate investigation to determine if there is fuel contamination or a specification problem if there is a change of more than 1 °API from source as shown on shipping document.

Procedure for Obtaining Observed Density Measurements

Density measurements can be obtained through the use of a thermohydrometer or a thermometer and hydrometer. The testing procedures are the same.

1. Take a sample and transfer it into a clean hydrometer jar without splashing in order to avoid bubbles.
2. Put the hydrometer jar in a vertical position in a place free from air currents to ensure that the temperature of the sample does not change appreciably during the time necessary to complete the test.
3. Wipe the thermohydrometer to ensure it is clean and then gently lower it into the sample. Once it has settled, depress it about 2 scale divisions into the liquid and release it. Gently spin the thermohydrometer when releasing it to help bring it to rest.
4. Once the thermohydrometer comes to rest (ensure that it is not rubbing the sides of the jar) and shows a steady reading, record the temperature of the sample to the nearest 1°F or 0.5°C.
5. Read the hydrometer scale to the nearest °API reading. The correct reading is that point on the scale at which the principal surface of the liquid cuts the scale.

6. The reading is the "observed" or "measured" value. Record this figure with the fuel temperature observed at the time of measurement:
    a) On the Bill of Lading and/or
    b) On the Shipper's Quality Control Document (Appendix A)

Procedure for Determining Corrected Density Measurements

It is necessary to correct the "observed density reading" of different samples to a "Standard Temperature/Pressure" (STP) density reading in order to compare alike.

a) For a given example of Jet Fuel density of 45.5 °API at 78.5 °F, use the table below to read the STP density per °F shown against "Observed Density". The corrected density should be 43.9 °API.

(1) Enter table here

(2) Read down this column to an observed temperature of 78.5 °F

Temp F	API Gravity at Observed Temperature											
	45.0	45.5	46.0	46.5	47.0	47.5	48.0	48.5	49.0	49.5	50.0	Temp F
	Corresponding API Gravity at 60F											
75.0	43.7	44.2	44.7	45.2	45.6	46.1	46.6	47.1	47.6	48.1	48.5	75.0
75.5	43.6	44.1	44.6	45.1	45.6	46.1	46.6	47.1	47.6	48.0	48.5	75.5
76.0	43.6	44.1	44.6	45.1	45.6	46.0	46.5	47.0	47.5	48.0	48.5	76.0
76.5	43.6	44.0	44.5	45.0	45.5	46.0	46.5	47.0	47.5	47.9	48.4	76.5
77.0	43.5	44.0	44.5	45.0	45.5	45.9	46.4	46.9	47.4	47.9	48.4	77.0
77.5	43.5	44.0	44.4	44.9	45.4	45.9	46.4	46.9	47.4	47.9	48.3	77.5
78.0	43.4	43.9	44.4	44.9	45.4	45.9	46.3	46.8	47.3	47.8	48.3	78.0
78.5	43.4	43.9	44.4	44.8	45.3	45.8	46.3	46.8	47.3	47.8	48.2	78.5
79.0	43.3	43.8	44.3	44.8	45.3	45.8	46.3	46.7	47.2	47.7	48.2	79.0
79.5	43.3	43.8	44.3	44.8	45.2	45.7	46.2	46.7	47.2	47.7	48.1	79.5
80.0	43.3	43.7	44.2	44.7	45.2	45.7	46.2	46.7	47.1	47.6	48.1	80.0
80.5	43.2	43.7	44.2	44.7	45.2	45.6	46.1	46.6	47.1	47.6	48.1	80.5
81.0	43.2	43.7	44.1	44.6	45.1	45.6	46.1	46.6	47.0	47.5	48.0	81.0
81.5	43.1	43.6	44.1	44.6	45.1	45.5	46.0	46.5	47.0	47.5	48.0	81.5
82.0	43.1	43.6	44.1	44.5	45.0	45.5	46.0	46.5	47.0	47.4	47.9	82.0
82.5	43.0	43.5	44.0	44.5	45.0	45.5	45.9	46.4	46.9	47.4	47.9	82.5
83.0	43.0	43.5	44.0	44.5	44.9	45.4	45.9	46.4	46.9	47.3	47.8	83.0
83.5	43.0	43.4	43.9	44.4	44.9	45.4	45.9	46.3	46.8	47.3	47.8	83.5
84.0	42.9	43.4	43.9	44.4	44.8	45.3	45.8	46.3	46.8	47.3	47.7	84.0
84.5	42.9	43.4	43.8	44.3	44.8	45.3	45.8	46.2	46.7	47.2	47.7	84.5
85.0	42.8	43.3	43.8	44.3	44.8	45.2	45.7	46.2	46.7	47.2	47.6	85.0
85.5	42.8	43.3	43.8	44.2	44.7	45.2	45.7	46.2	46.6	47.1	47.6	85.5
86.0	42.7	43.2	43.7	44.2	44.7	45.2	45.6	46.1	46.6	47.1	47.6	86.0
86.5	42.7	43.2	43.7	44.1	44.6	45.1	45.6	46.1	46.5	47.0	47.5	86.5
87.0	42.7	43.1	43.6	44.1	44.6	45.1	45.5	46.0	46.5	47.0	47.5	87.0
87.5	42.6	43.1	43.6	44.1	44.5	45.0	45.5	46.0	46.5	46.9	47.4	87.5
88.0	42.6	43.1	43.5	44.0	44.5	45.0	45.5	45.9	46.4	46.9	47.4	88.0
88.5	42.5	43.0	43.5	44.0	44.5	44.9	45.4	45.9	46.4	46.8	47.3	88.5
89.0	42.5	43.0	43.4	43.9	44.4	44.9	45.4	45.8	46.3	46.8	47.3	89.0
89.5	42.5	42.9	43.4	43.9	44.4	44.8	45.3	45.8	46.3	46.8	47.2	89.5
90.0	42.4	42.9	43.4	43.8	44.3	44.8	45.3	45.8	46.2	46.7	47.2	90.0

Operating Procedures

Vehicle Pre-Trip Inspections

Before starting their work shift, drivers must ensure that their tanker truck be in adequate condition for the operation at hand. Drivers should follow their company SOPs, State and Federal requirements to check the vehicle inside and out. Any defects must be recorded and corrected prior to leaving.

The items below must be checked:

Inside Tanker Truck

- Lights
- Windshield Wipers & Washers
- Mirrors/Defrosters
- Heater
- Seat Belts
- Horn
- Brakes
- Steering Wheel
- Parking Brakes
- Emergency Equipment

Outside Tanker Truck

- Lights & Reflectors
- Wheels & Fasteners
- Fifth Wheel
- Exhaust System
- Suspension
- Load
- Air Brakes
- Hydraulic Brake Fluid
- Hoses
- Mirrors
- Placards
- Spill Kits

Upon handover of the tanker truck to another driver, the receiving driver must check each of the compartments to ensure that they are clean and empty. This will help with knowing the tank capacity available and will prevent loading of compartments with product already in it.

Road Tanker Change of Grade & Cleaning Procedure

Dedicated road tankers are the preferred option when transporting aviation fuel, however, where road tankers have been previously used for other duties, the appropriate cleaning procedures shall be employed to ensure that the road tankers are fit for purpose to carry aviation fuels.

Only vehicles which have carried an acceptable last load shall be used for the transportation of aviation fuels. When changing road tankers from one grade to another, procedures in Table 3 below shall be applied to ensure there is no product contamination from the last grade carried.

Table 3: Road Tanker Grade Changes (Source EI 1530)

PRODUCT ON PREVIOUS LOAD	PRODUCT TO BE LOADED	
	Aviation Gasoline	Jet A, A-1, A-50 JP-5, JP-7, JP-8
Denatured Ethanol	FlushCompartment	FlushCompartment
Conventional / CBG3 Gasoline Any Grade	FlushCompartment	FlushCompartment
Aviation Gasoline	Empty	Do not load Steam clean
Jet A, A-1, A-50 JP-5, JP-8	Do not load Steam clean	Empty
High Sulfur S3000 DF/HF (Dyed Red)	Do not load Steam clean	Do not load Steam clean
High Sulfur S3000 DF1/DF2 (Undyed)	Do not load Steam clean	Do not load Steam clean
Low Sulfur S500 DF1/HF1, DF2/HF2 (Dyed Red)	Do not load Steam clean	Do not load Steam clean
Low Sulfur S500 DF1/HF1, DF2/HF2 (Undyed)	Do not load Steam clean	Do not load Steam clean
Ultra Low S15 Diesel (Undyed)	Do not load Steam clean	Do not load Steam clean
Ultra Low S15 Diesel (Dyed Red)	Do not load Steam clean	Do not load Steam clean
Blends of Biodiesel (B1-B20)	Do not load Steam clean	Do not load Steam clean
100% Biodiesel (B100)	Do not load	Do not load
Lube Oils	Do not load	Do not load
Luubricity Additives	Do not load	Do not load
Transmix/ Black Oil or Bunker Fuel	Do not load	Do not load

Empty Procedure:

The tank, pipework, and where installed, meter, pump and filter, shall be completely drained until no liquid remains (drainings to be downgraded to non-aviation use).

Internally inspect each compartment through the tank access chamber to ascertain that it is clean and dry. If sludge or dirt is present, it shall be removed.

Flush Procedure:

The tank, pipework, and where installed, meter, pump and filter, shall be completely drained. Introduce flushing product to cover the foot valves (flushing product shall be the new grade to be loaded or, for avgas, should preferably be unleaded motor gasoline); hold for 10 minutes. The tank and pipework shall be completely drained until no liquid remains (drainings to be downgraded to non-aviation use). Internally inspect each compartment through the tank access chamber to ascertain that it is clean and dry. If sludge or dirt is present, it shall be removed.

Note: Precautions are required to mitigate the risk of static discharge occurring.

The intention of these procedures is to confirm that the next grade can be loaded safely and delivered in an uncontaminated condition. If these procedures fail to satisfy this requirement, then flushing after the emptying procedure or further flushing in the case of a flush procedure of the compartments may be required. If the vehicle tank cannot be left in a suitable condition for filling by using procedures for emptying or flushing, then the tank shall be gas-freed and thoroughly cleaned. Detergents or cleaning chemicals shall not be used.

In circumstances where the above procedures are not permitted due to automatic loading and/or vapor recovery systems, then local procedures that meet these additional requirements shall be developed.

Access to Terminals

Drivers usually access terminals through an automated gate control system. Drivers must always ensure that no other vehicle is given access to the terminal through the driver access card or is able to follow the driver through the gate for safety and security reasons.

Drivers must ensure that the direction of access and exit minimizes any opportunity for conflict with other traffic. They should watch for overhead, under carriage or side clearance objects which may be struck by the truck.

Drivers should be familiar with the terminal procedures and paperwork requirements prior to entering the facility. Maximum speeds, stop signs and speed limits must be obeyed. Failure to comply with refinery and/or terminal rules and regulations could result in the suspension or loss of unloading/loading privileges.

Approaching the Loading/Unloading Areas

Upon entering the terminal facilities, the driver should follow the proper terminal traffic patterns to the loading/unloading bay. If the bay is taken by another tanker truck, the driver should wait at the stop line or 50 ft (as per terminal requirements) from the bay until the position is freed.

Only the tanker truck engine should be in operation while approaching the loading/unloading bays. All handheld communication devices should be turned off and left in the cab.

The following must be always adhered to:

- Do not attempt to boost and/or jump start any vehicle on the facility premises without the authorization of terminal personnel.
- Do not position vehicle on the loading/unloading bay if there are any evidence of a spill
- Never back up tanker truck on terminal premises. If position needs to be changed, drive forward and re-enter.
- The driver must ensure that a path of egress is available to drive the tanker truck forward and away from the loading/unloading facility in case of emergency.

Loading and Unloading Tanker Truck

Loading Inspections

Especially with aviation fuels, the driver must ensure that the equipment has been drained completely from the previous delivery. The driver must also ensure that there is no water or foreign substances in the tank.

If the tanker utilized is not dedicated, the driver must ensure that the tank compartments have been cleaned & dried and hold proof of the associated cleaning certificate and number (refer to Road Tanker Change of Grade & Cleaning Procedure above)

The shipper's requirement for flushing must be adhered to and completed as per the terminal's procedures, if needed.

Before loading, the driver should always complete a safety inspection to ensure that everything is in order. Drivers should:

- Ensure a path of egress for the vehicle driving forward in case of emergency.
- Ensure the loading/unloading area free of debris & other hazards.
- Ensure that walkways, platforms and fall protection devices are installed and in good repair.
- Ensure that lighting is sufficient for night operation.
- Ensure fire extinguishers (type B/C) are in clearly marked location.
- Ensure that no one is smoking or is carrying matches or lighters.
- Use only approved explosion proof flashlights.
- Use fall protection devices/equipment if you are working on top of a trailer.
- Never load/unload during an electrical storm.

  Follow the "30/30 Rules": If lightning is visually seen and the count between the flash and the thunderclap is fewer than 30 seconds, all work on site must stop immediately and all personnel take shelter. Do not resume work operations until at least 30 minutes has passed with no further lightning flashes/thunderclap observed within the 30 seconds count or as otherwise directed by terminal staff.

Bottom Loading Procedure

NOTE: Top loading of tanker trucks are not permitted.

1. Position Vehicle
    a. Park in the correct position for loading. The tanker truck must be sufficiently close to the loading rack.
    b. Set the parking brake.
    c. Turn off all ignition sources. The truck engine may be left on if the truck pump is being used. Cell phones, lights and other electrical equipment must be turned off.
    d. Set chock blocks.

2. Put on required PPE.
    a. Wear the adequate PPE for the operation such as but not limited to a hard hat, safety glasses, flame resistant clothing, safety boots, fuel resistant gloves, and reflective vests.

3. Prepare Site
    a. Set safety cones
    b. Connect grounding/bonding cables
    c. Connect Scully system
    d. Check any hoses, valves or couplings for wear or damage and ensure gaskets are in good and working condition
    e. Ensure the manifold and unloading valves are closed
    f. Put grounded drip containers under the loading/unloading valve. These are metal pails used to collect hose or valve drippings. They have non-insulated handles and a ground strap to eliminate static build up. Plastic pails are known to collect static electricity so only metal ones may be used.
    g. Remove or replace previous load product identification tags. Replace tags in regions where removal is prohibited by law and install as per load requirements
    h. Ensure proper hazardous material placards are in place

4. Check Compartment Tanks
    a. Drivers must ensure that the tank can accommodate the amount of product to be loaded
    b. Ensure compartment are clean and free of foreign objects and completely drained
    c. Pail check or Flush (as required)

5. Tanker Truck Loading
    a. Upon completion of all tests the terminal operator will authorize the driver to hook up refueling adapter to truck compartment.

b. The terminal operator will signal the driver that he has opened and activated all valves and pumps required to start loading of fuel
c. The driver will select product and enter the volume required
d. Connect vapor recovery hose (where equipped)
e. Remove adaptor dust caps
f. Connect terminal hose coupler on loading arm to adaptor on tanker truck
g. Open internal valves
h. Open Compartment valve
i. Turn pump switch on and begin loading as per terminal instructions
j. The driver will start filling all compartments required. He will use and control the fuel flow using the “deadman” on the loading island.

   Under no circumstances is the “deadman” to be jammed or bypassed. It must be held at all times by the driver. The driver shall not leave the loading island at any time during the loading of their tanker truck.

k. At the beginning of loading operation, the pre-check shall be operated immediately to ensure proper functioning of high-level shutoff system. If refueler is equipped with multiple pre-checks, each shall be tested independently.

   If the pre-check system does not operate properly, the fuel truck operator shall monitor the rising fuel level to prevent overfill.

l. When finished loading, the driver will place the “deadman” at its proper place on the loading island, disconnect all hoses, remove the Scully system from the side of the tanker and place all at their proper place. The driver can then remove the vehicle from loading island.
m. Upon completion of loading, the driver must allow the tank 5 minutes to settle and then complete a clear and bright test to ensure no presence of water or sediment and appropriate color of the product.
n. Where customers require the load to be sealed, the driver must do so and record the seal numbers on the shipping document.

6. Complete walk around Inspection
   a. Before leaving the terminal, the driver must complete a walk-around to check for leaks and ensure that their vehicle is in good condition.
   b. Driver must ensure that all equipment is safely stored, doors and valves are closed, verify that product tags and placards are correct.
   c. Remove and store chock blocks

7. Finalize paperwork
   a. At a terminal, the vehicle can be driven to the staging area where the paperwork is completed, signed and dropped off.
   b. At customer locations, the driver completes the paperwork, leaves a copy with the appropriate person and keeps a copy for his/her records.

Note: Paperwork includes the filling out of the Release Certificate and the Bill of Lading as per Appendix A and B respectively.

Unloading Inspections

Drivers must adhere to the standard unloading procedures for the industry and/or customer requirements as outlined in the next section: Unloading Procedures. As well, the driver must be aware of the following:

- Before any unloading takes place, the driver shall obtain authorization from a staff member of the receiving facility.
- Staff from the receiving facility shall check the shipment document for seal numbers (if required) and test results.
- Staff from the receiving facility shall complete tests on each compartment of the equipment. Authorization to begin unloading will be given to the driver upon acceptable test results, which should include the receiver's signature confirming acceptance of the load.
- Once authorization has been given to the driver by the receiving facility, the driver shall unload product according to procedures below.

Before unloading, the driver should always complete a safety inspection to ensure that everything is in order. Drivers should:

- Ensure the loading/unloading area is free of debris & other hazards.
- Ensure that walkways, platforms and fall protection devices are installed and in good repair.
- Ensure that lighting is sufficient for night operation.
- Make sure fire extinguishers (type B/C) are in clearly marked location.
- Confirm that storage tanks are in good repair & free of leaks.
- Ensure that no one is smoking or is carrying matches or lighters.
- Use only approved explosion proof flashlights.
- Use fall protection devices/equipment if you are working on top of a trailer.
- Never load/unload during an electrical storm.

  Follow the "30/30 Rules": If lightning is visually seen and the count between the flash and the thunderclap is fewer than 30 seconds, all work on site must stop immediately and all personnel take shelter. Do not resume work operations until at least 30 minutes has passed with no further lightning flashes/thunderclap observed within the 30 seconds count or as otherwise directed by terminal staff.

Unloading Procedures

1. Position Vehicle
    a. Park in the correct position for unloading. The tanker truck must be sufficiently close to the unloading rack.
    b. Set the parking brake.
    c. Turn off all ignition sources. The truck engine may be left on if the truck pump is being used. Cell phones, lights and other electrical equipment must be turned off.
    d. Set chock blocks.

2. Put on required PPE.
    a. Wear the adequate PPE for the operation such as but not limited to a hard hat, safety glasses, flame resistant clothing, safety boots, fuel resistant gloves, and reflective vests.

3. Prepare Site
    a. Set safety cones
    b. Connect grounding/bonding cables
    c. Connect Scully system
    d. Check any hoses, valves or couplings for wear or damage and ensure gaskets are in good and working condition
    e. Put grounded drip containers under the loading/unloading valve. These are metal pails used to collect hose or valve drippings. They have non-insulated handles and a ground strap to eliminate static build up. Plastic pails are known to collect static electricity so only metal ones may be used.

4. Check Storage Tanks
    a. Ensure that the tanks have been sumped for water
    b. Ensure that the tanks have the appropriate capacity to receive the load

5. Fuel Quality Check
    a. Facility operator will conduct visual appearance in white bucket test and API Gravity test for each tanker truck compartment and record the results (vehicles with a common manifold will be considered as a single compartment for sample taking purposes; a composite sample of up to 3 compartments is acceptable for the API Gravity check only).

6. Tanker Truck Unloading
    a. Connect hoses to facility valves first.
    b. Connect hoses to truck pump or trailer discharge valve if required.
    c. Secure camlock ears and tie them off if product is being pumped.
    d. Ensure correct product is being loaded into correct tank and do not cross hoses if possible.
    e. Open the receiving valve (where required).

f. Open the compartment emergency and discharge valves.
g. Start the engine if utilizing a truck pump or start the facility off-loading pump. (Where required).
h. Start unloading slowly by use of the deadman and check all hose connections to ensure no leaks.
i. Increase the engine rpm's to pumping speed if utilizing a truck off-loading pump or open discharge valve fully.

   Under no circumstances is the "deadman" to be jammed or bypassed. It must be held at all times by the driver. The driver shall not leave the loading island at any time during the loading of their tanker truck.

j. At the beginning of the unloading operation, the pre-check shall be operated immediately to ensure proper functioning of high-level shutoff system. If refueler is equipped with multiple pre-checks, each shall be tested independently.
k. When unloading is completed, the hose should remain connected to the discharge valve.
l. Verify that compartments are empty using dome check, retain sensor, site glass or method established by the carrier.
m. Shut off pump or disengage the truck power take-off (PTO) and shut off the truck engine (where required).
n. For Aboveground Tanks: Using the hand over hand method, lift and walk the length of the hose to drain it into the truck pump or facility spill preventer (hands should be kept below shoulder height). Disconnect the hose at the tank.
o. For Underground Tanks: Using the hand over hand method, lift and walk the length of the hose to drain it into the underground tank (hands should be kept below shoulder height). Disconnect the hose at the trailer.
p. Clear hose, drain excess into a grounded drip pail.
q. Close the facility valve and compartment valves.
r. Disconnect the other end of the hose and drain into drip pail.
s. Disconnect the bonding/grounding cable.
t. Dip the tanks (where required) and record the results on the appropriate documentation.
u. Replace fill caps, locks and covers.

7. Complete walk around Inspection
   b. Before leaving the terminal, the driver must complete a walk-around to check for leaks and ensure that their vehicle is in good condition.
   c. Driver must ensure that all equipment is safely stored, doors and valves are closed, verify that product tags and placards are correct.
   d. Remove and store chock blocks

8. Finalize paperwork

a. At a terminal, the vehicle can be driven to the staging area where the paperwork is completed, signed and dropped off.
b. At customer locations, the driver completes the paperwork, leaves a copy with the appropriate person and keeps a copy for his/her records.

Note: Paperwork includes the filling out of the Release Certificate and the Bill of Lading as per Appendix A and B respectively.

Truck to Truck Transfer

Procedures

1. Review Terminal Instructions

2. Position Vehicle
    a. Ensure you are parked in an acceptable location. Always position both tractors and pumping equipment upwind to ensure the flammable vapours are pushed from the working area, especially important to prevent diesel engine racing due to gasoline vapours that are carried by the wind.
    b. Position your unit to unload on the same side as the receiving valves.
    c. Do not position the truck so that hoses run beneath it, unless instructed by supervisor.
    d. Turn off ignition sources except engine if required to operate the transfer pump.
    e. Ensure there are no ignition sources within 8 metres of either truck.
    f. Set brakes.
    g. Set chock blocks.

3. Ensure proper PPE is worn.

4. Prepare for Transfer
    a. Set out pylons or other suitable barriers appropriate for conditions to establish a safe area.
    b. Set out fire extinguisher near the unloading valves.
    c. Close all discharge valves on the receiving tanker.
    d. Close all interconnecting valves that could allow product to flow between compartments on the receiving tanker unless the entire tanker is included in the transfer (i.e., all compartments will be loaded with the same product).
    e. Verify the product tags on receiving truck match the tags on the delivering truck to avoid contamination and switch loading risks. If attended, have customer verify products as per bill of lading.
    f. Connect grounding/bonding cables on trucks.
    g. Connect hoses and set up fill spout. Transfer only one product, one compartment at a time.

5. Check Tanks/Compartments
    a. Check for any product remaining in receiving tanker. Do a visual check of each compartment's contents. Be aware that any product or contaminants trapped in the manifold will remain unseen.
    b. Confirm that the tank will hold the quantity to be loaded and will not exceed the safe working capacity.
    .

NOTE: The delivering compartment may be smaller than the receiving tank

c. An operator should stand on the receiving tanker to visually check the volume or the delivery may be metered.
d. The operator must be able to shut off the flow before the receiving tank reaches 97.5% of compartment capacity. One of the following methods could be used:
    i. A valve readily at hand that can be operated by the operator as required (preferred is a spring-loaded or deadman valve).
    ii. An overfill alarm, tied into the truck pump, a second person in control of the pump.

NOTE: When transferring product into or out of a trailer that is not supported by a tractor, care must be taken to maintain stability. Unload the full tanker starting with the front compartment. Load the receiving tanker starting with the rear compartment. This ensures that, when the load is unbalanced, most of the weight is concentrated over the rear wheels.

6. Select Product
    a. Choose product to be transferred and ensure it is being transferred to the correct compartment.

7. Connect Hoses
    a. The receiving tanker must have a connection designed as an inlet. Do not pump into a tank through a manifold, as the valves in the manifold are designed for outlet flow only. Dry break connections may be used to help minimize spillage. One way to achieve this is to use a bottom loading coupler to connect to the receiving truck.

8. Start transfer
    a. Start truck pump at idle speed.
    b. Open the receiving tank valves.
    c. Open the delivering vehicle's emergency faucet and discharge valves in that order.
    d. Check hose connections, confirm no leakage is occurring and the product is flowing into the proper receiving compartment.
    e. Increase pump speed to normal pumping speed.
    f. The person in control must have access at hand to shut down the flow:
        i. Unless the product is metered off into a compartment of known size that is known to be empty, or the delivered volume is known to be less than receiving compartment capacity, a person must attend the top of the truck.
        ii. A two-person operation is preferred; one person on the ground to control the flow and one on top of the tank to check volume.

iii. With a one-person operation, where someone must attend the top of the receiving truck, there must be a shut-off valve on top of the truck.

g. When stopping the flow, valves and/or nozzles should be closed slowly to avoid over pressuring the hose by line shock.
h. Do not exceed the safe capacity of the tank; Allow room for thermal expansion.

9. Stop Transfer
    a. Verify that the delivery is complete and compartments are empty.
    b. Shut off the pump and close all valves.
    c. Disconnect hoses carefully to avoid spillage; drain into a drip pail.
    d. Secure all valves and covers on the receiving tanker.
    e. Remove bonding cables.
    f. Ensure proper product tags are in place on each.
    g. Complete the paperwork including “residue last contained” and leave proper documentation with the tanker. Prior to departing, do a walk around ensuring all equipment is safely stowed and doors and valves are closed and secured.

10. Complete Walk-around Inspection

11. Complete Paperwork

Note: Paperwork includes the filling out of the Release Certificate and the Bill of Lading as per Appendix A and B respectively.

APPENDIX A – RELEASE CERTIFICATE



RELEASE CERTIFICATE

701 Waterford Way, Suite 490
Miami, FL 33126
+1.305.913.5253 | dispatch@aegfuels.com

AEG ORDER #:

BILL OF LADING #:

1. To be Completed by the Supplying Refinery, Terminal, or Carrier

Terminal Name:		Load Date:	
Transport Carrier:		Order Quantity (U.S. Gal):	
Terminal Tank #:		Batch #:	
Trailer #:		Observed Batch API Gravity & Temp:	
Product Grade (Mark One):	AVGAS JET JETw/FSII JAA	Converted at 60°F:	

2. To be Completed by the Carrier

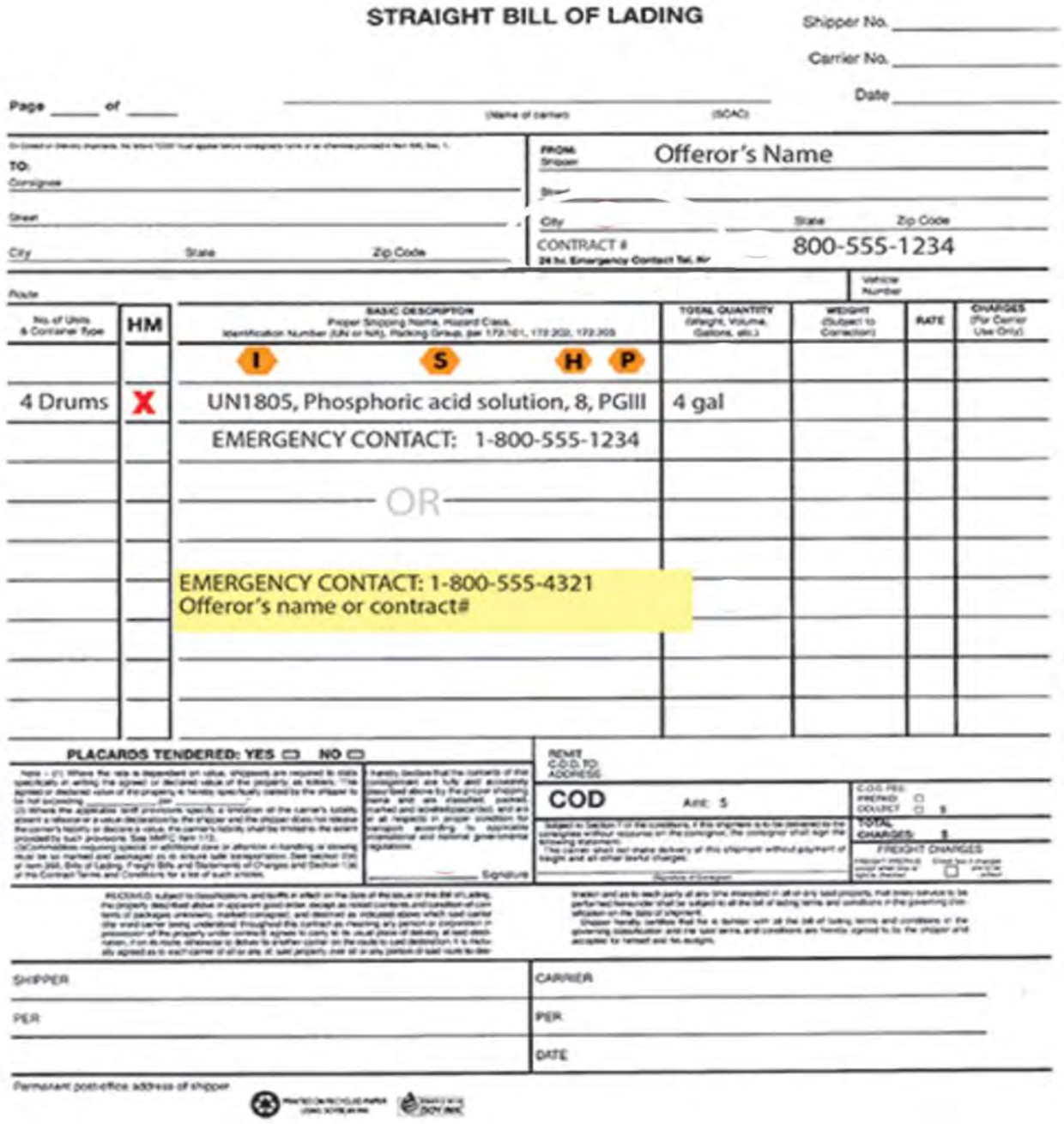
PRE-LOADING		POST-LOADING	
a) Dedicated Trailer:	AVGAS JET JETw/FSII JAA	a) Product Ordered:	AVGAS JET JETw/FSII JAA
b) Previous loaded product?		b) Product Loaded:	AVGAS JET JETw/FSII JAA
c) Steam cleaned & dried?	Yes No	c) Clear & Bright?	Yes No
d) Cleaning certificate #:		d) Clear of any sediment?	Yes No
e) Internal valves opened & contents drained & inspected:	Water free? Yes No Dirt free? Yes No	e) Color:	
f) Each compartment sampled & inspected:	Water free? Yes No Dirt free? Yes No Clear & Bright? Yes No	f) Demurrage Time (hrs.):	
g) Color:		g) Demurrage Reason:	
I certify that the information above is correct.	Driver Name (print) _____ Signature: _____		

3. To be Completed by Receiving Fuel Farm Prior to Discharge

UNLOADING			
a) Seals Intact:	Yes No	a) Discharge Date:	
b) Grade Identification:		b) Customer:	
c) Clear & Bright & Color?		c) Location:	
d) Observed API Gravity:		d) Arrival Time:	
e) Observed Temperature:		e) Quantity Received:	
f) Converted API Gravity @ 60°F:		f) Receipt Tank No.# (s):	
g) Difference between e & f:		g) Demurrage Time (hrs.):	
Note: If multicompartment trailer is used, composite sample is required.	Yes No	h) Demurrage Reason:	
I certify that the information above is correct.	Receiving Operator: (print) _____ Signature: _____		

Distribution: **Original:** Return to AEG / **Yellow:** Give to Customer

APPENDIX B – BILL OF LADING



STRAIGHT BILL OF LADING

Shipper No. _____

Carrier No. _____

Date _____

Page _____ of _____

_____ (Name of carrier) (SCAC)

TO:
Consignee

Street

City State Zip Code

FROM:
Shipper Offeror's Name

Street

City State Zip Code

CONTRACT #

24 hr. Emergency Contact Tel. Nr 800-555-1234

Route

Vehicle Number

No. of Units & Container Type	HM	BASIC DESCRIPTION Proper Shipping Name, Hazard Class, Identification Number (UN or NA), Packing Group, per 172.101, 172.202, 172.203	TOTAL QUANTITY (Weight, Volume, Gallons, etc.)	WEIGHT (Subject to Correction)	RATE	CHARGES (For Carrier Use Only)
		I S H P				
4 Drums	X	UN1805, Phosphoric acid solution, 8, PGIII	4 gal			
		EMERGENCY CONTACT: 1-800-555-1234				
		OR				
		EMERGENCY CONTACT: 1-800-555-4321 Offeror's name or contract#				

PLACARDS TENDERED: YES ☐ NO ☐

REMIT C.O.D. TO ADDRESS

COD Amt: $

C.O.D. FEE: PREPAID ☐ COLLECT ☐ $

TOTAL CHARGES: $

FREIGHT CHARGES

SHIPPER

PER

CARRIER

PER

DATE

Permanent post-office address of shipper

Techno Fuel

Techno-Fuel Inc Ops Manual Revised 2024

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1.0 33CFR 154.310 (a) (2) – Physical Description of the Mobile Transfer Facility: –

1.1 The mobile transfer unit is a bobtail truck, an engine driven pump that is run off a diesel engine. It will the transfer unit will be connected to the receiving vessel with one connection throughout the entirety of the supply operation. The distillate marine fuel will be transported by a Hazmat certified common carrier trucking company from the terminal to the delivery location. Each truck will connect over a short distance to the inlet of the pump, and over land only. This will lessen the risk of any residual product in the hose from being spilled into water.

1.2 This manual is for tankwagon facilities. Mooring areas, transfer locations and other related site-specific requirements vary with each transfer. However, when doing a mobile transfer with a vessel, before completing a pre-bunkering checklist, the Person in Charge will verify that the appropriate safety precautions are taken prior to commencement of any transfer operations.

1.3 The purpose of this transfer unit is to supply distillate marine fuels to merchant marine vessels and private yachts. The design allows for a smaller footprint than traditional tanker trucks and tankwagons, allowing for location flexibility and less obstruction to other port traffic.

1.4 Equipment Specification

1.4.1 4" Blackmer XL4 – cast iron housed positive displacement pump

1.4.2 6:1 Gear Reducer (~300RPM)

1.4.3 42HP Deutz Diesel Engine

1.4.4 4" Simplex Parker Strainer with Easy Off Top

1.4.5 4" LC M60S w/ Air Eliminator and Strainer

1.4.6 3" Hannay Hose Reel for up to 150' of 3" ID Hose w/ 12V Electric Rewind

1.4.6.1 EPJ 9334-45-46-20 RT; 3" 90 Deg F x F Ductile OPW Joint, 3" FNPT Riser, Aluminum Internals, Bearing-mounted Strap Brake, 2" Rollform Channel Frame, Paint Graphite. 12VDC 001 Motor with Junction Box & Exp-proof Switch, with 12/60 Clutch & Reduction Unit

1.4.7 On unit, mechanical emergency shutoff

1.4.8 GE Druck UNIK 5000 Pressure Sensing Platform with automatic pump/engine shutoff before pressure reaches relief valve activation level

1.4.9 Pressure relief valve

1.4.10 Stainless Steel Piping and 4"-3" Hose Adapter

2.0 33CFR 154.310 (a) (3) – Hours of Operation:

Office: 0800 till 1700 Monday through Friday
Operations: 24 Hours - 7 Days per Week
Emergencies: 24 Hours - 7 Days per Week

3.0 33CFR 154.310 (a) (5) – Products Transferred and MSDS Information:

3.1 Marine Distillates/ Ultra Low Sulphur Diesel #2/Rec 90 Gasoline

3.2 Cargo Information – please see MSDS located in Figure 3 on pages 12-23 of this operations manual

4.0 33CFR 154.310 (a) (6) – Number & Duties of Persons-In-Charge During Transfers:

4.1 PIC – There will be a minimum of 1 qualified PIC on site and in charge of pumping operations throughout the entire supply operation. Per the requirements of 33 CFR 154.310, the mobile transfer pump operator is the pre-designated Person in Charge (PIC) for transfer operations

4.1.1 Duties of the Person-In-Charge are as follows:

4.1.1.1 The Person in Charge has the ultimate responsibility for the safe transfer of fuel from tankwagon into the receiving vessel.

4.1.1.2 Maintain the equipment in a clean and safe condition.

4.1.1.3 Ensure proper procedures are followed throughout transfer operations.

4.1.1.4 When conducting marine transfer operations, meet with the vessel's PIC, conduct a pre-transfer conference

5.0 33CFR 154.310 (a) (7) – Names and Telephone Numbers of Facility, USCG and Other Personnel Who May Be Called By The Employees of the Facility in an Emergency:

5.1 National Response Center 1-800-424-8802 (24 hours)

5.2 Fire Department – 911

5.3 Health Emergency – 911

5.4 Dept. of Environmental Protection 1-800-320-0519

5.5 MSO Miami Zone:

5.5.1 MSO Miami: 305-535-8700

5.5.2 305-732-0160 (pager)

5.5.3 Group Miami: 305-535-4313

5.6 Oil Spill Response Company

5.6.1 MSRC 24 Hour Emergency Numbers

5.6.1.1 1-800-OIL-SPIL (1-800-645-7745)

5.6.1.2 1-800-259-6772

5.6.1.3 1-732-417-0175 (commercial)

5.6.1.4 1-800-899-4672 (US Ecology)

5.7 Qualified Individuals

5.7.1 Donald Staab – Qualified Individual

5.7.1.1 24 hr number –561-251-8681

5.7.2 Gretter Cancelo - Alternate Qualified Individual 5.7.2.1 24 hr number –786-780-6086

6.0 33CFR 154.310 (a) (9) – Description of the Communications System.

6.1 Techno-Fuel Inc, Tankwagon Driver, PIC's are equipped with 2-way radios, one of which will be supplied to the receiving vessel PIC prior to operations, in order to ensure a direct and uninterrupted communication channel. In addition,TF PICs carry cellular phones as a backup. Communication with vessel's PIC are done orally and with hand signals

6.2 A clear line of sight must be maintained with the receiving vessel at all times in order to communicate with the vessel PIC via hand signals in the instance that oral communication methods are unavailable due to outside noise.

7.0 33CFR 154.310 (a) (12) – Description and Location of Emergency Shutdowns

7.1 There is a mechanical emergency engine shutdown switch connected to the pump engine that will shut off the motor immediately when depressed by the PIC

7.2 A quick close valve is located between the pump and hose assembly. Easily accessible and operable, this valve closes off the piping and stops any flow of product

7.3 There is a pressure sensor located at the output side of the pump. This sensor is preset to shut down the pump and engine in case of excessive pressure buildup in the hose assembly

8.0 33CFR 154.310 (a) (14) – Quantity, Type and Location of Containment Equipment:

8.1 Proteus Supply and Marketing has contracted US Ecology Spill Response Corporation to respond to all oil spills. U.S. Coast Guard Classified Oil Spill Removal Organization (OSRO). MSRC was formed to offer oil spill response services and mitigate damage to the environment. The Marine Preservation Association (MPA), a separate not-for-profit membership corporation, provides the funding required by MSRC for its ongoing operations and to meet its capital needs.

9.0 33CFR 154.310 (a) (16) – Maximum system pressure for the transfer system

9.1 Techno-Fuel Inc, tankwagon unit is operated by a positive displacement pump with a maximum pressure rating of 175psi. A pressure relief valve has been installed and set to 150psi.

9.2 There is a pressure sensor located at the output side of the pump and set to shut down the pump at 125psi.

10.0 33CFR 154.310 (a) (17) – Transferring, and Pumping Procedures.

10.1 It shall be the responsibility of the Person-In-Charge to monitor the condition of the hose connections and to ensure that no leaks or overflows occur. It is also mandatory that the Person-In-Charge maintain physical presence in the vicinity of the truck. In the event of an emergency, the Person-In-Charge should: shut down the operations, initiate containment actions and do notifications prescribed on page 6.

10.2 The Person-In-Charge must check that the length of the hose is sufficient to accommodate any vessel movement within the limits of its moorings. Further, that the hose is supported in a manner to prevent excessive strain on the hose couplings and that the hose has no kinks, loose connections, bulges, soft spots or cuts that penetrate the first layer of the hose reinforcement. It is the responsibility of the Person-In-Charge to monitor the condition of the hose connections during the entire transfer evolution.

10.3 Each truck is equipped with portable 16-gallon oil specific drip pans for collecting any leakage that may occur at the hose connections. One of the portable drip pans is used at the mobile pumping unit hose connection, and a portable pan is deployed at hose connections between lengths of hose if more than a single length of hose is employed. Any hose connections between hoses must be secured with a hose wrap to prevent accidental opening or release and to contain any leakage.

10.4 Upon the completion of the operation and after the pump has been shut down, the hose should be drained back into the auxiliary fuel tank. After draining the hose line, the pump valve should then be closed and checked to assure closure. The vessel-end of the hose must be retrieved before the hose end is disconnected and capped off

10.4.1 All transfer operations are to be performed precisely as outlined in Figure 4.

10.5 Emergency Shutdown:

10.5.1 Coast Guard rules and regulations stipulate that the Emergency Shutdown be capable of stopping the flow within 60 seconds after an emergency occurs. Therefore, it is mandatory that during transfer operations the PIC maintains physical presence in the vicinity of the truck in order to shut down the operation.

10.5.1.1 Stay with the vehicle until help arrives.

10.5.1.2 Call 911 for FIRE, MEDICAL or POLICE assistance if necessary.

10.5.1.3 Contact Emergency Response Team using numbers on page 3.

10.5.1.4 Dike off or Boom liquids from entering sewers, storm sewers or water ways. Follow Emergency Plan for further containment.

10.6 Emergency Response Plan:

10.6.1 This Emergency Response Plan is not all inclusive but designed to provide a guide for appropriate actions in the event of a spill. The most important thing to remember is to remain calm and try to get the situation under control as soon as possible.

10.6.2 DO NOT PANIC, REMAIN CALM. Examine your own condition first. If you or anyone with you is injured call for medical assistance.

10.6.3 Assess the extent of rupture or damage to the vehicle or hoses. CLOSE OFF any valves, hatches or hose connections, secure outflow.

10.6.4 Evaluate the degree of contamination to the environment and estimate the number of gallons spilled.

10.6.5 If possible, pump liquid back into the tank, even if the tank ruptured. This will recycle the
spilled oil to the truck's tank rather than spreading it onto the ground.

10.6.6 Do your best to Dike Ahead of the Spill to prevent oil from entering storm sewers and/or waterways.

10.6.7 Figure 1, 33 CFR 154.1035, follow as page 9. Along with the emergency information guidelines listed in this manual, Figure 1 may be used to collect and report information on the discharge of product into the navigable waters of the United States.

10.6.8 Initial notification must not be delayed pending collection of all information.

11.0 33CFR 154.310 (a) (18) – Spill Reporting Procedures:

11.1 The following numbers should be utilized when reporting a spill into or upon the navigable waters of the United States.

- 11.1.1 National Response Center 1-800-424-8802 (24 hours)
- 11.1.2 MSO Miami Zone:
  - 11.1.2.1 MSO Miami: 305-535-8700
    - 11.1.2.1.1 305-732-0160 (pager)
  - 11.1.2.2 Group Miami: 305-535-4313
- 11.1.3 Dept. of Environmental Protection 1-800-320-0519
- 11.1.4 FWC 561-625-5122
- 11.1.5 Oil Spill Response Company MSRC
  - 11.1.5.1 1-800-OIL-SPIL (1-800-645-7745)
  - 11.1.5.2 1-800-259-6772
  - 11.1.5.3 1-732-417-0175 (commercial)
  - 11.1.5.4 1-800-899-4672 (US ECOLOGY)

11.2 Report the Following Information:

- 11.2.1 Name, Address and Phone Number of Person Reporting the Incident.
- 11.2.2 Exact Location of the Spill.
- 11.2.3 Name, Mailing Address and Telephone Number of the Responsible Party.
- 11.2.4 Date and Time the Spill Occurred.
- 11.2.5 Name of the Material Spilled.
- 11.2.6 Estimated Quantity Spilled into Coastal Waters.
- 11.2.7 Source of Spilled Material.
- 11.2.8 Cause of the Spill (if known).
- 11.2.9 Containment and Clean-up actions taken

11.3 SPILLS ON WATER:

- 11.3.1 Call for appropriate lengths of Booms and Sweeps to contain the spill. Until additional help arrives, use any materials available (such as tree branches, extension hoses or floatable materials) to prevent the spread of the oil. Determine the direction of water flow and set booms to dam the oil until help arrives.

11.4 SPILLS ON PAVEMENT:

- 11.4.1 Use booms, berms, and dikes to contain the spill. If spill is too large forbooms:
  - 11.4.1.1 Contain spreading of the oil by using on hand absorbent to circle the spill.
  - 11.4.1.2 Shovel oil-soaked sand into provided oil specific disposal bags

11.5 SPILLS ON SOIL:

- 11.5.1 Call for Earth Moving Equip. (Loader, Backhoe, Dump truck) and Sand. Determine direction of oil flow and excavate an area for the oil to flow into. Contain spill area with a sand berm. Prepare a plastic tarp and sand berm on an area of clean ground. Remove oil- soaked soil to a tarp while making sure that the soil is contained by the tarp and berm. Have backhoe remove soil one foot below the surface or until visually

clean. Call for additional assistance to remove the soil for treatment.

11.6 REMOVING OIL-SOAKED SORBENT MATERIAL:

11.6.1 Place all used sorbent material in double, heavy-gauge plastic bags. The Clean-Up Contractor will have these bags picked up and disposed of at an appropriate facility. Do not make bags (filled with contaminated soil) heavier than approximately 40 lbs. each.

12.0 33CFR 154.310 (a) (20) – Procedures for Shielding Portable Lighting:

12.1 All portable lighting used by Techno-Fuel Inc is located and focused directly on the transfer connection points and work area surrounding the tankwagon transfer unit. No lights are directed at the waterway or positioned in a way that would interfere with any vessel navigation.

13.0 33CFR 154.310 (a) (21) – Training and Qualification Program:

13.1 General Employee Training

13.1.1 All personnel are required to complete internet-based training courses that cover hazard response procedures, hazardous material recognition and evaluation including instruction on the United States DOT Emergency Response Guidebook, emergency preparedness, hazardous material characteristics, use of respirators, and use of firefighting equipment. To complete a course successfully, personnel must pass an exam at the end of each course with a minimum score of 80%. Personnel are required to take part in ongoing training. Personnel are required annually to take part in field exercises. In addition, personnel take part in firefighting training and other specialized training courses.

13.1.2 Each new employee is required to undergo on the job training under a trained supervisor. This training includes:

13.1.2.1 Job-specific training

13.1.2.2 Instruction in hazards and safety issues related to the job;

13.1.2.3 Normal and abnormal situations

13.1.2.4 Emergency procedures

13.1.2.5 Facility malfunctions and appropriate corrective actions

13.1.2.6 Instruction in controlling any discharge to minimize the potential for fire, explosion, toxicity or environmental damage.

13.1.3 Annual evaluations are made of the training program to ensure that personnel and supervisors maintain a thorough knowledge of any updates or revisions in operations. A copy of the plan and training records are maintained in the Davie headquarters.

13.2 Initial and periodic review discussions on FRP procedures for personnel will take place during tabletop drills and cover the following:

13.2.1 Their responsibilities under the FRP

13.2.2 The name and the procedure for contacting the QI on a 24-hour basis

13.2.3 Operator's 24-hour telephone number

13.3 Initial and periodic review discussions on FRP procedures will be conducted during the tabletop drill with reporting personnel and will cover the following:

13.3.1 The content of the information summary of the FRP

13.3.2 The toll-free telephone number of the NRC

13.3.3 The notification process

13.4 Initial and periodic review discussions on FRP procedures will be conducted during the tabletop drill with personnel engaged in response activities attending and will cover the following:

13.4.1 The characteristics and hazards of the oil discharged

13.4.2 The conditions that are likely to worsen emergencies, including the consequences of facility malfunctions and their appropriate corrective actions

13.4.3 The steps necessary to control any accidental discharge of oil and to minimize the potential for fire, explosion, toxicity, or environmental damage

13.4.4 The proper fire-fighting procedures and the use of equipment

14.0 33CFR 154.310 (a) (22) – Transfer Hoses:

14.1 Techno-Fuel Inc, Inc uses Conti Plicord Extremeflex Petroleum Transfer hoses. They are certified for 200psi MAWP service and have a Nitrile tube which is suitable for oil and hazardous material service. Their burst rating is 800psi. Transfer hoses are examined regularly for damage and defects. Hoses that show wear through the outer chaffing, cuts, soft spots or bulges are replaced before being put into service. Transfer hoses are individually identified, and pressure tested annually. The pressure test records are maintained at the Corporate Offices.

Figure 1 – Oil Spill Notification Form

Facility:	
Owner/operator:	
Name of person filing report:	
Location:	
Maximum storage capacity:	
Daily throughput:	
Nature of qualifying incident(s):	
Description of facility (attach maps, flow diagrams, and topographical maps):	
Cause of the discharge(s), including a failure analysis of the system and subsystems in which the failure occurred:	
Corrective actions and countermeasures taken, including a description of equipment repairs and replacements:	
Additional preventive measures taken or contemplated to minimize possibility of recurrence:	
Other pertinent information:	

Figure 2 – Pre-transfer Checklist

This checklist must be completed prior to commencement of bunkering operations

1. Definition of 'bunkering'
In this Notice "bunkering" is taken to mean the transfer of liquid hydrocarbons intended for the main propulsion and/or operation of the auxiliary machinery of a vessel or a liquid intended for lubricating the vessel's engine or other machinery including slops and bilge waters.

2. Precautions to be taken by all receiving vessels:
The Master of all vessels receiving bunkers shall ensure that:
(a) Scuppers are firmly closed;
(b) Vessel is securely moored;
(c) Any special instructions issued by the Harbormaster have been complied with;
(d) Bunker pipes which are not in use are effectively blanked;
(e) Bunker hoses have sufficient slack and are adequately supported;
(f) Bunker hose connections have been provided with a good seal;
(g) There is a well-tightened bolt in every bolt hole in the bunker hose connection flanges, or at least in 4 holes;
(h) There is a sufficiently large overflow container under the bunker hose connection(s);
(i) cargo-handling or other operations in progress will not hazard the bunker operations or vice-versa;
(j) There is an agreed communication system established between the vessel receiving bunkers and the bunkering vehicle.

3. Precautions to be taken by delivery vehicle:
The driver of a road tanker is not to begin bunkering unless it has been ensured that:
(a) The ships scuppers are firmly closed;
(b) Any special instructions issued by the Harbormaster have been complied with;
(c) The bunker hoses are properly maintained and in good condition;
(d) The bunker hoses have sufficient slack;
(e) The bunker connection has been provided with a good seal;
(f) There is a tightened bolt in every bolt hole of the bunker hose joining flanges and the vessel's manifold, or in at least 4 holes;
(g) The pipelines and valves to tanks and pump are correctly set; and
(h) There is an agreed communication system established with the vessel being bunkered.

4. General precautions and guidelines
The Master of a vessel involved in receiving bunkers shall ensure that the conditions described in paragraphs 2 and 3 remain fulfilled during the entire bunkering procedure.

The Master of the vessel involved in receiving bunkers and the driver of a road tanker providing bunkers shall ensure that a constant visual watch is maintained throughout the whole transfer operation.

Both the Master of the vessel involved in receiving bunkers and the driver of a road tanker shall ensure that all scuppers are closed and that sufficient absorbent materials are available in case of an accidental spillage.

If it cannot be ensured during the whole bunkering operation that the requirements laid down in this Notice are fulfilled, bunkering operations are to be immediately suspended.

Bunkering Checklist

Bunker Supplier: _____ **Vessel Name:**_____
License Plate: _____ **Master's Name:** _____
PIC: _____ **Supply Date:** _____
Time of Supply: _____ **Location:** _____

Bunker Truck	Vessel Receiving Bunkers
1. Product and Qtty to be delivered **MGO: _____m/tons** **2: Communication Means** _____ **3: Person responsible for communication with the receiving vessel** **Name:** _____ **Position:** _____ **4: Emergency shutdown means and location:**	**1. Who measured the contents of the bunker tanks?** **Name:** _____ **Position:** _____ **2: The measures were:** **(please circle) Tank Actual Contents Free Space** **Tank No: _____MTs _____** **Tank No: _____MTs _____** **Tank No: _____MTs _____** **3: How often will the bunker tank contents be checked during bunkering ops?** **Every _____minutes** **4: Volume of bunkers to be supplied:** **MGO: _____m/tons**
5: Has emergency stopping procedure been discussed and agreed with the vessel taking bunkers? **Yes/No:** _____	

Figure 3 – MSDS

Product Information/MSDS

Safety Data Sheet
Diesel Low Sulfur (LSD) and Ultra Low Sulfur Diesel (ULSD)



TETHYS

SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name	: Diesel Low Sulfur (LSD) and Ultra Low Sulfur Diesel (ULSD)		
Synonyms	: CARB Diesel, 888100004478		
MSDS Number	888100004478	**Version**	2.31
Product Use Description			
Company	For: Tethys Supply and Marketing		
		Chemtrec (Emergency Contact)	(800) 424-9300

SECTION 2. HAZARDS IDENTIFICATION

Classifications

Flammable Liquid – Category 3
Skin Irritation – Category 2
Eye Irritation – Category 2B
Aspiration Hazard – Category 1
Carcinogenicity – Category 2
Acute Toxicity - Inhalation – Category 4
Chronic Aquatic Toxicity – Category 2

Pictograms



Signal Word

Danger

Hazard Statements

Flammable liquid and vapor.
May be fatal if swallowed and enters airways – do not siphon diesel by mouth.
Causes skin irritation.
Causes eye irritation.
Suspected of causing skin cancer if repeated and prolonged skin contact occurs.
Suspected of causing cancer in the respiratory system if repeated and prolonged over-exposure by inhalation occurs.
May cause damage to liver, kidneys and nervous system by repeated and prolonged inhalation.

Toxic if inhaled.
hlny cause drowsiness or dizziness by inhalation.
Toxic to aquatic life z'ith long lasting effecs,

Prccautinnary slatcmcnts

Prev'entinn

Obtuin spmiul instructions before use.
Do not handle unlit all safety prmuJions have been rcsd and undcisluod.
Keep away from heat, sparks, open flames, welding and hot surfaces.

Eiccp cuntuincr tighllj check
C'ound mA'"nr hnnd **cc›ntains 8nJ** tcociving **o‹juijxttenL**
Use explosion-proof electrical e‹juipment.
Cse only non-sparkfiig tc•ols if tools are used in flammable atmosphere.
Take precautionary censures against sLatic discharge.
V'cax gloves, eye protection and face protection as ncc›dod tn prevent skin and eye contact with liquid.
Y'aali hands or liquid-contacted skin thoroughly afier handling.
Do not cat, drmk or smoke mhm using this product.
Ax'oi4 breathing x'apors or mistx.
like only outdcmra nt in a we1I-x'entiI8ted area.

Response

In cnse of fire: Use dry chemical, CO2, water spray or fire fighting foam to extinguish.
If sw'aIIowed: Immediately call a poison center, doctor. hmpital emergency roost, medical clirfic or 91 I. Do NOT induce vomiting. Rinse mouth.
If us skin (or hair): Take off immediately sli eunlzmirislcd clothing. Rinse skin svith w'ater or shown.
If in eye: Rinse cautiously with water for sevmal minutes. Rmove cnntzc9 fuses, if present and easy to do. Continue rinsing.
If skin nr eye irritatinn paxists, gel medical altentinn.
If inhaled: Remove person to freih air and keep comfoftnble for breathing.
lirtmediately call or doclnr or emergency medical provider. See Seclion *4* and Section 11 for medical treatment information,

in a well ventilated p|
y closed . Use only ap

Disposal

Dispute of cunk.sts/containers to approved disposal site in accordan with local, regional, national, and/or international regulations.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Component	CAS-No.	WeIgN §§
Fuels, diesel, No 2; Gasoil - unspecified	68476-34-6	100%
Serrano	111-84-2	0 - 5'N
Naphth dane	91-20•3	0 • 196

1,2,4-Trimethylbenzene	95-63-6	0 - 2%
Xylene	1330-20-7	0 - 2%
Sulfur	7704-34-9	15 ppm maximum

SECTION 4. FIRST AID MEASURES

Inhalation : Move to fresh air. Give oxygen. If breathing is irregular or stopped, administer artificial respiration. Seek medical attention immediately.

Skin contact : Take off all contaminated clothing immediately. Wash off immediately with soap and plenty of water. Wash contaminated clothing before re-use. If skin irritation persists, seek medical attention immediately.

Eye contact : Remove contact lenses. Rinse thoroughly with plenty of water for at least 15 minutes. If symptoms persist, seek medical attention.

Ingestion : Do not induce vomiting without medical advice. If a person vomits when lying on his back, place him in the recovery position. Seek medical attention immediately.

Notes to physician : Symptoms: Dizziness, Discomfort, Headache, Nausea, Disorder, Vomiting, Lung edema, Liver disorders, Kidney disorders. Aspiration may cause pulmonary edema and pneumonitis.

SECTION 5. FIRE-FIGHTING MEASURES

Suitable extinguishing media : SMALL FIRES: Any extinguisher suitable for Class B fires, dry chemical, CO2, water spray or fire fighting foam. LARGE FIRES: Water spray, fog or fire fighting foam. Water may be ineffective for fighting the fire, but may be used to cool fire-exposed containers. Keep containers and surroundings cool with water spray.

Specific hazards during fire fighting : Fire Hazard Do not use a solid water stream as it may scatter and spread fire. Cool closed containers exposed to fire with water spray.

Special protective equipment for fire-fighters : Wear self-contained breathing apparatus and protective suit. Use personal protective equipment.

Further information : Exposure to decomposition products may be a hazard to health. Isolate area around container involved in fire. Cool tanks, shells, and containers exposed to fire and excessive heat with water. For massive fires the use of unmanned hose holders or monitor nozzles may be advantageous to further minimize personnel exposure. Major fires may require withdrawal, allowing the tank to burn. Large storage tank fires typically require specially trained personnel and equipment to extinguish the fire, often including the need for properly applied fire fighting foam.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions : Evacuate nonessential personnel and remove or secure all ignition sources. Consider wind direction; stay upwind and uphill, if possible. Evaluate the direction of product travel, diking, sewers, etc. to contain spill areas. Spills may infiltrate subsurface soil and groundwater; professional assistance may be necessary to determine the extent of subsurface impact. Ensure adequate ventilation. Use personal protective equipment.

Environrrmntal precautions

Carefully coNain and stop the Bource oi the spll, if Bale to do so. Protect bodies of water by diking, abBorberita, or absorbent Loom, if posakJe. Do not flash down sewer or drainage systems, less system is designed and permitted to handle such rraterial. The use of fire figMing foam may be LseM in certain situations to reduce vapors. the proper use of water spray may effectively disperse prcxluct vapors or the liquid itsek, preventing contact with ignition sources or areas/equipment that require protection. Discl rge into the environment must be avoided. If the product contaminates rivers and lakes or drains inform respective

Methods for cleaning up

Take up with sand or oil absorbirg materials Carefully shovel, scoop or sweep cp into a waste container for reclamation or disgcsal - caution, flammable vapors may accumulate in closed comairers. Resporee and clean•up crews must le prope0y trained and must utilize proper jxotective equipment (cee Section 8)

sEczzo z. HANDMNQ AND STORAGE

Precautions for safe **handling**

Keep away from fire, sparl‹s and heated surfaces. No smoking near areas where material is stored or handled. The product should only be stored and handled in areas with ir4rinsically safe electrical claseification.

Hydrocarbon liquids including this product can act as a non-«onductive flammable liquid (or statiC aCCumulato/8), arxl may form ignitable vapor-air mixtures in storage tank8 or other ContBiner8. Precautions to prevent static-initated fire or expoeion during transfer, storage or handling, include but sre not limited to these examples:

(1) Ground and boro containers during product transfers. Grounding and Landing may not be adequateprotection to prevent ignition or explosion of hydrocarbon liquids ant vapors that are static accumdaors.

(2} Special slow load procedures for "switch loading" must be followed \o avoid the static ignition hazard that can exst when higher flash point material (such as fuel oil or diesel) is loaded irto tanks previously G0ntairing low flash point products (such gasoline or rapñt@)

(3) Storage tank level float must be enectively bonded.

For more information on precaiAons to prevent static-initated fire or explosion, 6ee NFPA 77, Recomrnerxed Practice on Slatic Electricity (2o07), and API Recomrnerxed Practice 2003, Proection Against Igr?tions ArisingOn of Static, Lightning, and Stray Currents (2QB).

Conditions for safe storage, including incompatibilities

Kaep away from flame, spsrks, excessive temperatures and oper flame. Use approved containers. Keep containers closed and clearly labeled. Empty or partially full jxoduct containers or vessels may contain exposive vapors. Do not pressurize, cd, head, weld or expose certainers to sowces of igrition. Stora in a well-ventilated area. The storage area sho‹Jd comply with NFPA 30 "Flammable and Combustioe Ltqrzd Code". The cleani of tanks previously confining tNs product should follow API Recommended Practice (RP) 2013 "Cleaning Mobile Tanks In Flammable and Combustible Liquid lervice™ and API RP 2015 "Cleani•B Petroleum Storage Tanks".

Emergency eye wash capability should be available in the near proximity to operations presenting a potential splash exposure.

Keep away from food, drink and arimal feecL Incompatible with oxidizing agents. Incompatible wth acids.

%ECTK}W8.E¥POSUREGONTROLSfF'ERB0NALPROTECT!ON

Exposure **Guidelines**

Liat	Corrporord:e	)	CAB-No.		Type:	VaMe
O8HA21	**Xyl9ne**		1330-20-7	|	PEL	IN ppm 435 mgN3
	NapMhalerie		91-20-3	|	PEL	10 ppm 50 mpYri3
						100 mg/m3
ACGIH	Dleeel Fuel		6847&30•2	|	TWA	
	Xyiene		1330•20-7	|	TWA	100 ppm
			13$0-20-7	|	STEL	1ñi{I pp+-n
	t NepMh aleng	t	91•20•3		TWA	10 ppm
			91-20-3	|	STEL	150ppm
	Naianc		11¥-842	|	TWA	

Engineering rrmasuras

Use adequate ventilation to keep gas and vapor concentratiDnS Of this product L•elow occupational exposure and flammabili limits, particularly in confined spaces. Use only intrinsically safe electrical equipment approved for use in classified areas.

Eye protection

Safety glasses or goggles are recommended where there is a possibility of slashing or spraying.

Hand protection

Gloves constructed of nitrite, neoprene, or PVC are recommended Consult manufacturer specifications for funher information.

Skin and body protecñon

If needed to prevent skin contact, chemicBl protective clothing such as of DuPont TyChem , Saranex or equivalent recommnded based on degree of exposure The resistance of specific material may vary from product to product as well as with degree of exposure.

Respiratory protection

A NIOSH/ MSHA-approved air-punfying respirator with organic vap•ur cartridges or canister may be permissible under certain circumstar›oes where airborne concentrations are or may be expected to exceed exposure limits or for odor or irritation. Protection provided by air-purifying respiratore ie limited Refer to OSHA 29 CFR 1910.134, ANSI Z88.2-1992, NIOSH Respirabr Decision Logic, and the manufacturer for additional guidance on respiratory protection selection. Use a NIOSH/ MSHA-approved positive-pressure supplied-air respirator if there is a potential for uncontrolled release, exposure levels are not known, in oxygen-cleficient atmospheres, or any other circumstance where an air-punfying respirator may rot provide adequate protecbon.

Work / Hygiene practices

Emergemy eye wash capability should be availaoe in the near proximity to operations presenting a potential splash exposure. Use good personal hygiene practices. Avoid repeated and/or prolonged skin exposure. Wash harxls before eating, drinking, smoking, or using toilet facilities. Do nol use as a cleaning solvent on the skin. Do not use solvents or harsh abrasive skin cleaners for washing this product from ex posed skin areas. Waterless harxf cleaners are elective. gloves.

Promptly remove comaminated clothing and launder before reuse. Use care when laundering to prevent the formation of flammable vapors which could ignite via washer or dryer. Consider the need la discard contaminated leather shoes and

SECTION 0. PHYSICAL AND CHEMICAL PROPERTIES

Appea ance	Clear to sara' colcred liquid
Odor	Characteristic petroleum or kerosene- ike odor
Odor threshold	0.1 ppm typically repo ted
pH	Not applicable
Melting point/freezing point	Ile l point can be ali l -15 F freezicr •eqr ires labo•atorv condi'ion3
Initial boilinp point 8 range	1 *4 - S72 C (310 - *D2 F}
Flash point	Jd Ivliniv urr "or f/1 dieseL 0? Idinimum for h2 Uiese
Evaporation rate	€igAr iritia ly a nd declining as lighter componerts e 'a Lr rate
Flamrrobility (solid, gas)	'la enable vapor released b\' liquid
Upper explosive limit	6.5 %(V)
Lower explosive limń	0.C *A(V)
Vapor pressure	< 2 mm Hg at 20 °C
Vapor density (air = 1)	> 4.5
Relative densiŁy {wator = 1)	0.Bo g/"mL
Solubility(in water)	9 D90ć g/1D0 n L
Partition coelTicient (n-octanol/water)	> 3.3 as log Pow
Auto-ignition temperatura	**237 C: '495 F)**
Decomposition temperature	V7ill evaporate or boil and possiñl'y ignite efo•e decompos tion occurs
Kinematic viscosity	1 to 6 mm²/s range reported for No.1 or No.2 diesel at ambient temperatures
Conductivity (conductivity can be reduced by environmental factors such as a decrease in temp erat ure	3ie3cl Fi e| Oil.s al Imminul load rąC< At lua¿l z'* pS. m rr Lotu su rur Diesel (U! SD,. w th ul conduct vi•y addi:ive D pS/"m to 5 pS'm JLS3 ar terminul hab rack v‹ith corcuctiviry addir:¥e. Al least ć0 pS/m JP-P a: te°minal load rack: 150 pim to 635 pS.^m

SECTION 10. **STABILITY AND** REACTIVITY

Reactivity	Vapcrs may form xplosive mixturc vzith air. Hazardo•us polymeriza:ior dues not
Chemical stability	Slablu i nder nnr rfJal 'bond l one
Possibility of hazardous reactions	Can react with strong oxidizing agents, peroxices. acids and zlkalies. Do rat use 'with Viton or Flriorel gaskets a seals
Conditions to auoid	braid h gh temperatures. open flames sparks weld.ng. smok ng and other ,qniticn sources. *9.no* id stat is chs ¿e ace.umulotion and discharge •{soc Sect On 7)
Hazardous decomposifion products	lgn:Łion ani brirning can release carbon moroxicle, carbcn dioxide, non-c.cmbusted h'ydr n arbon3 {smoke) and. F4e nding on fnrrr•iJląlicn. tra że a.mnunl.s

of sulfur dioxide. Diecel exhaust particals may be a lung hazard (see Section 11}

SECTION 11. TOXICOLOGICAL INFORMATION

InhalBtlon	Vapors or mists from this material can irritate lhe nose, throat, and lungs. and can cause sipns and symotoms of central nervous system depression, depending on the concentration and duration oT exposure.
6kin contact	Skin irritation leadiFlg to dermatitis /TtBy Dccur upon prolonged or repeBted contact. Liquid may be absorbed through the skin in toxic amountg if large areB6 of skin are repeatedly exposed Long-term, repeated skin contact rriay cause shin cancer,
Eye contact	Eye irritation may result from contact with liquid, mists, and/or vapore.
îl¥g45tîoL¥	HarnYul or fatal if swallowed. Do NOT induce vomiting.This rreterial can irritate the mouth, thrœt, stomach, and cause nausea, vomiting, diarrhea ard restlessnecs Aspiration hazard if liquid is inhäled ii3tD lungs, particularly fFDm vomiting after ingestion. Aspiration may result in chemical pneumonia, severe lung damage, respiratory failure and even death.
Target organs	Central nervoue system, EYes, Skin, Kidney. Liser
FuMer informetlon	Studies have shawn that similar orodwm produCe skfn cancer or skin tumors in laboratory animale following repeated applications withoiz washing or removal. The significance of this findiFîÇj ID human exposure has not been determined. Œher studies with active skin carcinogeris have shawn that washing the animal's skin with soap and mater between applications reducœd tumor formation. Repeated over-expasure may cause liver and kidney injury IARC classiiies whale diesel fuel exhaust particulates as carcinogenic to humans (Group 1). NIOSH regards whale dieeel fuel exhaust particulates as a potential cause of occupational lung camer based on animal studies and limited eviclence in humans.

Component.

Fuels, diesel, No Z' Oaaoll - unspecIne<i	68476•34•6	truie ¢xal tariciiv .LDS0 œt Dose: 5.001 mg g ^cute demlal trinity LD50 rabbit Doso! 2,001 mg/Lg truie inhelalia torîcitv LC50 rat Dose: 7.64 m@ Ezposure timr: ‹ n Skin irritation Cle ssificatic+*: Irrdating to skin. Resüit. 6evare sk In irrita1fcn Eye irÑtglim CiBsafication: Irritatin g io eyes. Reautt: Mild eye irritation
Nonane	111•84•2	#cute ¢xal taricily LDS0 maJse Dose: 218 mgAg ^cute inhe1efia• toxicitv LC50 rat Exgosure time: 4 h
Naphthalene	91-20-3	^cute wel toxi¢ilY LDAO rat Dose: 1.001 mgAg Acuta dermal ïœlcitv LDSD ral Dose: 2.501 rngAg

		Acute inhalation tovicilv. LC50 rat Dose 101 m get Exposure tme: 4 h .°Js in irriIntion Classification: Irrn aling to skin. Result: INId skin irritaucn Eve •rrilat on Classiftca1ion. Irntatinq to eyes. Besult: ¥ñId eye irritation kg Ivin c•rjen init-y NI1 *QQ42218Q*
1,2,4-Trimethylbenzene	95-63-6	Acute infra iatiori tovicitv LC5o rat Dose 18 mg/t Exposure Anne: 4 h S«in in'i1ation Classification: irrnaiing to skin. Result: Skin Irntaticn Eve irrilat on Classification. Irntating to eyes. Pesult: Eye irr¡tatic+i
Xylene	1330-20-7	Acute a-al locicity LO50 rat Uoue. z.d4L' mgMg beu1e dema l tax miry LDS d rabbil Dose: ca. 4,500 mg/kg Acute inhalation tovirity LC50 rat Dose 5,3ñ0 mg Mposure tme: 4 h .Min irri\ation Classification: IrrJaiinp to skin. **Result:itId skin irritat•cn** Repealed cr prolc<iged exposure may cause sKIn irr italic<i and deimatilis. due to d+gr+a•!^8 p pertie9 cY th+ prcdu ct. Eve irritat on Classitcation. Irntating to eyes. Pesult:MId eye irritation

Carcinogenicity

NTP	Naphthalene (CAS-No 91-20-3)
IARC	Naphthalene (CAS-No . 91-20-3)
OSHA	No component of this product vAich is present at levels greater than or equal to D 1 is identified as a carcinogen oi potential carcin0per by OSH A
CA Prop 65	WARNING! This prooUct contains a chemical known to the State of California to cause cancer. naphthalene (CAS-No.: 91-20-3)

SECTION 12. ECOLOGICAL INFORMATION

Additional ecological inforrmition		Keep out of sewers, drainage areas, *ano* watea•zays. Report spills and releases. as applicable, under Federal and State regulations.
Component:		
Diesel	8847L34-8	Toxicity to fish LC50 spnies. Jerdane ila non dae Dose: S4 mg1

Exposure time: 96 h

Toxicity to daphnia:
Species: Palaamonaias pugio
TLm (48 hour) = 3.4 mg/l

SECTION 13. DISPOSAL CONSIDERATIONS

Dis ' u"i ner and unused contents in accordance with federal, state and re e

SECTION 14. TRANSPORT II\FORMATION

CFR

Proper shipping name	DIESEL FUEL
MN•No.	UN12D1 (NA 1993)
Class	3
Packing group	III
Proper shipping name	DIESEL FUEL
UN•No.	UN1202 (NA 1993)
Glass	3
Packing group	III

IATA Cargo Transport

UM UN-No	UN1202 (NA 1993)
Descripbon of the gcods	DIESEL FUEL
Class	3
Packaging group	
Packing instruction {cargo aircraft)	366
Packing instruction (cargo aircraft)	Y344

IA7A Passenger Transport

UM UN-No.	UN1202 (NA 1993)
Description of the goods	DIESEL FUEL
Cfacs	3
Packing instruction (passenger aircraft)	355
Packing instruction (passenger aircraft)	Y344

IMDO•Gode

UN—No.	UN 1202 (NA 1993)
Description of The goods	DIESEL FUEL
Class	3
Packaging group	III
IMDG-Labels	3

EmS NumLor	F-E S-E
Marine pollutant	No

SECTION 15. REGULATORY INFORMATION

C ARC LA SECTION 103 anB 8ARA SECTION J04 (RELEASE TO THE ENVIROMEN T)
Tire C!• RC R\ deliiùtion of liazardous aubuances containz a "j+etroJeuni exclusion" clause z'hich exempts cmde oil. *kracâons* ofcrude o:i1, and piodmts (both 6nisiud and intamediate) 6om the mde oil rrfsriig pri'ccss tual any indignwu-s cuinpciicnls uf stich mm the CERCLA Sccliuii 103 Liu regrets. However, other federal reperfirg requirements, including S.WA Secfion 304, as z'ell as the Clean Water Act may still apply.

TSCA Status	On TSCA Inventory
DSL Status	All components of this product are on the Canadian DCL list.
SARA 311J312 Hazards	Fire Hazard Acute Health Hazard Chronic HealtLt Hazard

SARA III — US. EPA Emergency Planning and Cownunity Ri@t• To•Know Act (EPC RAJ 9ARA 7r0e III Section 313 Toxic Chemlcals (40 CFR 37J.65d - Supplier NcoficatIcn ReqMlred

Components	CAS-No
Xylene	1330-20-7
1,2,4-Trimethylbenzene	95-63-6
Napkthalene	91-20—3

PENN RTK — UG. Tann Sylva / i8 Worker and CounityRIghi-to-Mon Law‹ 3•4 Pa. Co‹sa Chap. 301-ZZZ)

Components	CAS°No
Nonane	111-842
NapMhalana	91-20-3
1,2,4•Trirnethylbenzene	95-63-6
zylsne	1330.20.7
Fuels, diesel, No 2; Qasoll • unspecified	68476-34-6

IvJ Afii5 RTK — U9. Me BsachuBeltB Ccmmceiweakh'e Righl•to•Know Law ‹Appendix A to 165 Co6 of Mascs Ehuse0s Pe{platiceis Se ctior 67#.000›

Components	CAS-No
Xylena	133O• 20-7
1,2,4•Trimethylbenzene	95—63—6
NapMhalana	91-2&•8
Nonane	111-842

NJ RTK — U6. New Jersoy Wwker and Community Rid*t-to-Km Act (New Jersey 6tetute Anncñated Soctiwi 34:SA-5)

Components	CAS-No
Nonene	111-B4-2

Naphthalene	**91-20-3**
1,2,4-Trimethylbenzena	**95-63-6**
Kylene	**1330-20-7**
Fuels, dlese l, No 2; Gasoll - unspecified	**68476-34-6**

California Prop 65 — WARNING! This product contai ns a chemical known to the State of California to cause cancer

Naphthalene	91-20-3

SECTION 16. OTHER INFORMATION

Further information

The information provided in this Hafezy Data Sheet is correct to the best of our knowledge, information and Lelief at the date of its publication. The information given is clesigned only as guidance for safe handli ng, use. processing storage, transportation disposal and release ano is not to be considered a warraNy or qualit y specification The ‹nformatiDn relates only fa lhe specific material designated and may nat be valid fDr such material used in combination with any other mater ials or in any process, unless specified in the text

1g/29/201 2

1153, 1250, 1443, 1454. 1814 1815, 18G6. 1925

Figure 4 – Operations Procedures for Mobile Pumping Unit

Operations

OPS-001
Logistics

A. Contact agent. Confirm product and quantity to be transferred, time of vessel arrival. Verify dock/berth number and the time fueling is to be commenced. Inquire about the fittings necessary to connect hose to ship manifold.

B. 24 hours prior to job, notify USCG of intent to transfer product over water. Name of vessel to be fueled and location transfer is to take place.

C. Inform port director of job specifics; location, name of vessel, product, etc.

D. Notify trucking company of job details.

1. Product to be transferred.
2. Quantity to be transferred.
3. Time Trucks need to arrive.
4. Any dock specific information.

E. Check weather conditions for the day the transfer is to take place. If wind speeds are to exceed 35 mph fueling will be delayed. Lightning within 5 miles of transfer location will shut down transfer for minimum 30 minutes or until an all clear is given. Continue monitoring weather conditions leading up to and during the transfer as conditions chance often.

OPS-002
Transit

A. Pre-Trip

1. Check Fuel, Lube, and coolant levels on truck and trailer engines.
2. Check tire pressure on truck and trailer. Verify spare tires are available. Make sure wheel chalks are on trailer.
3. Check paperwork inside glove box. Make sure insurance card is to date. Have fuel card on your person.
4. Verify spill kit is stocked. Make sure marker cones and banner are on trailer. Proper fittings are available, extra gaskets, tools, etc.
5. Double check all paperwork.
6. Plan your route prior to departure.

OPS-003. Transfer Ops.

A. Upon arriving alongside ship, align hose reel with ships fuel manifold Place parking brake on and Chock trailer wheels. Hang banner on back of trailer and set out marker cones in a manner so that forklifts and other vehicles do not pass between pump trailer and fuel trailer. Lay out containment boom prior to sending hose up to ship.

B. Things to consider when choosing what hose or hoses to send to the ship include, but are not limited to, the change in tides, overall distance between pump trailer and ships fuel manifold, etc. ALWAYS LEAVE AT MINIMUM 10 FEET OF SLACK IN HOSE TO PREVENT THE HOSE FROM BINDING.

C. Complete DOI **(pre-bunker checklist)** with PIC of ship.

D. Align fuel trailer with suction hose. Chock wheels once aligned.

1. Verify paperwork and BOL, setup drip sampling bottle. **Attach sample bottle to the drip sampler fitting and adjust valve so that drip will completely fill the sample bottle before the trailer is empty.** Sample bottles are to be labeled with trailer number, BOL#, product name, start and finish time, seal number, and yours and the driver's initials.
2. Make sure trailer is properly vented. **Climb to the top of the trailer and open hatch leaving it "high dogged".**
3. Check gasket on suction hose EVERY TIME you connect to trailer. **Connect suction hose to trailer manifold.**

E. Commence Transfer

1. To begin transfer open belly valve on trailer 1st. **Belly valves vary from trailer to trailer. They are designed as a redundant valve. In the event of failure at hose connection, this valve can be closed to prevent further loss of containment. Some are levers attached to a cable located underneath the trailer and you simply pull the lever, while others are in a box and are hydraulic. These require you to flip a switch and pump a lever to open the valve. Ask the driver for assistance if you have trouble locating the belly valve.** Next, you will open the valve where the suction hose connects to the trailer. Verify there are no leaks from fuel trailer to pump trailer.
2. Once ship is ready to receive product, open suction valve 1st. Then kick pump in gear. Last, slowly open discharge valve. Check for any leaks.
3. Verify with ship no leaks present before bringing to max rate **as agreed upon with vesselPIC.**
4. Once trailer is empty Idle engine down then walk suction hose out towards pump. Close discharge valve 1st, then close suction valve. Kick pump out of gear. disconnect suction hose and cap.
5. Notify ship upon completion of each trailer and again before commencing with the next.

F. Complete Transfer

1. Once last trailer is complete, notify ship to prepare for line clearing. Connect air hose from compressor to fitting on discharge side of pump. Once ship is ready, open air valve slowly to begin line clearing. **If you do not have access to air, simply continue pumping for a few minutes after the last trailer is empty and pump will push remaining product through the line.**
2. Complete all paperwork and make sure you and the ship both have copies. Verify ship stamp is on paperwork. **(If the vessel is issuing a dispute for quality or quantity, they must still stamp the bunker delivery receipt and issue a separate dispute. No comments are to be made on the bunker delivery receipt).** Give samples to ship PIC and place yours in the box.
3. Button up all equipment cleaning product residue off as you go (fittings, tools, etc.) Police the area around transfer looking for product residue, trash, etc., before departing.
4. Complete pre-trip before departing. **Refer to OPS-002 for guidance.**

Figure 4 – Operations Procedures for Tanker

OPS-001
Logistics

A. Contact agent. Confirm product and quantity to be transferred, time of vessel arrival. Verify dock/berth number and the time fueling is to be commenced. Inquire about the fittings necessary to connect hose to ship manifold.

B. 24 hours prior to job, notify USCG of intent to transfer product over water. Name of vessel to be fueled and location transfer is to take place.

C. Inform port director of job specifics; location, name of vessel, product, etc.

D. Notify trucking company of job details.

1. Product to be transferred.
2. Quantity to be transferred.
3. Time Trucks need to arrive.
4. Any dock specific information.
5. **Check weather conditions for the day the transfer is to take place. If wind speeds are to exceed 35 mph fueling will be delayed. Lightning within 5 miles of transfer location will shut down transfer for minimum 30 minutes or until an all clear is given. Continue monitoring weather conditions leading up to and during the transfer as conditions chance often.**

OPS-002. Transit

A. Pre-Trip

1. Check Fuel, Lube, and coolant levels on truck and trailer engines.
2. Check tire pressure on truck and trailer. Verify spare tires are available. Make sure wheel chalks are on trailer.
3. Check paperwork inside glove box. Make sure insurance card is to date. Have fuel card on your person.
4. Verify spill kit is stocked. Make sure marker cones and banner are on trailer. Proper fittings are available, extra gaskets, tools, etc.
5. Double check all paperwork.
6. Plan your route prior to departure.

OPS-003. Transfer Ops.

B. Upon arriving alongside ship, align truck discharge manifold with ships fuel manifold Place parking brake on and Chock trailer wheels. Hang banner on back of trailer and set out marker cones in a manner so that forklifts and other vehicles do not pass between fuel trailer. Lay out containment boom prior to sending hose up to ship.

C. Things to consider when choosing what hose or hoses to send to the ship include, but are not limited to, the change in tides, overall distance between pump trailer and ships fuel manifold, etc. ALWAYS LEAVE AT MINIMUM 10 FEET OF SLACK IN HOSE TO PREVENT THE HOSE FROMBINDING.

D. Complete DOI **(pre-bunker checklist)** with PIC of ship.

1. Verify paperwork and BOL.
2. Fill out sample bottle labels. Sample bottles are to be labeled with trailer number, BOL#, product name, start and finish time, seal number, and the driver's initials.
3. Make sure trailer is properly vented. **Climb to the top of the trailer and open hatch leaving it "high dogged".**
4. Check gasket on suction hose EVERY TIME you connect to trailer. **Connect suction hose to trailer manifold**

E. Commence Transfer

1. To begin transfer open belly valve on trailer 1st. **Belly valves vary from trailer to trailer. They are designed as a redundant valve. In the event of failure at hose connection, this valve can be closed to prevent further loss of containment. Some are levers attached to a cable located underneath the trailer and you simply pull the lever, while others are in a box and are hydraulic. These require you to flip a switch and pump a lever to open the valve.** Next, you will open the valve where the suction hose connects to the trailer. Verify there are no leaks from fuel trailer to pumps suction valve.
2. Once ship is ready to receive product, open suction valve 1st. Then slowly open discharge valve. Last, engage PTO with truck at idol. Check for any leaks.
3. Verify with ship no leaks present before bringing to max rate **as agreed upon with vessel PIC.** Adjusting cruise control to a 1000 RPMs will raise pumping rate to 125-130 gallons per minute .
4. Once trailer is empty Idle engine down then walk suction hose out towards pump. Close suction valve 1st, then close discharge valve. Disengage PTO. disconnect suction hose andcap.
5. Notify ship upon completion of each trailer and again before commencing with the next.

F. Complete Transfer

1. Once trailer is complete, notify ship to prepare for line clearing. Once ship is ready, open the air valve slowly to begin line clearing.
2. Complete all paperwork and make sure you and the ship both have copies. Verify ship stamp is on paperwork. **(If the vessel is issuing a dispute for quality or quantity, they must still stamp the bunker delivery receipt and issue a separate dispute. No comments are to be made on the bunker delivery receipt).** Give samples to ship PIC and place yours in the box.
3. Button up all equipment cleaning product residue off as you go (fittings, tools, etc.) Police the area around transfer looking for product residue, trash, etc., before departing.
4. Complete pre-trip before departing. **Refer to OPS-002 for guidance.**

DATE: December 30, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Resolution R-26-02:** Renaming the east/west running portion of Avenue Y, NE generally located within the Winter Haven city limits and north/west of Ware Avenue, NE as Ware Avenue, NE.

BACKGROUND

The Swan Lake Estates Unit Number Four subdivison plat was approved by the City Commission and subsequently recorded in the Public Records of Polk County in February, 1983. As part of this plat, a single roadway connecting to the existing Ware Avenue, NE, and extending to the city limits on the west, was dedicated to the City. This roadway is identified on the subdivision plat as Ware Avenue, NE.

At some point in time since the roadway was platted, the portion located west of the northernmost curve was renamed to Avenue Y, NE as reflected in E911 Addressing records. A search of City records could not find where the City Commission took formal action to rename this portion of the roadway to Avenue Y, NE.

Upon conversations with property owners abutting this portion of Avenue Y, NE, it was found there is a desire to restore the roadway's name to the originally platted name of Ware Avenue, NE. The renaming will cover the approximate 400-foot portion of Avenue Y, NE from its connection to Ware Avenue at the curve to the city limits located to the west.

Once Resolution R-26-02 is approved by the City Commission, the Polk County E-911 Addressing Office will notify affected emergency response agencies and other government agencies. The Addressing Office will also coordinate the posting of appropriate roadway signs with the City's Streets and Drainage Division once approved.

STRATEGIC PLAN ALIGNMENT

This request assigns a name to an unnamed roadway, and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Infrastructure and Responsible Government Strategic Pillars.

FINANCIAL IMPACT

There will be a small financial impact to cover the cost of adding proper street name signage along this portion of the roadway.

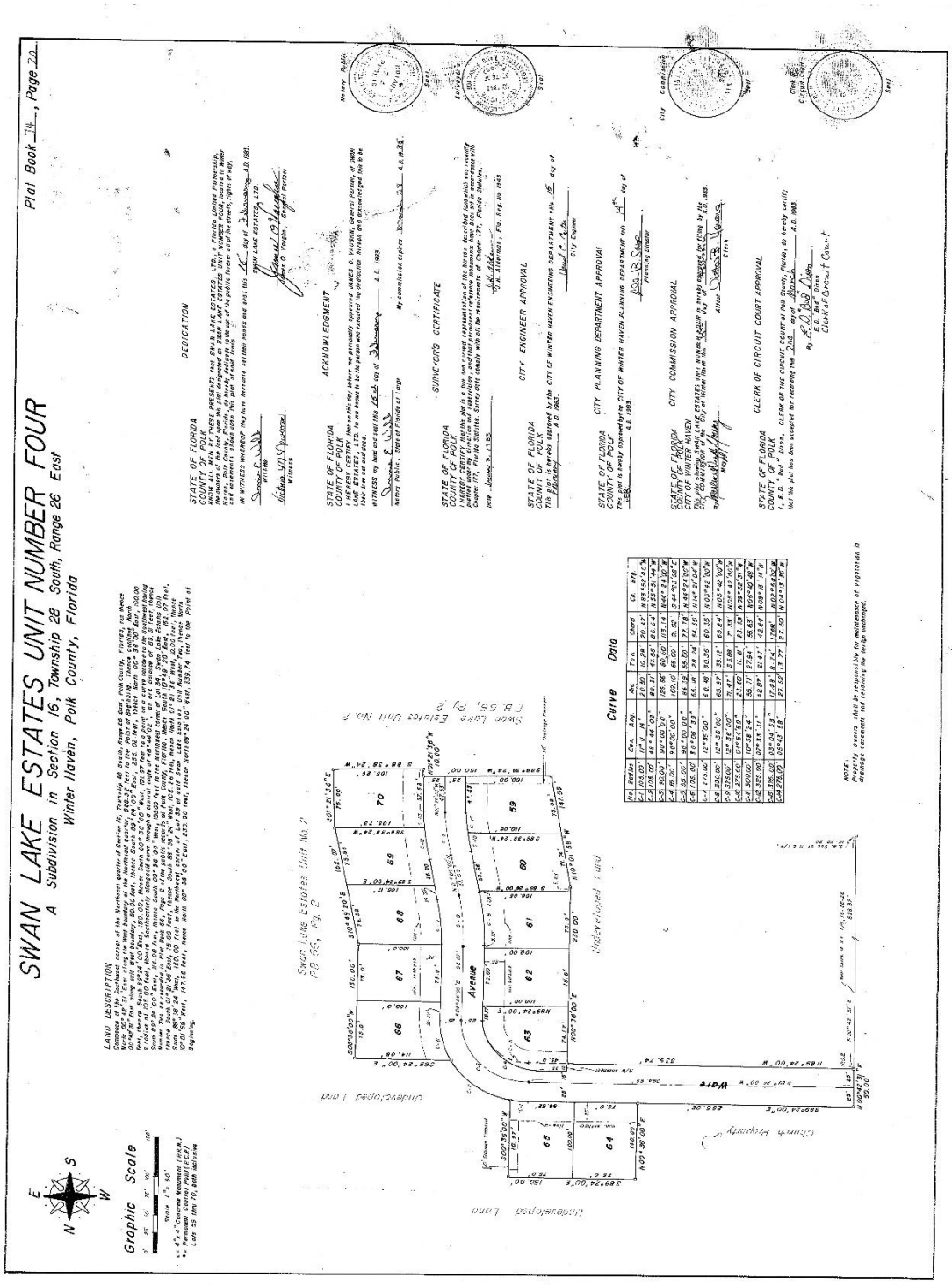
RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-02 and authorize the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENTS

- Swan Lake Estates Unit Number Four Subdivision Plat
- Resolution R-26-02

Swan Lake Estates Unit Number Four Subdivision Plat



RESOLUTION R-26-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA RENAMING THE APPROXIMATE 400-FOOT EAST/WEST RUNNING PORTION OF AVENUE Y, NE LOCATED WITHIN THE WINTER HAVEN CITY LIMITS AND NORTH/WEST OF WARE AVENUE, NE AS WARE AVENUE, NE; MAKING FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Swan Lake Estates Unit Number Four Subdivision Plat as recorded March 2, 1983, in Plat Book 74, Page 20 of the records of Polk County, Florida names the east/west running roadway located within the Winter Haven city limits and north/west of Ware Avenue, NE as Ware Avenue, NE; and

WHEREAS, an official action renaming this portion of roadway as Avenue Y, NE cannot be located; and

WHEREAS, there are two developed parcels and two undeveloped parcels located along this portion of Avenue Y, NE; and

WHEREAS, the owners of the two developed parcels are in agreement with the request to rename the approximate 400-foot east/west portion of Avenue Y, NE lying within the Winter Haven city limits and north/west of Ware Avenue, NE as Ware Avenue, NE; and

WHEREAS, the City Commission finds that naming the approximate 400-foot east/west running portion of Avenue Y, NE lying within the Winter Haven city limits and north/west of Ware Avenue, NE to Ware Avenue, NE is in the best interests of the residents and citizens of the City of Winter Haven and promotes the health, safety and welfare of the citizens and residents of the City.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. That the approximate 400-foot east/west running portion of Avenue Y, NE located within the Winter Haven city limits and north/west of Ware Avenue, NE, and as depicted on Exhibit “A”, is hereby named to Ware Avenue, NE effective immediately upon the effective date of this Resolution.

3. If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

4. Any Resolution in conflict herewith is hereby repealed but only to the extent of the conflict and as required to give this Resolution full force and effect.

5. This Resolution shall take effect immediately upon passage and the City Manager is authorized to coordinate the street renaming authorized herein with Polk County E9-1-1 Addressing and the installation of new street name signs and other necessary actions related thereto.

6. A certified copy of this Resolution shall be recorded in the public records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 26th day of January, 2026.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
William Brian Yates

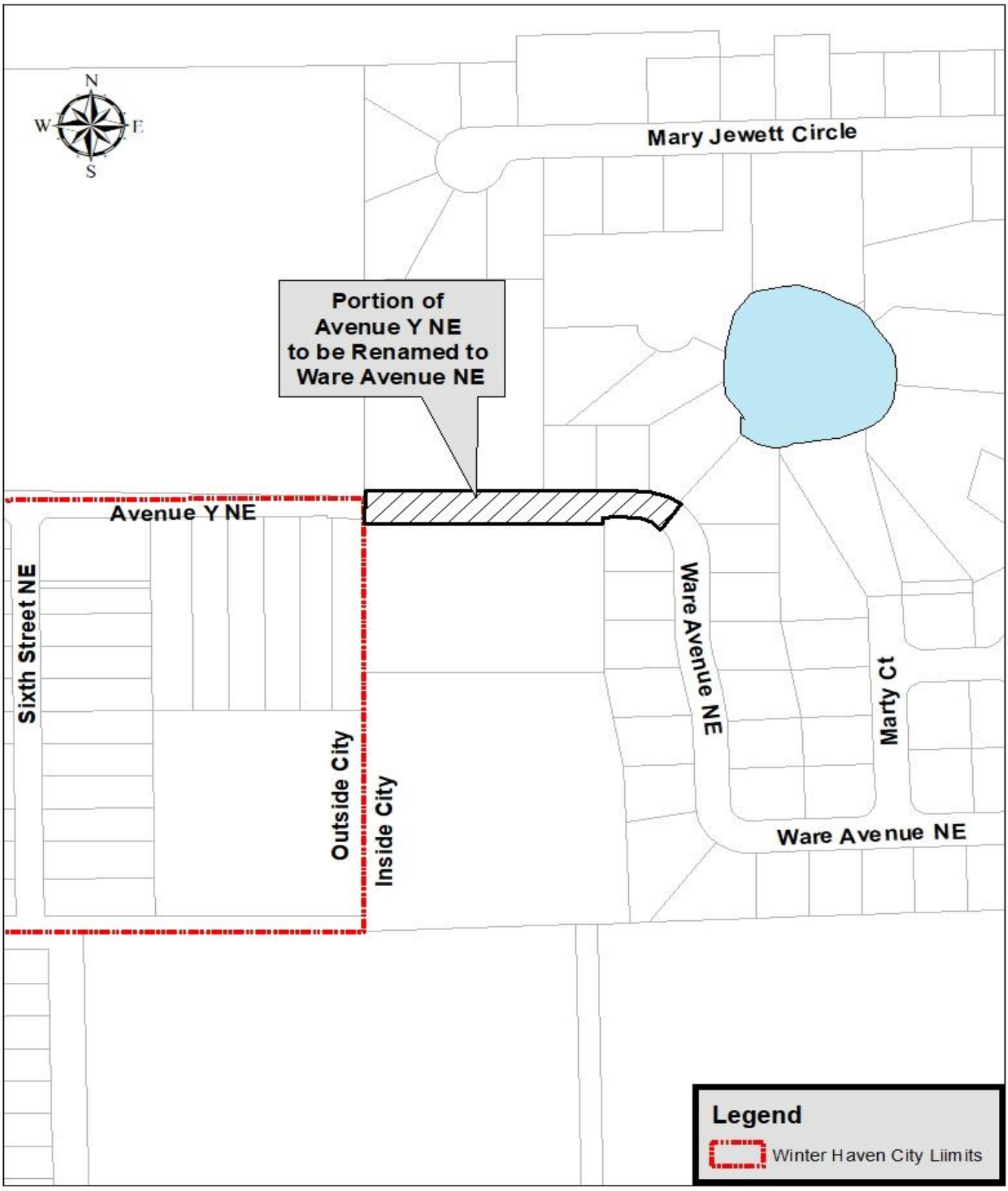
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


N
W
E
S
Mary Jewett Circle
Portion of Avenue Y NE to be Renamed to Ware Avenue NE
Avenue Y NE
Sixth Street NE
Outside City
Inside City
Ware Avenue NE
Marty Ct
Ware Avenue NE
Legend
Winter Haven City Limits

DATE: January 16, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Brittany Hart, Public Works Director
Tyler Williams, Capital Project and Strategic Initiatives Manager

SUBJECT: **Resolution R-26-03:** Approving Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement for the Construction of Roosevelt Drive from SR 540/Cypress Gardens Blvd to Register Road

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BACKGROUND

The Florida Department of Transportation (FDOT) awarded a $1,211,102 grant to the city for the purpose of funding a portion of the complete street enhancements along Roosevelt Drive from SR 540/Cypress Gardens Blvd to Register Road. The Current FDOT work program allocates $1,211,102 towards construction. No local match is required from the city as part of the grant. Any construction costs that exceed the FDOT-funded amount would be the responsibility of the City and would not be eligible for reimbursement. The City has expended $145,656 in local funds for the design of the project.

Resolution R-25-40 was previously approved by the City Commission on July 28, 2025 authorizing the LAP grant agreement to be executed for a maximum reimbursement of $926,935 for improvements on Roosevelt Drive from SR540/Cypress Gardens Blvd to Register Road. Subsequent to that approval, FDOT identified an error within the FDOT Work Program that did not accurately reflect the full construction funding amount associated with this project. FDOT has since revised the Work Program and corresponding Local Agency Program (LAP) Agreement to reflect the corrected construction funding total of $1,211,102. As a result of this revision, the LAP Agreement must be re-approved by the City Commission via resolution. No changes to the project scope are proposed.

This project will make the following significant upgrades to Roosevelt Drive from SR 540/Cypress Gardens Blvd to Register Road:

- Extend the roadway to connect with Register Road, improving connectivity
- Addition of pedestrian facilities in areas where none currently exist
- Improved drainage with new curb, gutter, and rain gardens to manage stormwater

- Resurface the roadway to enhance drivability

To receive the funding from FDOT, the city is required to enter into a Local Area Program (LAP) Agreement with FDOT. Resolution R-26-03 approves the LAP Agreement and authorizes the City Manager to execute the LAP Agreement for the project. Major points of the LAP Agreement are summarized below:

- The city will be reimbursed a maximum of $1,211,102 for the construction of the proposed improvements;
- Construction of the project must be completed by June 30, 2029;
- The project must ensure all Federal and State auditing requirements are met;
- The project must follow all Federal and State procurement and construction requirements; and
- The project bidding process must ensure Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request. If approved, the City will be eligible to seek reimbursement from the FDOT in an amount not to exceed $1,211,102 for the construction and improvement of Roosevelt Drive from SR 540/Cypress Gardens Boulevard to Register Road.

STRATEGIC PLAN ALIGNMENT

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

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

RECOMMENDATION

Staff recommends that the City Commission approve Resolution R-26-03, approving the LAP Agreement and authorizing the City Manager or his designee to execute the FDOT Local Agency Program Agreement between the City of Winter Haven and the FDOT for the Construction of Roosevelt Drive from SR 540/Cypress Gardens Blvd to Register Road and take any other necessary and appropriate actions related thereto.

ATTACHMENTS

- Resolution R-26-03
- FDOT LAP Agreement

RESOLUTION R-26-03

A RESOLUTION APPROVING A LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF WINTER HAVEN, FLORIDA AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF ROADWAY, SIDEWALK, AND LANDSCAPE IMPROVEMENTS ASSOCIATED WITH THE COMPLETE STREET PROJECT ON ROOSEVELT DRIVE FROM SR 540 / CYPRESS GARDENS BLVD TO REGISTER ROAD AND ANY SUPPLEMENTAL AGREEMENTS AND/OR AMENDMENTS THEREOF AND AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY OF WINTER HAVEN SAID LOCAL AGENCY PROGRAM AGREEMENT APPROVED HEREIN AND ANY FURTHER NECESSARY SUPPLEMENTAL AGREEMENTS AND/OR AMENDMENTS THERETO; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR ADMINISTRATION CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the on July 28, 2025 the City Commission passed Resolution R-25-40 approving a Local Agency Program Agreement with the Florida Department of Transportation (FDOT) for the below described road project which reflected an incorrect reimbursement amount of $926,935.00 for the below described road project; and

Whereas, the FDOT has actually programmed $1,211,102.00 in its current Work Program in the form of a reimbursable grant for a maximum reimbursement of $1,211,102.00 for the construction of roadway, sidewalk and landscape improvements to the City of Winter Haven Roosevelt Drive from SR 540/ Cypress Gardens Blvd to Register Road; and

Whereas, it is necessary for the City Commission to approve the Local Agency Program Agreement for the subject road project in order to reflect the correct amount of the FDOT reimbursement amount of $1,211,102.00; and

Whereas, the City of Winter Haven desires to approve a Local Agency Program Agreement with the Florida Department of Transportation for funding for construction of the subject roadway, sidewalk, and landscape improvements along Roosevelt Drive from SR 540/ Cypress Gardens Blvd to Register Road and authorize the City Manager to execute said Agreement and any necessary supplemental agreements and/or amendments thereto on behalf of the City of Winter Haven, Florida.

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

That a Local Agency Program Agreement between the City of Winter Haven, Florida, and the FDOT related to roadway, sidewalk, and landscape improvements along Roosevelt Drive from SR 540/ Cypress Gardens Blvd to Register Road and identified as Federal No: D125-075-B, Federal Project No: 451699-1-58-01 and attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved and the City Manager is authorized to execute, amend, and deliver said Local Agency Program Agreement and all supporting documentation including but not limited to supplemental agreements and/or amendments related to the said Local Agency Program Agreement and to take any other necessary and appropriate actions related thereto on behalf of the City of Winter Haven, Florida.

1. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

2. 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.

3. This Resolution shall take effect immediately upon passage by the City Commission and remain in effect until repealed by Resolution of the City Commission.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 26th day of January, 2026.

_____
Mayor-Commissioner
William Brian Yates

ATTEST:

_____
City Clerk
Vanessa Castillo, MMC

Approved as to form:

_____
City Attorney
Frederick J. Murphy, Jr.

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FPN: 451699-1-58-01	FPN:	FPN:
Federal No (FAIN): D125-075-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No:16 - City of Winter Haven Contract No:
Recipient Vendor No: F596000453027 Recipient Unique Entity ID (UEI) No: PFVYT3KUR5U9

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Winter Haven ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction and CEI services on a project which consist of improving and extending the sidewalk, multipath, and landscape on Roosevelt Dr. from SR540 (Cypress GardenBoulevard) to Register Rd., as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,211,102.00 (One Million, Two Hundred, Eleven Thousand, One Hundred, Two Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,211,102.00 (One Million, Two Hundred, Eleven Thousand, One Hundred, Two Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

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If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds

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approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's

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Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

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f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for 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 the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

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☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Winter Haven

By: _____
Name:
Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: Director of Transportation Development

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 451699-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Winter Haven (the Recipient)

PROJECT LOCATION: OFF STATE HWY SYS/OFF FED SYS

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:
POLK 16900022 COMPOSITE 2 0.09 / 0.278 0.188

PROJECT DESCRIPTION: Roosevelt Dr Improvement from SR540 to Register Rd

Improvements to Roosevelt Dr. will include resurfacing the exsiting segment of the roadway and extending the road to connect with Register Rd. Improvements will include adding a curb and gutter section to the exsiting protion of roadway, adding a concrete sidewalk on the north side and an asphalt side path on the south side, and incorporating rain gardens into the area.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"

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3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

The Agency will be responsible for providing the Construction LAP agreement partially executed with the executed Resolution by the agency signed through the agency's authorization process.

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

For LAP projects that are off-system, the Agency will be responsible for providing the 60%, 90%, and 100% (final) plans submittals along with a signed Engineer's Estimate is needed.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by: September of 2025
b) Right-of-Way requirements identified and provided to the Department by: TBD
c) Right-of-Way to be certified by: September of 2025
d) Construction LAP Agreement to be Fully Executed by: October of 2025 .
e) Construction to be Advertised by: November of 2025
f) Construction to be completed by: June 30th 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2026 for Construction and CEI services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Winter Haven P.O. Box 2277, Winter Haven, FL, 33883	451699-1-58-01 451699-1-68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2026 (ACSU)	$ 1,211,102.00	$	$	$ 1,211,102.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 1,211,102.00	$ 0.00	$ 0.00	$ 1,211,102.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$	$ 0.00	$ 0.00	$
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,211,102.00	$ 0.00	$ 0.00	$ 1,211,102.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon

Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2025.12.30 07:25:42 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: F513F6E2-773A-4BEA-B60B-D1C1304AE09C

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$1,211,102.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

Docusign Envelope ID: F513F6E2-773A-4BEA-B60B-D1C1304AE09C

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

    a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

    b) Properly mulch plant beds;

    c) Keep the premises free of weeds;

    d) Mow and/or cut the grass to the proper length;

    e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

    f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

    The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.

DATE: January 9, 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: Heather Reuter, Senior Planner

SUBJECT: **Ordinance O-26-05:** Request by Timothy F. Campbell to rezone a portion of a parcel from Planned Unit Development (PD) zoning district to Commercial-Highway (C-3) and Conservation (CN) zoning districts. **General Location:** The southern portion of a parcel generally located at the southwest corner of the intersection of Cypress Gardens Boulevard and US Highway 27. The area covered by this request is 26.64± acres.

BACKGROUND

Timothy F. Campbell, petitioner, requests the City rezone a portion of a parcel from Planned Unit Development (PD) zoning district to Commercial- Highway (C-3) and Conservation (CN) zoning districts. The property subject to this request is the southern portion of a parcel generally located at the southwest corner of the intersection of Cypress Gardens Boulevard and US Highway 27. The undeveloped property contains approximately 26.64± acres and consists of uplands (20.43± acres) and the Peace Creek (6.21± acres). The 2035 Future Land Use Map designates the upland area of the subject parcel as Regional Mixed Use Hub and designates Conservation along the Peace Creek Canal. Current PUD Ordinance O-22-23 permits up to 313 multi-family residential units on the subject property. The northern portion of the parcel was subject to a PUD amendment in July 2025 and is subject to PUD Ordinance O-25-19, which generally follows the C-3 zoning district for both uses and development intensities.

Through discussions with staff, the petitioner has indicated an automotive dealership and accessory service department intends to relocate to this property. At this time, the petitioner has not identified any other C-3 zoning permitted uses for site development.

SURROUNDING USES

Surrounding uses include the northern portion of the undeveloped parcel subject to PUD Ordinance O-25-19 to the north; US Highway 27, outdoor commercial uses, and vacant lands to the east; a single-

family home located in Unincorporated Polk County to the south; and the Peace Creek Canal and the Carlton Arms apartments to the west. The subject property is located at the far eastern end of the highly urbanized Cypress Gardens Boulevard corridor, and represents one of the last large undeveloped parcels on the corridor.

INFRASTRUCTURE

The subject property is currently entitled for 313 multi-family residential units. Although the exact size of the proposed automotive dealership has not been determined, the dealership is expected to generate significantly less demand on water, wastewater, and transportation infrastructure than the currently permitted multi-family residential use. In addition, elimination of the multi-family residential use will remove any impact on public schools. A final concurrency determination shall be made at the time the property receives site plan approval and is developed.

COMPREHENSIVE PLAN

The subject property is designated as a combination of Regional Mixed Use Hub and Conservation Future Land Uses. The requested C-3 and CN zoning districts are consistent with these designations.

NOTIFICATION

All notification requirements for this request were met.

FINANCIAL IMPACT

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

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

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

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

CONCLUSION

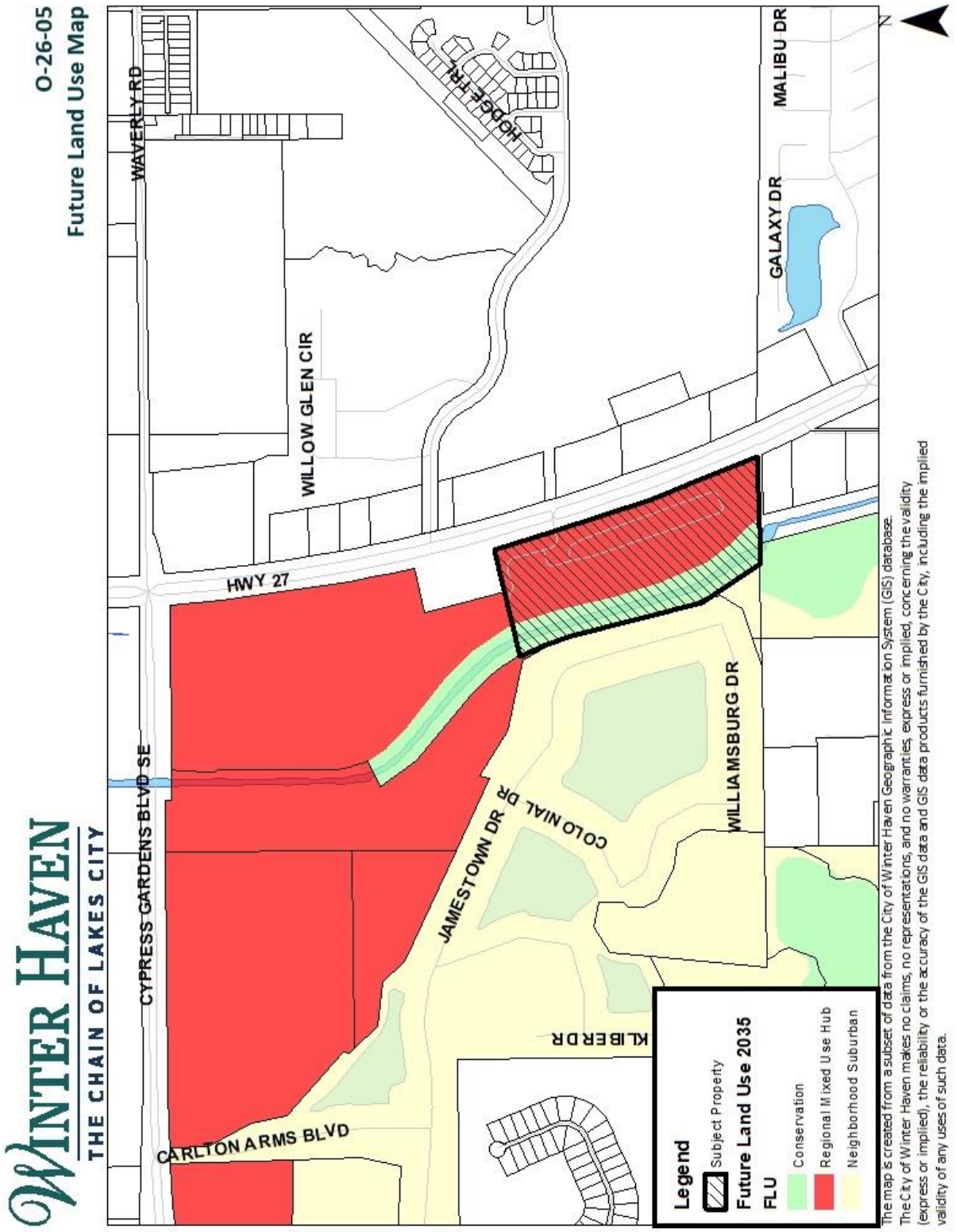
The removal of the Planned Unit Development zoning, which allows for multi-family residential, to C-3 and CN zoning designations, is compatible with the property's location along an arterial highway corridor. The proposed changes are consistent with the development pattern in the area and of that contemplated by the Regional Mixed Use Hub Future Land Use designation.

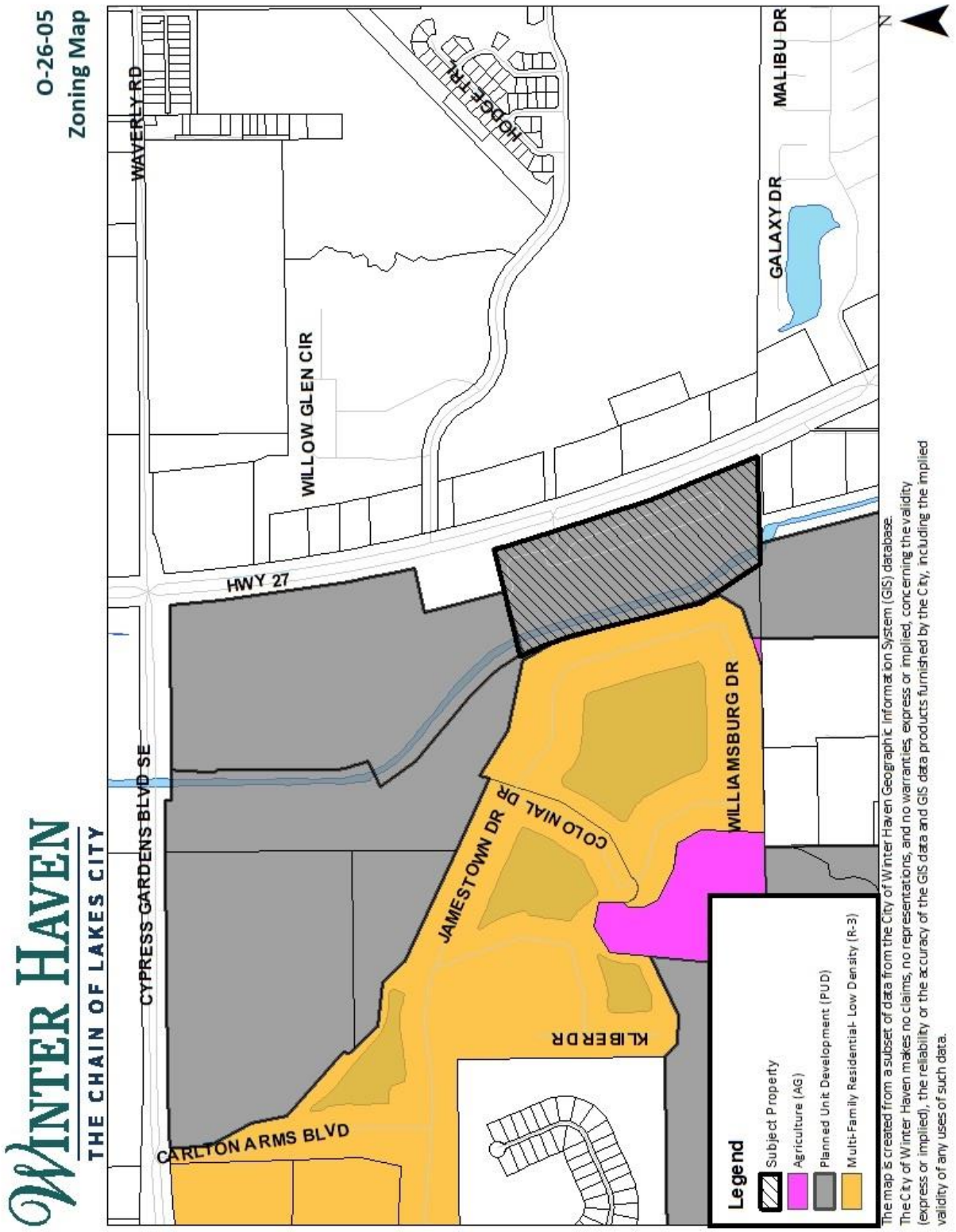
RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-05.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-26-05


O-26-05
Future Land Use Map
WAVERLY RD
HOBBIE TRL
MALIBU DR
GALAXY DR
WILLOW GLEN CIR
HWY 27
CYPRESS GARDENS BLVD SE
JAMESTOWN DR
COLONIAL DR
WILLIAMSBURG DR
KLIBER DR
CARLTON ARMS BLVD
N
Legend
Subject Property
Future Land Use 2035
FLU
Conservation
Regional Mixed Use Hub
Neighborhood Suburban
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.


O-26-05
Zoning Map
WAVERLY RD
HOBBIE TRL
MALIBU DR
GALAXY DR
WILLOW GLEN CIR
HWY 27
CYPRESS GARDENS BLVD SE
JAMESTOWN DR
COLONIAL DR
WILLIAMSBURG DR
KLIBER DR
CARLTON ARMS BLVD
N
Legend
Subject Property
Agriculture (AG)
Planned Unit Development (PUD)
Multi-Family Residential- Low Density (R-3)
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database.
The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied validity of any uses of such data.
WINTER HAVEN
THE CHAIN OF LAKES CITY


O-26-05
Aerial Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
WAVERLY RD
HOOPER HR
WILLOW GLEN CIR
GALAXY DR
MALIBU DR
HWY 27
CYPRESS GARDENS BLVD SE
JAMESTOWN DR
COLONIAL DR
WILLIAMSBURG DR
KIMBERLY DR
CARLTON ARMS BLVD
Legend
Subject Property
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-26-05

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING A PORTION OF A PARCEL FROM PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT TO COMMERCIAL-HIGHWAY (C-3) AND CONSERVATION (CN) ZONING DISTRICTS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: The southern portion of a parcel generally located at the southwest corner of the intersection of Cypress Gardens Boulevard and US Highway 27. The area covered by this request is 26.64± acres.)

WHEREAS, there has been a request to rezone the property depicted 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 Winter Haven Comprehensive Plan.

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, depicted in Exhibit "A" attached hereto and made a part of this Ordinance, from Planned Unit Development (PUD) zoning district to Commercial- Highway (C-3) and Conservation (CN) zoning districts.

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 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 recodified copy of same with the City Clerk.

4. All ordinances in conflict herewith are hereby repealed.

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

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

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

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

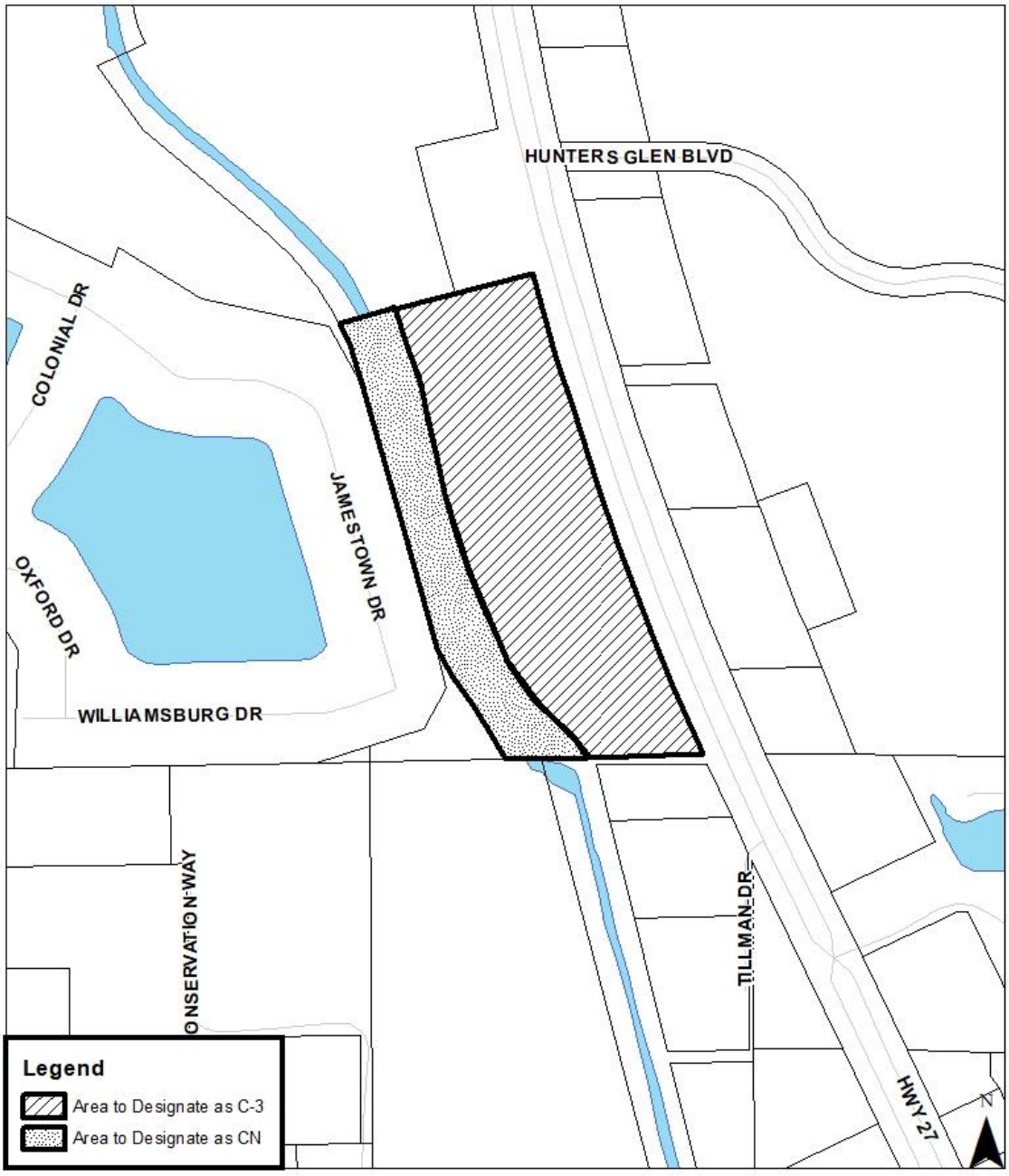
ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


HUNTERS GLEN BLVD
COLONIAL DR
JAMESTOWN DR
OXFORD DR
WILLIAMSBURG DR
TILLMAN DR
HWY 27
N
Legend
Area to Designate as C-3
Area to Designate as CN

DATE: December 31, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Sean Byers, Planning Manager

SUBJECT: **Ordinance O-26-06:** Request by the VillaMar Community Development District to contract the boundaries of the VillaMar Community Development District. **General Location:** The area covered by this request is generally located north of Cunningham Road and west of Lake Cunningham (aka Crystal Lake) and south of Grassy Lake). The area that is removed from the boundaries of the existing VillaMar Community Development District by this request is 51.62 ± acres.

BACKGROUND

VillaMar Community Development District (CDD) has filed a petition with the City requesting to contract the boundaries of the CDD as permitted by Chapter 190.005(2), Florida Statutes. The CDD was originally established November 26, 2018, expanded October 26, 2020, April 12, 2021, and November 28, 2022, and presently consists of approximately 583.79± acres generally located north and south of Cunningham Road, west of Lake Cunningham, and south of Grassy Lake. Seven phases, totaling 2,002 lots, of the VillaMar Subdivision were platted within the CDD between 2020 and 2025.

The area containing the proposed contraction of the CDD is generally located north and south of Thompson Nursery Road and southeast of Grassy Lake and contains approximately 51.62± acres. The area was proposed to be developed as Phase 8 of the VillaMar Subdivision. With removal of the area to be contracted, the total area of the VillaMar CDD will be approximately 532.17± acres.

Chapter 190 of Florida Statutes allows a developer to petition to establish, expand, or contract a CDD for the purpose of managing the provision of infrastructure improvements and public services, including funding. The VillaMar CDD consists of a five (5) member Board of Supervisors (CDD Board) having the authority to oversee the installation of infrastructure improvements, secure financing, and to levy non ad valorem special assessments on future property owners within its boundaries. All meetings are open to the public and are subject to all applicable Government in the Sunshine laws.

The petitioner has submitted a Statement of Estimated Regulatory Costs for the VillaMar CDD boundary amendment. The Statement indicates the proposed boundary amendment will have no adverse impact on the entities identified in Chapter 120.541(2) of Florida Statutes, nor will there be any adverse financial impact to the State or the City.

PUBLIC NOTIFICATION REQUIREMENTS:

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

FINANCIAL IMPACT

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

This request makes an amendment to the boundaries of the Villamar CDD. In accordance with Section 166.041(4)(c)(7)(c) of the Florida Statutes, ordinances relating to Community Development Districts are exempt from providing Business Impact Estimates.

STRATEGIC PLAN ALIGNMENT

This is a request to amend the boundaries of a community development district and is associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it is generally aligned with the Responsible Government Pillar.

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-06 and authorize the City Manager or his designee to take all further actions related thereto.

ATTACHMENTS

- Location Map
- Ordinance O-26-06

Location Map



ORDINANCE NO. O-26-06

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER HAVEN, FLORIDA, APPROVING THE CONTRACTION OF THE BOUNDARIES OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT PURSUANT TO CHAPTER 190, FLORIDA STATUTES; DESCRIBING THE AMENDED EXTERNAL BOUNDARIES OF THE DISTRICT; DESCRIBING THE FUNCTIONS AND POWERS OF THE DISTRICT; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING A SEVERABILITY CLAUSE; AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: The area covered by this request is generally located north of Cunningham Road and west of Lake Cunningham (aka Crystal Lake) and south of Grassy Lake). The area that is removed from the boundaries of the existing VillaMar Community Development District by this request is 51.62 ± acres.)

WHEREAS, VillaMar Community Development District ("Petitioner"), having obtained written consent to contract the boundaries of the VillaMar Community Development District ("District") by owners of one hundred percent (100%) of the real property to be removed from the District, petitioned the City Commission ("Commission") of Winter Haven, Florida, to adopt an ordinance approving the contraction of the boundaries of the District pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Petitioner is a local unit of special-purpose government established pursuant to the provisions of Chapter 190, Florida Statutes, and City of Winter Haven Ordinance No. O-18-70, as amended by City of Winter Haven Ordinance Nos. O-20-40, O-21-32, and O-22-68; and,

WHEREAS, all interested persons and affected units of general-purpose local government were afforded an opportunity to present oral and written comments on the petition at a duly noticed public hearing conducted by the Commission on February 9, 2026; and,

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

capacity and uses of existing local and regional community development services; and that the area that will be served by the District is amenable to separate special-district governance; and,

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

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

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

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

2. District Name. There is an established community development district situated entirely within the City of Winter Haven, Florida, which is known as the "VillaMar Community Development District," and which shall be referred to in this Ordinance as the "District," from time to time.

3. District External Boundaries. The external boundaries of the District are hereby contracted by approximately 51.62 acres as described in Exhibit "A" attached hereto, with said contracted boundaries the District will encompass a total of 532.17 acres, more or less as described and depicted in Exhibit "B" attached hereto and incorporated herein by reference.

4. District Powers and Functions. The VillaMar Community Development District shall have all those general powers granted pursuant to Section 190.011, and those special powers granted pursuant to Section 190.012(2)(a) and (d), Florida Statutes. Consent is hereby given to the District to exercise those powers relating to parks and facilities for indoor and outdoor recreational, cultural, and educational uses contained in Section 190.012(2)(a) and security, including, but not limited to, guardhouses, fences and gates, and electronic detection systems, when authorized by proper government agencies as set forth in Section 190.012(2)(d), Florida Statutes. Notwithstanding the foregoing, the adoption and

passage of this Ordinance approving the Petition for the contraction of the boundaries of the VillaMar Community Development District shall not be construed to delegate, authorize, or in any way consent to the District's engagement in the ownership and operation of a water and/or wastewater facility(s) which would allow the District to engage in the wholesale or retail sale of water, wastewater and/or reuse water services, or provide garbage services and/or any other municipal services absent the express written consent and/or agreement of the City.

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

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

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

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

9. 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.

10. 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.

11. All ordinances in conflict herewith are hereby repealed to the extent of any conflict. Provided, however, Ordinance No. O-18-70 adopted by the City Commission on November 26, 2018, Ordinance No. O-20-40 adopted by the City Commission on October 26, 2020, Ordinance No. O-21-32 adopted by the City Commission on April 12, 2021, and Ordinance No. O-22-68, adopted by the City Commission on November 28, 2022, shall remain in full force and effect and are only amended by the contraction of boundaries as requested by Petitioner and as approved herein.

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

INTRODUCED on first reading this 26th day of January 2026.

PASSED on second reading and public hearing this 9th day of February 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

Exhibit "A"
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Legal Description of Boundary Amendment Parcels

TRACT G OF "VILLAMAR PHASE 7", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 211, PAGES 50 TO 57 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

BEING FURTHER DESCRIBED AS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT G, SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY, AND RUN ALONG THE SOUTH LINE OF SAID TRACT G, ALSO SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2023.00 FEET, A CENTRAL ANGLE/DELTA OF 11°48'06", A CHORD BEARING OF S-68°'39'36"-W, A CHORD DISTANCE OF 415.95 FEET, FOR AN ARC LENGTH OF 416.69 FEET TO THE SOUTHWEST CORNER OF SAID TRACT G, SAID POINT ALSO BEING A POINT OF CURVE CONCAVE NORTHERLY; THENCE ALONG THE WEST LINE OF SAID TRACT G THE FOLLOWING SEVEN (7) COURSES: 1) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 91°51'49", A CHORD BEARING OF N-59°30'26"-W, A CHORD DISTANCE OF 35.93 FEET, FOR AN ARC LENGTH OF 40.08 FEET; THENCE 2) N-13°34'32"-W, 84.60 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE 3) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE/DELTA OF 88°22'20", A CHORD BEARING OF N-30°36'38"-E, A CHORD DISTANCE OF 20.91 FEET, FOR AN ARC LENGTH OF 23.14 FEET; THENCE 4) ALONG A RADIAL LINE, N-15°12'12"-W, 40.00 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY; THENCE 5) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 1858.00 FEET, A CENTRAL ANGLE/DELTA OF 00°14'30", A CHORD BEARING OF S-74°55'03"-W, A CHORD DISTANCE OF 7.84 FEET, FOR AN ARC LENGTH OF 7.84 FEET TO A POINT OF COMPOUND CURVE CONCAVE NORTHERLY; THENCE 6) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 91°23'10", A CHORD BEARING OF N-59°16'07"-W, A CHORD DISTANCE OF 35.78 FEET, FOR AN ARC LENGTH OF 39.87 FEET; THENCE 7) N-13°34'32"-W, 39.56 FEET TO THE NORTHWEST CORNER OF SAID TRACT G, SAID POINT IS A POINT ON A CURVE CONCAVE NORTHERLY; THENCE ALONG THE NORTH LINE OF SAID TRACT G, AND NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1793.00 FEET, A CENTRAL ANGLE/DELTA OF 14°36'35", A CHORD BEARING OF N-68°30'06"-E, A CHORD DISTANCE OF 455.95 FEET, FOR AN ARC LENGTH OF 457.19 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT G; THENCE ALONG THE EASTERLY LINE OF SAID TRACT G THE FOLLOWING THREE (3) COURSES: 1) S-61°28'27"-E, 41.36 FEET; THENCE 2) S-50°55'19"-W, 77.42 FEET; THENCE 3) ALONG A NON-RADIAL LINE, S-28°12'04'-E, 180.35 FEET TO THE **POINT OF BEGINNING**.

AND

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF "VILLAMAR PHASE 5", RECORDED IN PLAT BOOK 194, PAGES 46-51, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 00°11'49" WEST, ALONG THE WEST LINES OF "TERRANOVA PHASE III", RECORDED IN PLAT BOOK 124, PAGES 23-27, AND "TERRANOVA PHASE IV", AS RECORDED IN PLAT BOOK 130, PAGES 6-7, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 1,253.14 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHEAST CORNER OF THE PLAT OF "VILLAMAR PHASE 6 AND PHASE 6D", AS RECORDED IN PLAT BOOK 203, PAGES 7-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID "VILLAMAR

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PHASE 6 AND PHASE 6D" FOR THE FOLLOWING THIRTEEN (13) COURSES; (1) THENCE SOUTH 89°32'19" WEST, 121.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2683.00 FEET, CENTRAL ANGLE OF 04°26'41", CHORD BEARING OF SOUTH 58°46'42" WEST, AND A CHORD DISTANCE OF 208.08 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 208.13 FEET TO A POINT HEREBY **DESIGNATED POINT "A"**, TO BE USED HEREINAFTER; (3) THENCE NORTH 28°59'57" WEST, 150.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2533.00 FEET, CENTRAL ANGLE OF 00°03'40", CHORD BEARING OF SOUTH 61°01'53" WEST, AND A CHORD DISTANCE OF 2.70 FEET; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.70 FEET; (5) THENCE NORTH 28°56'17" WEST, 110.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2423.00 FEET, CENTRAL ANGLE OF 05°48'17", CHORD BEARING OF SOUTH 63°57'51" WEST, AND A CHORD DISTANCE OF 245.38 FEET; (6) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 245.48 FEET; (7) THENCE SOUTH 00°21'01" EAST, 53.45 FEET; (8) THENCE SOUTH 89°38'59" WEST, 150.01 FEET; (9) THENCE SOUTH 00°21'01" EAST, 100.00 FEET TO A POINT HEREBY **DESIGNATED POINT "B"**, TO BE USED HEREINAFTER; (10) THENCE SOUTH 89°38'59" WEST, 200.45 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2540.00 FEET, CENTRAL ANGLE OF 06°00'23", CHORD BEARING OF NORTH 10°34'20" WEST, AND A CHORD DISTANCE OF 266.15 FEET; (11) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 266.27 FEET TO THE POINT OF TANGENCY; (12) THENCE NORTH 13°34'32" WEST, 25.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°54'55", A CHORD BEARING OF NORTH 28°52'56" EAST, AND A CHORD DISTANCE OF 33.75 FEET; (13) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 37.05 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,143.00 FEET, CENTRAL ANGLE OF 34°49'53", CHORD BEARING OF NORTH 57°19'48" EAST, AND CHORD DISTANCE OF 1,282.81 FEET, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 12411, PAGE 797, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,302.78 FEET TO THE POINT OF TANGENCY; (2) THENCE NORTH 39°54'51" EAST, 759.49 FEET TO THE SOUTHERLY LINE OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 12946, PAGE 1900, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY LINE FOR THE FOLLOWING SEVEN (7) COURSES; (1) THENCE SOUTH 50°06'43" EAST, 99.80 FEET; (2) THENCE NORTH 39°53'17" EAST, 312.48 FEET; (3) THENCE SOUTH 86°47'23" EAST, 136.54 FEET; (4) THENCE NORTH 51°22'06" EAST, 19.55 FEET; (5) THENCE NORTH 60°43'43" EAST, 157.77 FEET; (6) THENCE NORTH 47°19'28" EAST, 159.98 FEET; (7) THENCE NORTH 76°50'26" EAST, 109.44 FEET TO A POINT HEREBY **DESIGNATED POINT "C"**, TO BE USED HEREINAFTER, SAID POINT LIES ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 00°05'44" EAST, ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 1825.68 FEET TO A POINT HEREBY **DESIGNATED POINT "D"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO THE INTERSECTION WITH THE NORTH LINE OF AFORESAID "TERRANOVA PHASE III", AS RECORDED IN PLAT BOOK 124, PAGES 23-27, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°34'39" WEST, ALONG SAID NORTH LINE, 1,324.55 FEET TO THE NORTHWEST CORNER OF SAID "TERRANOVA PHASE III"; THENCE SOUTH 00°11'49" EAST ALONG THE WEST LINE OF SAID "TERRANOVA PHASE III", A DISTANCE OF 0.44 FEET TO THE **POINT OF BEGINNING**.

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LESS AND EXCEPT

THE "AMENITY CENTER PARCEL,", BEING DESCRIBED AS:

BEGIN AT PREVIOUSLY **DESIGNATED POINT "A"**, AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID "VILLAMAR PHASE 6 AND PHASE 6D" FOR THE FOLLOWING THREE (3) COURSES): 1) ALONG A RADIAL LINE, N-28°59'57"-W, 150.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE 2) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2533.00 FEET, A CENTRAL ANGLE/DELTA OF 00°03'40", A CHORD BEARING OF S-61°01'53"-W, A CHORD DISTANCE OF 2.70 FEET, FOR AN ARC LENGTH OF 2.70 FEET; THENCE (3) ALONG A RADIAL LINE, N-28°56'17"-W, 110.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING SAID NORTHERLY LINE, RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2423.00 FEET, A CENTRAL ANGLE/DELTA OF 09°13'45", A CHORD BEARING OF N-56°26'50"-E, A CHORD DISTANCE OF 389.87 FEET FOR AN ARC LENGTH OF 390.29 FEET; THENCE ALONG A RADIAL LINE, S-38°38'33"-E, 213.33 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE/DELTA OF 19°02'37", A CHORD BEARING OF S-48°09'51"-E, A CHORD DISTANCE OF 26.47 FEET, FOR AN ARC LENGTH OF 26.59 FEET; THENCE ALONG A NON-RADIAL LINE, S-00°25'21"-E, 26.04 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2683.00 FEET, A CENTRAL ANGLE/DELTA OF 04°31'08", A CHORD BEARING OF S-54°17'48"-W, A CHORD DISTANCE OF 211.55 FEET, FOR AN ARC LENGTH OF 211.60 FEET TO A POINT ON SAID NORTHERLY LINE OF "VILLAMAR PHASE 6 AND PHASE 6D", SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG SAID NORTHERLY LINE AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2683.00 FEET, A CENTRAL ANGLE/DELTA OF 04°26'41", A CHORD BEARING OF S-58°46'42"-W, A CHORD DISTANCE OF 208.08 FEET, FOR AN ARC LENGTH OF 208.13 FEET TO THE **POINT OF BEGINNING**.

ALSO LESS AND EXCEPT THE "OFFSITE DRAINAGE AND DRAINAGE/RETENTION EASEMENT PARCEL" (ALSO BEING THAT CERTAIN "EASEMENT AGREEMENT" RECORDED IN OFFICIAL RECORDS BOOK 12798, PAGES 0100 THROUGH 0111 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA), ALL BEING FURTHER DESCRIBED AS:

BEGIN AT PREVIOUSLY **DESIGNATED POINT "B",** AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID "VILLAMAR PHASE 6 AND PHASE 6D" FOR THE FOLLOWING FOUR (4) COURSES, ALSO BEING THE BOUNDARY OF SAID "EASEMENT AGREEMENT": 1) ALONG A NON-RADIAL LINE, S-89°38'59"-W, 200.45 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE/DELTA OF 06°00'23", A CHORD BEARING OF N-10°34'20"-W, A CHORD DISTANCE OF 266.15 FEET, FOR AN ARC LENGTH OF 266.27 FEET; THENCE 3) N-13°34'32"-W, 25.59 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 4) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 35°17'22" (36°03'47"-D), A CHORD BEARING OF N-04°04'09"-E, (N-04°27'22"-E - D), A CHORD DISTANCE OF 15.16 FEET (15.48 FEET-D), FOR AN ARC LENGTH OF 15.40 FEET (15.74 FEET-D) TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING SAID NORTHERLY BOUNDARY, AND CONTINUING ALONG THE BOUNDARY OF SAID "EASEMENT AGREEMENT" THE FOLLOWING FIVE (5) COURSES, RUN 1) NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2153.00 FEET, A CENTRAL ANGLE/DELTA OF

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08°48'24” (08°47'53”-D) A CHORD BEARING OF N-70°50'03”-E (N-70°49'51”-E - D) A CHORD DISTANCE OF 330.61 FEET (330.28 FEET - D), FOR AN ARC LENGTH OF 330.93 FEET (330.60 FEET -D); THENCE 2) ALONG A RADIAL AND NON-RADIAL LINE, RUN S-23°34'05”-E, 141.43 FEET (141.64 FEET - D) TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE/DELTA OF 21°05'13” (21°05'29”-D), A CHORD BEARING OF S-12°02'37”-W (S-12°02'53”-W - D) A CHORD DISTANCE OF 29.28 FEET, FOR AN ARC LENGTH OF 29.44 FEET (29.45 FEET - D); THENCE 4) ALONG A NON-RADIAL LINE, S-89°38'59”-W, 110.05 FEET (110.04 FEET - D); THENCE 5) S-00°21'01”-E, 250.00 FEET TO THE **POINT OF BEGINNING**.

NOTE: (D) INDICATES INFORMATION PER THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12798, PAGES 0100 TO 0111 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINING: 51.62 ACRES, MORE OR LESS

Exhibit "B"
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Legal Description of VillaMar CDD, as amended

A PARCEL OF LAND BEING A PORTION OF SECTIONS 14, 15, 22, AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

NOTE: BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, (NAD 83), ADJUSTMENT OF 1990, WEST ZONE OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15, AS BEING N-00°22'25'-W.

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE EAST LINE OF "VILLAMAR PHASE 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 176, PAGES 50 TO 58 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF "CRESCENT VIEW," ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGES 18 AND 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-00°36'01"-E, 630.40 FEET TO THE SOUTHEAST CORNER OF TRACT B OF SAID "VILLAMAR PHASE 1", SAID POINT ALSO LIES ON THE NORTH LINE OF "SUNDANCE RANCH ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID "VILLAMAR PHASE 1", ALSO BEING THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES," THE FOLLOWING THREE COURSES: 1) S-89°22'55"-W, 604.89 FEET; THENCE 2) S-00°37'04"-E, 269.91 FEET; THENCE 3) S-89°55'02"-W, 685.14 FEET TO THE SOUTHWEST CORNER OF LOT 30 OF SAID "VILLAMAR PHASE 1", SAID POINT ALSO LIES ON THE EASTERLY RIGHT-OF-WAY OF CHERRY BLOSSOM LANE (60.00 FEET WIDE); THENCE ALONG THE WEST LINE OF SAID "VILLAMAR PHASE 1", ALSO BEING SAID EASTERLY RIGHT-OF-WAY, N-00°05'12"-W, 841.09 FEET TO THE NORTHEAST CORNER OF SAID CHERRY BLOSSOM LANE RIGHT-OF-WAY; THENCE ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, S-89°23'59"-W, 60.01 FEET TO THE NORTHWEST CORNER OF SAID CHERRY BLOSSOM LANE RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT F OF "VILLAMAR PHASE 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 177, PAGES 9 TO 16 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 2", ALSO BEING THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE, S-00°05'12"-E, 617.39 FEET TO THE SOUTHEAST CORNER OF TRACT G OF SAID "VILLAMAR PHASE 2", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 13 OF SAID "SUNDANCE RANCH ESTATES"; THENCE ALONG THE SOUTH LINE OF SAID "VILLAMAR PHASE 2," ALSO BEING THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES," AND THEN ALONG THE NORTH LINE OF "SUNDANCE RANCH ESTATES PHASE TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGE 47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-89°54'40"-W, 1303.55 FEET TO THE NORTHEAST CORNER OF LOT 64 OF "VILLAMAR PHASE 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 186, PAGES 41 TO 47 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 15 OF SAID "SUNDANCE RANCH ESTATES PHASE TWO"; THENCE ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 3", ALSO BEING THE WEST LINE OF SAID LOT 15, S-30°18'12"-W, 131.90 FEET; THENCE CONTINUE ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 3", ALSO BEING THE WEST LINE OF SAID LOT 15, AND THEN THE WESTERLY LINE OF LOT 16 OF SAID "SUNDANCE RANCH ESTATES PHASE TWO", S-00°02'26"-E, 597.04 FEET TO THE SOUTHEAST CORNER OF TRACT H OF SAID "VILLAMAR PHASE 3", SAID POINT ALSO LIES ON THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES PHASE TWO", THENCE ALONG THE SOUTH LINE

OF SAID “VILLAMAR PHASE 3”, ALSO BEING THE NORTH LINE OF SAID “SUNDANCE RANCH ESTATES PHASE TWO”, THE FOLLOWING TWO (2) COURSES: 1) S-89°50’17”-W, 1447.86 FEET; THENCE 2) S-52°57’56”-W, 162.90 FEET TO THE MOST SOUTHERLY CORNER OF TRACT B OF SAID “VILLAMAR PHASE 3”, SAID POINT ALSO LIES ON THE NORTHEASTERLY LINE OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY, (100.00 FEET WIDE) ACCORDING TO THE MAP RECORDED IN MAP V5 FLA L-27-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID “VILLAMAR PHASE 3” ALSO BEING SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY, N-37°02’21”-W, 1685.34 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF SAID “VILLAMAR PHASE 3, N-00°36’31”-W, 140.09 FEET TO THE NORTHWEST CORNER OF SAID “VILLAMAR PHASE 3”, ALSO BEING THE SOUTHWEST CORNER OF “VILLAMAR PHASE FOUR”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 190 PAGES 16 TO 21 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING THE SOUTHEAST CORNER OF TRACT C-D WETLANDS PRESERVATION AREA OF “VILLAMAR PHASE 6 AND PHASE 6D”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 203, PAGES 7 TO 17 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF SAID TRACT C-D WETLANDS PRESERVATION AREA, ALSO BEING THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼, N-89°41’20”-W, 104.65 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID “VILLAMAR PHASE 6 AND PHASE 6D, ALSO BEING A POINT ON SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY LINE OF SAID “VILLAMAR PHASE 6 AND 6D” AND THENCE ALONG ITS NORTHWESTERLY PROJECTION, AND ALONG SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY, N-37°02’20”-W, 2079.03 FEET TO A POINT ON WEST LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE ALONG SAID WEST LINE, AND ALONG THE SOUTHERLY PROJECT OF THE WEST LINE OF “VILLAMAR PHASE 7”, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 211, PAGES 50 TO 57 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THEN ALONG THE WEST LINE OF SAID “VILLAMAR PHASE 7”, N-00°41’26”-W, 1002.84 FEET TO THE NORTHWEST CORNER OF SAID LOT 28 OF SAID “VILLAMAR PHASE 7”, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15, ALSO BEING THE NORTH LINE OF TRACT B AND LOTS 1 TO 28 (INCLUSIVE) OF SAID “VILLAMAR PHASE 7”, S-89°30’27”-E, 1266.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5664, PAGE 367, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO LIES ON THE WESTERLY LINE OF SAID “VILLAMAR PHASE 7”; THENCE ALONG THE WEST LINE OF TRACT B OF SAID “VILLAMAR PHASE 7”, AND THEN ALONG THE WEST LINE OF TRACT H OF SAID “VILLAMAR PHASE 7”, AND THEN ALONG THE WEST LINE OF TRACT J OF SAID “VILLAMAR PH 7”, AND THEN ALONG THE WEST LINE OF LOTS 74 TO 112 (INCLUSIVE) OF SAID “VILLAMAR PHASE 7”, SAID WEST LINE OF TRACTS B, H, AND J ALSO BEING THE WEST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5664, PAGE 367, THE FOLLOWING THREE (3) COURSES: 1) N-00°26’46”-E, 535.71 FEET; THENCE 2) S-89°58’17”-W, 5.10 FEET; THENCE 3) N-00°10’40”-W, 1194.42 FEET TO THE NORTHWEST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5664, PAGE 367, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 112 OF SAID “VILLAMAR PHASE 7”; THENCE ALONG THE NORTH LINE OF SAID LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5664, PAGE 367, ALSO BEING THE NORTH LINE OF LOTS 112-132 (INCLUSIVE) OF SAID “VILLAMAR PHASE 7”; AND THEN

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THE NORTH LINE OF TRACT E OF SAID "VILLAMAR PHASE 7", AND THEN THE NORTH LINE OF TRACT F-WETLANDS PRESERVATION AREA OF SAID "VILLAMAR PHASE 7", S-89°30'27"-E, 1412.77 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO LIES ON THE WEST LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1480, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO LIES ON THE WEST LINE OF TRACT F - WETLANDS PRESERVATION AREA OF SAID "VILLAMAR PHASE 7", SAID PONT ALSO LIES ON THE EAST LINE OF SAID SECTION 15; THENCE ALONG THE WEST LINE OF TRACT F-WETLANDS PRESERVATION AREA OF SAID "VILLAMAR PHASE 7", ALSO BEING THE EAST LINE OF SAID SECTION 15, N-00°22'39"-W, 454.66 FEET TO THE NORTHWEST CORNER OF TRACT F - WETLANDS PRESERVATION AREA OF SAID "VILLAMAR PHASE 7"; THENCE ALONG THE NORTH LINE OF TRACT F – WETLANDS PRESERVATION AREA OF "VILLAMAR PHASE 7", ALSO BEING THE NORTH LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1480, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THEN ALONG THE NORTH LINE OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9855, PAGE 845, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°33'17"-E, 1525.53 FEET TO THE NORTHEAST CORNER OF TRACT F – WETLANDS PRESERVATION AREA OF SAID "VILLAMAR PHASE 7"'; THENCE N-43°52'13"-E, 579.06 FEET; THENCE ALONG THE NORTHWESTERLY PROJECTION OF THE SOUTHERLY LINE OF THE "TOWER PARCEL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 12092, PAGE 2088, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-46°12'15"-E, 197.00 FEET TO THE SOUTHWEST CORNER OF SAID "TOWER PARCEL"; THENCE ALONG THE SOUTHERLY LINE OF SAID "TOWER PARCEL", AND CONTINUING S-46°12'15"-E, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID "TOWER PARCEL"; THENCE ALONG THE SOUTHEASTERLY PROJECTION OF SAID "TOWER PARCEL", AND CONTINUING S-46°12'15"-E, 70.71 FEET TO A POINT THAT LIES 490.35 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ELOISE LOOP ROAD (COUNTY ROAD 540-A, STATE ROAD 540-A); THENCE N-50°31'13"-E, 490.35 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, S-38°52'08"-E, 188.19 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE ALONG SAID EAST LINE, AND THEN ALONG THE EAST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 14, S-00°05'44"-E, 2530.38 FEET TO A POINT ON THE NORTH LINE OF "TERRANOVA PHASE III" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 23 TO 27 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S-89°34'39"-W, 1324.55 FEET TO THE NORTHWEST CORNER OF SAID "TERRANOVA PHASE III", ALSO BEING THE NORTHWEST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 14 ACCORDING TO THE RECORDED PLAT OF SAID "TERRANOVA PHASE III", THENCE ALONG THE WEST LINE OF SAID "TERRANOVA PHASE III", S-00°11'49"-E, 0.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 14; THENCE CONTINUE ALONG THE WEST LINE OF SAID "TERRANOVA PHASE III," THEN ALONG THE WEST LINE OF "TERRANOVA PHASE IV", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 6 AND 7, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF "VILLAMAR PHASE 6 AND PHASE 6D", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 203, PAGES 7 TO 17 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND THEN ALSO BEING THE EAST LINE OF "VILLAMAR PHASE 5", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 194 PAGES 46 TO 51 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; CONTINUING S-00°11'49"-E, 1329.50 FEET TO A POINT ON THE SOUTH LINE OF SAID "TERRANOVA PHASE IV"; THENCE ALONG THE SOUTH LINE OF SAID "TERRANOVA PHASE IV", ALSO BEING THE EAST LINE OF SAID "VILLAMAR PHASE 5", N-89°28'44"-E, 0.47 FEET TO THE NORTHEAST

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CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE THEREOF, ALSO BEING THE EAST LINE OF SAID "VILLAMAR PHASE 5", S-00°35'58"-E, 364.00 FEET TO THE NORTHWEST CORNER OF TRACT A OF SAID "TERRANOVA PHASE FOUR", SAID POINT ALSO LIES ON THE EAST LINE OF SAID "VILLAMAR PHASE 5", SAID POINT ALSO LIES ON THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID "TERRANOVA PHASE FOUR", ALSO BEING THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-89°28'44"-E, 1321.79 FEET TO THE NORTHEAST CORNER OF TRACT G OF SAID "TERRANOVA PHASE FOUR"; THENCE ALONG THE EAST LINE OF SAID TRACT G, S-00°36'29"-E, 189.95 FEET TO THE NORTHWEST CORNER OF LOT 27 OF SAID "TERRANOVA PHASE FOUR"; THENCE ALONG THE NORTH LINE THEREOF, ALSO BEING THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, N-89°43'49"-E, 1322.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE ALONG THE EAST LINE OF SAID "TERRANOVA PHASE FOUR", S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF SAID "TERRANOVA PHASE FOUR", THENCE ALONG THE SOUTH LINE OF SAID LOT 26, ALSO BEING THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE NORTH LINE OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, S-89°39'10"-W, 0.15 FOOT TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID "VILLAMAR PHASE 1"; THENCE ALONG SAID NORTHERLY PROJECTION, THEN ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 1", S-00°36'30"-E, 623.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG SAID NORTH LINE, N-89°42'54"-E, 1242.88 FEET; THENCE DEPARTING SAID NORTH LINE, N-44°33'20"-E, 70.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF RATTLESNAKE ROAD (COUNTY ROAD 653, STATE ROAD 653), AS DESCRIBED IN DEED BOOK 1023, PAGES 461, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°36'34"-E, 74.14 FEET TO THE MAINTAINED RIGHT-0F-WAY OF CUNNINGHAM ROAD, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 7, PAGE 349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY THE FOLLOWING THIRTEEN (13) COURSES: 1) S-88°34'10"-W, 92.81 FEET; THENCE 2) S-89°42'55"-W, 100.00 FEET; THENCE 3) S-89°42'55"-W, 100.00 FEET; THENCE 4) S-89°08'32"-W, 100.00 FEET; THENCE 5) N-89°42'43"-W, 100.00 FEET; THENCE 6) S-89°42'55"-W, 100.00 FEET; THENCE 7) S-87°25'28"-W, 100.08 FEET; THENCE 8) N-89°42'43"-W, 100.00 FEET; THENCE 9) N-89°08'21"-W, 100.02 FEET; THENCE 10) S-89°42'55"-W, 100.00 FEET; THENCE 11) N-89°42'43"-W, 100.00 FEET; THENCE 12) S-89°42'55"-W, 100.00 FEET; THENCE 13) S-89°42'55"-W, 100.08 FEET TO A POINT ON THE EAST LINE OF SAID "VILLAMAR PHASE 1", SAID POINT ALSO LIES ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG SAID WEST LINES, S-00°36'30"-E, 13.95 FEET TO THE **POINT OF BEGINNING**.

LESS AND EXCEPT

TRACT G OF "VILLAMAR PHASE 7", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 211, PAGES 50 TO 57 (INCLSUIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

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ALSO LESS AND EXCEPT

A PARCEL OF LAND BEING A PORTION OF THE WEST 1/2 OF SECTION 14, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF "VILLAMAR PHASE 5", RECORDED IN PLAT BOOK 194, PAGES 46-51, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE NORTH 00°11'49" WEST, ALONG THE WEST LINES OF "TERRANOVA PHASE III", RECORDED IN PLAT BOOK 124, PAGES 23-27, AND "TERRANOVA PHASE IV", AS RECORDED IN PLAT BOOK 130, PAGES 6-7, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, A DISTANCE OF 1,253.14 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHEAST CORNER OF THE PLAT OF "VILLAMAR PHASE 6 AND PHASE 6D", AS RECORDED IN PLAT BOOK 203, PAGES 7-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY LINE OF SAID "VILLAMAR PHASE 6 AND PHASE 6D" FOR THE FOLLOWING THIRTEEN (13) COURSES; (1) THENCE SOUTH 89°32'19" WEST, 121.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2683.00 FEET, CENTRAL ANGLE OF 04°26'41", CHORD BEARING OF SOUTH 58°46'42" WEST, AND A CHORD DISTANCE OF 208.08 FEET; (2) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 208.13 FEET TO A POINT HEREBY **DESIGNATED POINT "A"**, TO BE USED HEREINAFTER; (3) THENCE NORTH 28°59'57" WEST, 150.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2533.00 FEET, CENTRAL ANGLE OF 00°03'40", CHORD BEARING OF SOUTH 61°01'53" WEST, AND A CHORD DISTANCE OF 2.70 FEET; (4) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2.70 FEET; (5) THENCE NORTH 28°56'17" WEST, 110.00 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2423.00 FEET, CENTRAL ANGLE OF 05°48'17", CHORD BEARING OF SOUTH 63°57'51" WEST, AND A CHORD DISTANCE OF 245.38 FEET; (6) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 245.48 FEET; (7) THENCE SOUTH 00°21'01" EAST, 53.45 FEET; (8) THENCE SOUTH 89°38'59" WEST, 150.01 FEET; (9) THENCE SOUTH 00°21'01" EAST, 100.00 FEET TO A POINT HEREBY **DESIGNATED POINT "B"**, TO BE USED HEREINAFTER; (10) THENCE SOUTH 89°38'59" WEST, 200.45 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2540.00 FEET, CENTRAL ANGLE OF 06°00'23", CHORD BEARING OF NORTH 10°34'20" WEST, AND A CHORD DISTANCE OF 266.15 FEET; (11) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 266.27 FEET TO THE POINT OF TANGENCY; (12) THENCE NORTH 13°34'32" WEST, 25.59 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 84°54'55", A CHORD BEARING OF NORTH 28°52'56" EAST, AND A CHORD DISTANCE OF 33.75 FEET; (13) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 37.05 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2,143.00 FEET, CENTRAL ANGLE OF 34°49'53", CHORD BEARING OF NORTH 57°19'48" EAST, AND CHORD DISTANCE OF 1,282.81 FEET, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF THOMPSON NURSERY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 12411, PAGE 797, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR THE FOLLOWING TWO (2) COURSES; (1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1,302.78 FEET TO THE POINT OF TANGENCY; (2) THENCE NORTH 39°54'51" EAST, 759.49 FEET TO THE SOUTHERLY LINE OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 12946, PAGE 1900, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID

SOUTHERLY LINE FOR THE FOLLOWING SEVEN (7) COURSES; (1) THENCE SOUTH 50°06'43" EAST, 99.80 FEET; (2) THENCE NORTH 39°53'17" EAST, 312.48 FEET; (3) THENCE SOUTH 86°47'23" EAST, 136.54 FEET; (4) THENCE NORTH 51°22'06" EAST, 19.55 FEET; (5) THENCE NORTH 60°43'43" EAST, 157.77 FEET; (6) THENCE NORTH 47°19'28" EAST, 159.98 FEET; (7) THENCE NORTH 76°50'26" EAST, 109.44 FEET TO A POINT HEREBY **DESIGNATED POINT "C"**, TO BE USED HEREINAFTER, SAID POINT LIES ON THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 00°05'44" EAST, ALONG SAID EAST LINE AND THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14, A DISTANCE OF 1825.68 FEET TO A POINT HEREBY **DESIGNATED POINT "D"**, TO BE USED HEREINAFTER, SAID POINT IS ALSO THE INTERSECTION WITH THE NORTH LINE OF AFORESAID TERRANOVA PHASE III, AS RECORDED IN PLAT BOOK 124, PAGES 23-27, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE SOUTH 89°34'39" WEST, ALONG SAID NORTH LINE, 1,324.55 FEET TO THE NORTHWEST CORNER OF SAID "TERRANOVA PHASE III"; THENCE SOUTH 00°11'49" EAST ALONG THE WEST LINE OF SAID "TERRANOVA PHASE III", A DISTANCE OF 0.44 FEET TO THE **POINT OF BEGINNING**.

TOGETHER WITH

THE "AMENITY CENTER PARCEL,", BEING DESCRIBED AS:

BEGIN AT PREVIOUSLY **DESIGNATED POINT "A"**, AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID "VILLAMAR PHASE 6 AND PHASE 6D" FOR THE FOLLOWING THREE (3) COURSES): 1) ALONG A RADIAL LINE, N-28°59'57"-W, 150.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE 2) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2533.00 FEET, A CENTRAL ANGLE/DELTA OF 00°03'40", A CHORD BEARING OF S-61°01'53"-W, A CHORD DISTANCE OF 2.70 FEET, FOR AN ARC LENGTH OF 2.70 FEET; THENCE (3) ALONG A RADIAL LINE, N-28°56'17"-W, 110.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING SAID NORHTERLY LINE, RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2423.00 FEET, A CENTRAL ANGLE/DELTA OF 09°13'45", A CHORD BEARING OF N-56°26'50"-E, A CHORD DISTANCE OF 389.87 FEET, FOR AN ARC LENGTH OF 390.29 FEET; THENCE ALONG A RADIAL LINE, S-38°38'33"-E, 213.33 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE/DELTA OF 19°02'37", A CHORD BEARING OF S-48°09'51"-E, A CHORD DISTANCE OF 26.47 FEET, FOR AN ARC LENGTH OF 26.59 FEET; THENCE ALONG A NON-RADIAL LINE, S-00°25'21"-E, 26.04 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2683.00 FEET, A CENTRAL ANGLE/DELTA OF 04°31'08", A CHORD BEARING OF S-54°17'48"-W, A CHORD DISTANCE OF 211.55 FEET, FOR AN ARC LENGTH OF 211.60 FEET TO A POINT ON SAID NORTHERLY LINE OF "VILLAMAR PHASE 6 AND PHASE 6D", SAID POINT BEING A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE ALONG SAID NORTHERLY LINE AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2683.00 FEET, A CENTRAL ANGLE/DELTA OF 04°26'41", A CHORD BEARING OF S-58°46'42"-W, A CHORD DISTANCE OF 208.08 FEET, FOR AN ARC LENGTH OF 208.13 FEET TO THE **POINT OF BEGINNNING**.

Exhibit "B"
Page 7 of 7

ALSO TOGETHER WITH THE "OFFSITE DRAINAGE AND DRAINAGE/RETENTION EASEMENT PARCEL" (ALSO BEING THAT CERTAIN "EASEMENT AGREEMENT" RECORDED IN OFFICIAL RECORDS BOOK 12798, PAGES 0100 THROUGH 0111 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA), ALL BEING FURTHER DESCRIBED AS:

BEGIN AT PREVIOUSLY **DESIGNATED POINT "B",** AND RUN THENCE ALONG THE NORTHERLY LINE OF SAID "VILLAMAR PHASE 6 AND PHASE 6D" FOR THE FOLLOWING FOUR (4) COURSES, ALSO BEING THE BOUNDARY OF SAID "EASEMENT AGREEMENT": 1) ALONG A NON-RADIAL LINE, S-89°38'59"-W, 200.45 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY; THENCE 2) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE/DELTA OF 06°00'23", A CHORD BEARING OF N-10°34'20"-W, A CHORD DISTANCE OF 266.15 FEET, FOR AN ARC LENGTH OF 266.27 FEET; THENCE 3) N-13°34'32"-W, 25.59 FEET TO A POINT OF CURVE CONCAVE NORTHEASTERLY; THENCE 4) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 35°17'22" (36°03'47"-D), A CHORD BEARING OF N-04°04'09"-E, (N-04°27'22"-E - D), A CHORD DISTANCE OF 15.16 FEET (15.48 FEET-D), FOR AN ARC LENGTH OF 15.40 FEET (15.74 FEET-D) TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE DEPARTING SAID NORTHERLY BOUNDARY, AND CONTINUING ALONG THE BOUNDARY OF SAID "EASEMENT AGREEMENT" THE FOLLOWING FIVE (5) COURSES, RUN 1) NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2153.00 FEET, A CENTRAL ANGLE/DELTA OF 08°48'24" (08°47'53"-D) A CHORD BEARING OF N-70°50'03"-E (N-70°49'51"-E – D) A CHORD DISTANCE OF 330.61 FEET (330.28 FEET – D), FOR AN ARC LENGTH OF 330.93 FEET (330.60 FEET -D); THENCE 2) ALONG A RADIAL AND NON-RADIAL LINE, RUN S-23°34'05"-E, 141.43 FEET (141.64 FEET – D) TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 3) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE/DELTA OF 21°05'13" (21°05'29"-D), A CHORD BEARING OF S-12°02'37"-W (S-12°02'53"-W – D) A CHORD DISTANCE OF 29.28 FEET, FOR AN ARC LENGTH OF 29.44 FEET (29.45 FEET – D); THENCE 4) ALONG A NON-RADIAL LINE, S-89°38'59"-W, 110.05 FEET (110.04 FEET – D); THENCE 5) S-00°21'01"-E, 250.00 FEET TO THE **POINT OF BEGINNING**.

NOTE: (D) INDICATES INFORMATION PER THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12798, PAGES 0100 TO 0111 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

VILLAMAR CDD AMENDED DISTRICT CONTAINS: 532.17 ACRES, MORE OR LESS (NET).

DATE: January 16, 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

FROM: CJ Scott, Chief Financial Officer

SUBJECT: **Ordinance O-26-08:** Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

BACKGROUND:

On October 24, 2025, the City's Finance Department moved into newly remodeled space on the second floor of the Florida Citrus Building, vacating their previous location within the City Hall Annex building.

The vacated space is scheduled to be re-occupied by the City's Engineering Division, concurrent with the renovation of Old Fire Station #1, to be occupied by the City's Building Division. The renovation of Old Fire Station #1 will include an interior hallway connection between the future Building Division location and the future Engineering Division location, in order to facilitate convenient collaboration and excellent customer service.

State Law prohibits the use of Building Division funds for any purpose not directly related to Building Division expenses.

Upon vacation of the City Hall Annex space by the Finance Division, it was determined that minor improvements to the space would be prudent at this time. Improvements would include new carpet throughout the space and a fresh coat of interior paint.

Staff has received a proposal from EnviroBuild, a contractor on continuing contract with the City, to complete the work in the amount of $51,132.

As the Engineering Division is an Internal Service Fund, staff proposes an amendment to utilize available funds from the General Fund (51%) and the Utility Fund (49%).

FINANCIAL IMPACT:

The total project cost is $51,132 Of this amount, $26,077 will be funded by the General Fund from account 001-80-928-4624, and $25,055 will be funded by the Utility Fund from account 402-80-968-4624. Corresponding revenue budget amendments will be made using proceeds from the General Fund's sale of assets and interest earned on the Utility Fund's bond investments, respectively.

STRATEGIC PLAN ALIGNMENT:

Repurposing of vacated City administrative space is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION:

Staff recommends the City Commission approve Ordinance O-26-08 and authorize the City Manager, or his designee, to sign all documents and take all necessary action related thereto.

ATTACHMENTS:

- Ordinance O-26-08
- Proposal

ORDINANCE NO. O-26-08

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, 2026; PROVIDING FOR SEVERABILITY AND FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2025, the City Commission passed Ordinance O-25-29 adopting the Budget of the City of Winter Haven, Florida, Fiscal Year Commencing October 1, 2025, as the Official Budget of the City of Winter Haven, Florida, Fiscal Year 2025-2026; and

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

WHEREAS, minor improvements to the City Hall Annex are required to accommodate the City's Engineering Division, and

WHEREAS, the Engineering Division is an Internal Service Fund providing significant support to the General Fund, and Utility Fund, and

WHEREAS, departmental budgets shall not exceed their appropriations; and

WHEREAS, the City Commission of the City of Winter Haven does hereby find that it is in the best interest of the City and its citizens 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, as provided herein,

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

1. The City's Fiscal Year 2025-2026 Budget is hereby amended as follows:

Revenue Account – Sale of capital assets 001-364414-000	$26,077.00
Expenditure Account – Repair & Mtn 001-80-928-4624	$26,077.00
Revenue Account – Interest earnings 402-361103-000	$25,055.00
Expense Account – Repair & Mtn 402-80-968-4624	$25,055.00

2. If any, word, sentence, clause, phrase or provision of this Ordinance, for any reason, is held to be unconstitutional, void, or invalid, the validity of the remainder of this Ordinance shall not be affected thereby.

3. It is the intention of the City Commission that sections of this Ordinance may be renumbered or re-lettered 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 that sections of this Ordinance may be renumbered or re-lettered and the administrative correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

4. This Ordinance shall take effect immediately upon its passage

INTRODUCED on first reading this 26h day of January, 2026.

PASSED on second reading this 9th day of February, 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.

EnviroBuild

City of Winter Haven

551 3rd St. NW 33881

Interior Paint & Flooring

22-Dec-25

DESCRIPTION	Budget	Notes
Selective Demolition	**$4,936**	
-remove existing carpet		
-remove existing base		
-dumpster		
Painting	**$19,950**	
-walls (2 coats)		
-Doors (2 coats)		
Misc. Drywall Patch/Texture	**$1,500**	
Flooring	**$24,746**	
-Carpet Tile		
-Vinyl Base		

$51,132 Total Budget

DATE: January 15, 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

FROM: Cedric Cox, Economic Opportunity & Community Investment Assistant Director

SUBJECT: Design Build Contract: Guaranteed Maximum Price (GMP) Amendment for the Renovation of Old Fire Station Number 1 (Annex Remodel) with Everett Whitehead and Son, Inc.

BACKGROUND

On January 27, 2025, the City Commission awarded RFQ-24-38 (Design-Build for Renovation of Old Fire Station Number 1) to Everett Whitehead & Son, Inc. (Whitehead). The purpose for the redevelopment project is to construct new City of Winter Haven Building Division administrative offices that will better serve the citizens given the City's recent and projected growth.

On May 12, 2025, the City Commission approved the design phase proposal and Design-Build Contract with Whitehead, establishing a GMP for design phase services of $355,930.

The design phase has been completed, and includes, but is not limited to, permit ready drawings depicting limited demolition; concrete masonry work; structural steel; cabinets & millwork; rough carpentry; roofing; doors & hardware; glass and glazing; overhead doors; acoustical ceilings; stucco; painting; flooring (tile, carpet, VCT); bathroom accessories; canopies; window treatment; plumbing; HVAC; electrical (fire alarm, generator, site utilities); patio & fence; signage; data/communications; site work; and landscape & irrigation.

Whitehead has worked with City staff during the design phase, to include suggestions for value engineering, and has prepared a proposal for all construction related services including a GMP for the construction phase in the amount of $4,021,235. All of the terms and conditions of the Design-Build Contract remain in full force and effect.

It is anticipated that construction will commence within 60 days of execution of this amendment and is expected to take approximately eight to nine months to complete.

FINANCIAL IMPACT

The GMP for the construction phase is $4,021,235. The total project cost for design and construction is $4,377,165. The City has approximately $7,000,000 set aside in the Construction Fund for the construction of Building Division facilities. These funds were transferred from the Building Fund to the Construction Fund as a result of a change to F.S. 553.80 prohibiting the City's Building Fund from carrying forward an amount that exceeds the 4-year rolling average of its operating budget.

STRATEGIC PLAN ALIGNMENT

The renovation of Old Fire Station Number 1 (Annex Remodel) into new administrative space for the Building Division is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission approve the Guaranteed Maximum Price Amendment to the Design-Build Contract with Whitehead for the Renovation of Old Fire Station 1 and authorize the City Manager to sign all documents and take all necessary action related thereto.

ATTACHMENTS

- Guaranteed Maximum Price Amendment
- Construction Phase Proposal

EXHIBIT "C"
to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

RFQ-24-38
Guaranteed Maximum Price Amendment

(TO BE EXECUTED FOR SAID BUILDING AFTER COMPLETION OF DESIGN PHASE REQUIREMENTS AND SUBCONTRACTOR BIDDING)

Guaranteed Maximum Price Amendment – Renovation of Old Fire Station 1
to
Design-Build Contract
Between
the City of Winter Haven, a Florida municipal corporation
and
Everett Whitehead & Son, Inc., a Florida corporation

This "**Guaranteed Maximum Price Amendment – Renovation of Old Fire Station 1"** (hereafter "Amendment") to the existing May 12, 2025 *Design-Build Contract* between the **City of Winter Haven**, a Florida municipal corporation (hereafter "City" or "Owner") and **Everett Whitehead & Son, Inc.**, a Florida corporation (hereafter "Whitehead" or "Design-Builder") is made and entered into this 12th day of January, 2026

W I T N E S S E T H:

WHEREAS, on May 12, 2025, the City and Whitehead entered into the aforementioned Design-Build Contract for the purposes therein described, including but not limited to, the provision of Design Phase Work and Renovation/Construction Phase Services by Whitehead regarding Renovation of Old Fire Station 1 project (hereafter "Project"); and

WHEREAS, City and Whitehead wish to amend their current contractual relationship in order to (a) describe the necessary specific Construction Phase Services required by the City for that portion of the Project consisting of renovation/construction of Old Fire Station 1, and (b) establish the specific framework for construction of the Project including specifications, timelines, and other conditions; and

WHEREAS, City and Whitehead intend this Amendment to supplement the previous statements of their ongoing relationship in regard to the design and renovation/construction of Old Fire Station 1for the City;

NOW THEREFORE, in exchange for the mutual consideration given herein, receipt of which is acknowledged by City and Whitehead, the parties agree to amend their May 12, 2025 *Design-Build Contract* (hereafter "Agreement") as follows:

ARTICLE 1 – GENERAL PROVISIONS

§ 1.1 Incorporation of Recitals. The foregoing recitals are incorporated herein by the parties as true and correct statements forming the factual basis for entry into this Amendment to the existing Agreement between Owner and Design-Builder.

§ 1.2 Construction of Amendment. The parties agree that if anything in the Contract Documents, is inconsistent with the terms and conditions of this Amendment, this Amendment shall control. Paragraphs, provisions, and sections or subsections modified by this Amendment shall read as set forth herein. All terms and conditions of the Contract Documents shall be read so as to give the provisions of this Amendment full force and effect.

§ 1.3 Severability. Should a court or other competent authority render invalid any provision of the Amendment, the parties agree that this shall not in any manner affect the enforceability of the other provisions of the Agreement or Amendment.

§ 1.4 Merger. The Contract between the Owner and Design-Builder, evidenced by the Contract Documents as a complete set (to include this Amendment), represents the entire agreement between Owner and Design-Builder and supersedes all prior communications, negotiations, representations, or agreements, either written or oral. Subject only to properly issued Change Orders, the Contract may be amended only by written instrument signed by both Owner and Design-Builder and approved by the Owner's governing body.

ARTICLE II – GUARANTEED MAXIMUM PRICE

§ 2.1 Whitehead shall provide all Renovation/Construction Work for Old Fire Station 1 in accordance with the Design for the same and all related materials including, but not limited to, design documents, concept drawings, plans, materials documents and specifications developed by Design-Builder during the Design Phase of this Project and as approved by Owner as well as the terms of the *Design-Build Contract* entered into between Owner and Design-Builder on May 12, 2025, for a Guaranteed Maximum Price not to exceed $4,377,165 ($4,021,235 Construction + $355,930 Design), plus any change orders issued in accordance with the *Design-Build Contract* and less any Owner credits as described in the *Design-Build Contract*.

§ 2.2 The terms of the *Design-Build Contract* entered into between the Owner and Design-Builder dated May 12, 2025, to the extent not amended herein are incorporated by reference into this Agreement and shall remain in full force and effect including but not limited to the provisions of Article 5 of the *Design-Build Contract* dealing with the Guaranteed Maximum Price, it being intended that the provisions of this Amendment are deemed to be supplementary to all provisions in the *Design-Build Contract* entered into between Owner and Design-Builder dated May 12, 2025.

(the rest of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have executed this Guaranteed Maximum Price Amendment – Fire Station ____ as of the date first above written.

EVERETT WHITEHEAD & SON, INC.,
a Florida corporation, d/b/a Whitehead Construction

Signature _____

Printed Name: E. Ryan Whitehead

Title: President

Federal Tax ID Number: 591394761

CITY OF WINTER HAVEN, FLORIDA

BY: _____
T. Michael Stavres, City Manager

ATTEST:

BY: _____
Vanessa Castillo, MMC, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

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

December 19, 2025

City of Winter Haven
Attn: Cedric H. Cox Sr.
451 Third Street NW
Winter Haven, FL 33881

Re: RFQ-24-38 Design Build Services for the redevelopment of Old Fire Station #1 (WC #7160)

Mr. Cox,

Whitehead Construction is pleased to provide this proposal for the redevelopment of Old Fire Station #1. Our proposal is based on Architectural plans provided by The Lunz Group, dated 9/19/2025, Civil plans provided by CarterKaye Engineering, drawn by Kriss Kaye, dated 9/29/2025, Hardscape plans provided by Catalyst, dated 12/04/2025, and the following scope of work.

General Conditions

- General Liability/Workers Compensation Insurance
- Payment and Performance Bonds
- Builders risk insurance
- Supervision/Project Management
- Temporary facilities
- Temporary water and electricity
- Dumpsters
- Final cleaning
- Design Professionals CA
- ***Permit allowance of $10,000.00***

Demolition

- Cut & remove (8) sections (of various sizes) of exterior wall for windows/doors
- Removal of canopy, to include the 1000sqft of slab & walkway at the overhang and the (5) columns and footers
- Cut & remove the wing-wall per plan
- Cut & remove 500LF 24” trench, 4” deep, for underground plumbing work
- Removal and disposal of (8) roller-doors, frames and tracks
- Removal and disposal of storefront door & window combo, (2) windows, (3) external doors & frames
- Removal & disposal of (1) shed & generator/motor
- Removal & disposal of 96 LF of CMU walls
- Removal & disposal of 530sqft of concrete pad and stop
- Removal & disposal of 98LF of garage wall & footer, 219LF of wall planter and (3) sections of rainwater pipe

Concrete/Masonry

- Dig, prep, and pour a continuous wall footing per plan
  - 24”W x 16”D
  - Reinforcement to plan
- Install 8” CMU walls to plan
  - Reinforcement, Lintels and Sills
  - cell fill to plan
- Install 10 mil Stego vapor barrier w/tape over termite treatment
- Pour 4” thick slab with perimeter expansion joint and reinforcement to plan
  - Thickened edges where required
- Pour infill solid concrete slab to finished floor elevation in former apparatus bay
- Pour concrete into trenches for plumbing throughout existing building
- Form and pour sidewalks, patios, handicap ramp, stairs and exterior pads to plan
- Form and pour concrete beams per plan
- Install embeds and anchors provided in structural steel package

Structural Steel

- Fabricate, deliver, and erect the following:
  - Columns, beams, tube at (1) location, joists, decking, clips, bridging, x-bracing, perimeter angle, bent plate bolted to pa and fastened to existing roof, 2-line steel rails at front entrance ramp (base plate install), 1-line steel rails at front entrance stair & side entrance (base plate install), shop drawings
- Furnish only the following:
  - Site anchor rods at columns, embeds at joist to wall connections, embeds at deck to CMU wall connections, embeds at joist stabilizers to wall
- Furnish and install (1) bike rack

Cabinets & Millwork

- Reception / Lobby 109
  - 15.5 ft Millwork Pony Wall (PLAM Finish)
  - 15.5 ft Workstation Countertop (SS-1)
  - 7.5 ft Transaction Countertop (SS-1)
  - 2 ft Base Cabinets with dividers
  - (2) File Base Cabinets (36")
  - (1) Drawer Base Cabinet (24")
  - 6.5 ft Kiosk Countertop (SS-1)
  - (2) Finished End Panels (PLAM Finish)
- Breakroom 119
  - 18 ft Base Cabinets
  - 18 ft Upper Cabinets
  - 18 ft Countertop (SS-1)
- Building official 101
  - 8 ft Open Storage Cabinets (84" H)
  - 15 ft Upper Cabinets
  - 15 ft Base Cabinets
  - 15 ft Countertop (SS-1)

- Inspector's office 124
  - 8 ft Open Storage Cabinets (84" H)
  - (6) Drawer Base Cabinets
  - 35 ft Countertop (SS-1)
- Open office 108
  - 30 ft Upper Cabinets
  - 30 ft Base Cabinets
  - 30 ft Countertop (SS-1)
- Restrooms 110 & 111
  - 6 ft ADA Plumbing Cover (PLAM Finish)
  - 6 ft Countertop (SS-1)
- Window sills
  - 63 ft Window sills (Type W3 / Solid Surface)

Rough Carpentry

- Supply and install all metal stud framing and furring to plan
  - All walls to deck
- Supply and install insulation to plan
- Supply and install 5/8 drywall to plan
  - Level 4 finish
- Exterior framing and soffits to plan

Roofing

- Supply and install 2.6" base insulation package mechanically attached to steel deck per manufacturers specs
- Supply and install .060 GAF TPO mechanically to steel deck per manufacturers specs
- Supply and install new 24-gauge Kynar shop fabricated eave metal per manufacturers specs
- Supply and install all curb, base, and wall flashings required for a watertight roofing system
- Remove existing roof area around deleted A/C equipment as necessary
- Supply and install tapered insulation and TPO patches around existing units and new units as necessary
- Supply and install all flashing required for a watertight roofing system per manufacturers specs

Doors & Hardware

- Supply and install commercial doors:
  - 14 EA 3'0X6'8 Welded frames
  - 6 EA 3'0X7'0 Welded frames
  - 1 EA 6'0X7'0 Welded frame
  - 2 EA 6'0X7'0 Welded frames w/4" head
  - 2 EA 3'0X6'8 Flush hm doors
  - 2 EA PR 3'0X7'0 Flush hm doors
  - 12 EA 3'0X6'8 Flush wd doors - prefinished
  - 6 EA 3'0X7'0 Flush wd doors - prefinished
  - 1 EA PR 3'0X7'0 Flush wd door – prefinished
- Supply and install hardware sets to plan – standard lock cylinders

Glass & Glazing

- Supply and install commercial store front glass systems:
  - (9) 108” X 108” doors w/ sidelites
    - Mill finish
    - ¼” Tempered glass
    - Butt hinges – no thresholds
    - Standard hardware – not from spec book
  - (21) 36” X 52” (W3) Windows – 1” insulated glass – solarban 70XL
  - (2) 41” X 52” (SF1) Windows – 1” insulated glass – solarban 70XL
  - (1) 117” X 80” (SF2) Window – 1” insulated glass – solarban 70XL
  - (1) 67” X 83” (109d)
    - Mill finish
    - 1” insulated glass – solarban 70XL
    - Standard hardware – not from spec book
    - Non-impact rated
  - (1) 208” X 96” (Customer Assistance)
    - 3/8” Tempered glass
    - Mill finish
  - (1) 240” X 96” (Lobby)
    - Narrow stile lite
    - Mill finish
    - 3/8” Tempered glass
  - (2) 138” X 156” (127 & 127A) Store front doors
    - Mill finish
    - Panic bars
    - 1” insulated glass – solarban 70XL
    - Standard hardware – not from spec book
  - (2) 138” X 156” (East side) store front windows
    - Mill finish
    - 1” insulated glass – solarban 70XL
    - Standard hardware – not from spec book
  - (1) 170” X 86” (114) Store front door system
    - Mill finish
    - 3/8” Tempered glass

Overhead Doors

- Supply and install:
  - 2- Clopay Model #904 non-insulated 10'0" x 8'0" sectional doors
    - Full view
    - clear 1/8” DSB glass
      Std track
    - Manual operation
    - Mount to framed walls
    - Finish: Manf. Std. Clear anodized

Acoustical Ceilings

- Supply and install:
  - Armstrong Canyon #1492, 2'x2'x5/8", Beveled Tegular edge, White
  - Armstrong Prelude XL, 15/16", exposed tee system, White
  - Armstrong Axiom 4" Perimeter Trim (Meeting room)

Stucco

- Supply and install stucco finish over new block and existing building in our scope of work
  - 5/8” Stucco
    - Scratch coat, brown coat, finish coat
  - Control joints
  - Corner trims per plan

Painting

- Supply and apply
  - (1) One coat of primer & (2) two coats of finish to interior walls
  - (1) One coat of primer & (2) two coats of finish to ceilings
  - (1) One coat of primer & (2) two coats of finish to doors & frames
  - (1) One coat of primer & (2) two coats of finish to exterior walls
  - (2) Two coats of primer & (2) two coats of finish to doors & frames

Flooring/Tile/Carpet/VCT

- Supply and install to plan:
  - CPT-1 Milliken WTR145 Sepia
  - CPT-2 Milliken WTR290 Crimson
  - CPT-3 Milliken COL110-178
  - Ter-1 Mohawk 948 Crag
  - Ter-2 Mohawk 727 Grit
  - LVT-1 Tarkett Parable
  - Floor tile in restrooms - hexagon white matte
  - Furnish and install wall tile in restrooms wt-1 Daltile Mythology and WT-2 color story passion as accent
  - Furnish and install Tarkett 4" cove base color 40 black
- Polished concrete in room 135
- Sealed concrete in rooms:
  - 112, 113, 136, 117, 133, 132

Bathroom Accessories

- Supply and install (5) toilet partitions to plan
  - American Standard – Solid plastic
  - Floor mounted, overhead braced
  - Standard hardware
  - Standard color choices
- Supply and install (3) Larsen fire extinguishers to plan
  - 10lb multi-purpose
  - Semi recessed cabinets
  - Clear acrylic door

- Supply and install base accessories to plan
    - (6) 36" Grab Bar: 1-1/2" Dia - concealed flange, satin ss
    - (6) 42" Grab Bar: 1-1/2" Dia - concealed flange, satin ss
    - (9) Toilet tissue holder-double roll, s/s with lock
    - (10) 18" x 36" Channel framed mirrors
    - (2) Towel dispenser/waste: full recessed
    - (7) Napkin disposals - surface mounted
    - (8) Soap dispensers: wall mounted-vertical, s/s
    - (2) Baby change stations
    - (6) Towel dispensers - surface mounted

Canopies

- Supply and install (3) canopy systems
- North Entry Canopy
    - Approximately 375 S.F. of walkway cover
    - 6” Corrugated deck
    - 6”x4” Beams
    - 4”x4” Columns
    - Standard 6” fascia
    - Clear anodized A31 finish - class 2
- West Courtyard Canopy
    - Approximately 834 S.F. of walkway cover
    - 6” Corrugated deck
    - 10”x6” Beams
    - 6”x6” Columns
    - Standard 6” fascia
    - Clear anodized A31 finish - class 2
- East Courtyard Canopy
    - Alternative design from plans
    - Add approximately 2,057 S.F. of walkway cover
    - 6” Corrugated deck
    - 16”x6” beams (made from two (2) stacked components)
    - 12”x6” columns
    - Standard 6” fascia
    - Clear anodized A31 finish - class 2

Knox Box

- Supply and install (1) Knox box

Window Treatment

- Supply and install window blinds
    - Manufacturer: SWF Contract C8206
    - Color: Steel Grey
    - Locations:
        - W3, SF-1, SF-2 Windows

Plumbing

- Provide all plumbing for Sanitary and water piping
- Provide and install the following:
  - 9 Toilets
  - 10 Wall hung lavatories
  - 2 Water coolers
  - 1 Breakroom sink
  - 1 Mop sink
  - 1 Urinal
  - 6 Floor drains
  - 4 Hose bibs
- Drains to be Sch. 40 PVC - All water lines to be CPVC Overhead
- Provide and install new storm drain piping for roof drains, connect to 3 existing and add 1 new

HVAC

- Supply and install HVAC systems to plan with *VE options included* for duct work
  - Trane equipment to plan
  - Trane vav boxes
  - Bath fans with venting
  - Roof curb
  - Line sets
  - Drains
  - Spiral metal duct work where exposed
  - Flex fiberglass duct work above ceilings

Electrical

- Supply and install electrical system to plan
- Fixtures:
  - (56) A, (15) AE, (28) B1, (8) B1E, (17) B2, (5) B2E, (16) B3, (2) B3E, (18) C, (12) CE, (6) DE, (10) F, (6) WE, (12) X
- Devices:
  - (34) Ceiling mounted occupancy sensor
  - (7) Ceiling mounted vacancy sensor
  - (6) Wall mounted occupancy switch
  - (6) Low voltage switch
  - (16) Low voltage dimmer
  - (4) Low voltage three way dimmer
  - (2) Single pole switch
  - (85) Duplex receptacle
  - (6) Tamper resistant duplex receptacle
  - (20) Quad receptacle
  - (13) GFCI receptacle
  - (6) GFCI W/P receptacle
  - (1) Nema 5-30R receptacle
  - (2) Modular furniture power connection
  - (16) Three-compartment floor box

- Communication:
  - (1) Ladder rack, 12" as shown on sheet T601, detail 2
  - (2) APC 42 RU rack enclosure
  - (6) Data box with 1" conduit stub up and (1) category 6 cable terminated on a 1-port plate
  - (44) Data box with 1" conduit stub up and (2) category 6 cables terminated on a 2-port plate
  - (2) Data box with 1" conduit stub up and (4) category 6 cables terminated on a 4-port plate
  - (5) TV box with 1" conduit stub up with (1) category 6 cable terminated on a 1-port plate
  - (2) Modular furniture data connection each with (2) Category 6 cables
  - (16) Floor boxes
  - (2) Category 6 cables terminated
  - (14) Data 1" conduit to floor boxes
  - (2) Data 1-1/4" conduit to conference floor boxes
  - (4) Wireless access point box with tile bridge support
  - (9) Card access box with conduit stub up
- CCTV:
  - (1) Fiber optic in-ground pull box
  - (1) Direct burial 37' concrete camera poles
  - (1) Fiber optic 2" conduit to camera poles
  - (2) 120 volt connection to camera poles for transceiver
  - (1) Fiber optic 2" conduit through electric room
  - (4) Interior camera box with flex conduit
  - (6) Exterior camera box with conduit stub
- Audio/Video:
  - (1) AV HDMI box with 1-1/4" conduit stub up
  - (1) Projector data box with conduit to concealed area
  - (1) Motorized screen 120 volt connection
  - (1) 3" conduit from A/V rack to IT room
  - (1) 3" conduit from IT room to courtyard
- Fire Alarm:
  - 1. Install Notifier addressable equipment per the design documents referenced herein to be an approved equal by the EOR/Owner
  - 2. Occupant notification to be horn strobe audio visual devices as referenced on the contract drawings design
  - 3. Provide the (2) listed duct smoke detectors
  - 4. Provide (1) remote annunciator as referenced on the contract drawings design
- Lightning Protection
  - 1. Aluminum rooftop/Copper downleads, surface-mounted Lightning Protection System the Building & Generator as per NFPA 780, UL 96A, drawings provided, and Lightning Protection note #1 on E221
  - 2. Surface-mounted downleads to be furnished with (2) 3/4" X 10' copper clad sectional ground rods

- Equipment Circuits
  - (1) EWH-1
  - (2) Condensate pump
  - (1) BAS
- Mechanical Circuits:
  - (1) VAV- 1-1, 1-2, 1-3, 1-4, 1-5
  - (1) VAV- 2-1 through 2-10
  - (1) MS/MS-CU
  - (1) AHU-CU-1
  - (1) AHU
  - (1) RTU-2
  - (1) EF-1, 2, 3
- Distribution Equipment
  - (1) CT meter
  - (1) Panel MDP
  - (1) Panel A & B & (1) Emergency power off
- Generator
  - (1) KOHLER Model 230REOZJE - EPA Certified Diesel Generator Set 230kW, @ 0.8 PF, 60 Hz, 3 Phase
  - 120/208 Volt
  - (1) Enclosure: Sound / Aluminum
  - 200 MPH Wind Load Rated
  - Critical Silencer
  - (1) Automatic transfer switch 800 Amp 3 phase
  - ***$4,000.00 Allowance included for generator fuel***
- Site Utilities
  - (2) 4" directionally bored conduit from proposed utility transformer location to existing overhead power pole
  - (3) 3" conduits from utility transformer to ATS each with 4 - #300CU conductors
  - All power underground conduits utilize schedule 40 PVC in lieu of schedule 80 PVC

Patio and Fence

- Pavers installed per plan
- Astro-turf grass install per plan
- Install 29' - 6' high steel picket fence – powder coated black
  - 2 - 3' Wide standard single swing gates, with panic bar prep
  - 6 - Heavy 4" gate post
  - 1 - 6' 4" Double swing gate with panic bar prep
  - 4 - Detex panic bars, outdoor rated
  - 1 - Removable center mullion
  - 10 - Core drill holes through concrete slab
  - Gate frame: welded frame construction
  - Panic gates: welded 12" plate for panic bar mounting, mini mesh covering on gate to prevent reach through
  - Panic bars with keyed cylinder entry
  - All posts set in concrete footings 10" dia. x 24" - 36" deep

Signage

- ***$10,000.00 Allowance for signage included***

Data/Communications

- ***$50,000.00 Allowance included for technology, cameras, projector and screen, etc.***

Site Work – Includes Value Engineering

- Demolition to plan
  - Asphalt
  - Base rock
  - Concrete
  - Curbing
  - Saw cutting
  - Remove sign
- Earthwork
  - Clearing (trees and brush)
  - Site fill
  - Import fill
  - Stabilizing
  - Grade and compact
  - Inlet protection
  - Erosion control
- Light duty paving
  - Asphalt (2” sp9.5)
  - Base
  - Sub-base
  - Prime and sand
  - Stabilizing
  - Mill and overlay
- Concrete and striping
  - Ribbon curb
  - Type D curb
  - Striping and signage
  - Remove and reset wheel stops
  - Concrete sidewalks, steps
  - H/C ramp
- Storm drain piping
  - 6” PVC
  - 10” PVC
  - 4” PVC condensate

- Storm structures
  - Connect EX inlet
  - 10” PVC WYE
  - 10x6 PVC WYE
  - 10x6 PVC reducer
  - 6” PVC WYE
  - Storm cleanout
  - 6” Roof drain connection
  - Condensate dry well
- Water and fire
  - 2” PVC SDR21
  - Wet tap 8x12
  - 2” miscellaneous fittings
  - 2” RPZ
  - Magnetic marking tape
  - Testing chlorination/pressure
  - Restoration
- Sanitary sewer
  - Connect to existing sewer service
  - 6” PVC service pipe
  - 6” PVC WYE
  - 6” PVC TEE WYE
  - Sewer cleanout
  - Television testing of piping is not included

Landscape/Irrigation

- Commercial irrigation install irrigation system
  - Upgrade existing system where needed and install new where needed to obtain full coverage to new turf and landscaping areas shown on plan
- Landscape installation
  - Install palms, shrubs and groundcovers per plan including mulch -includes perennial peanut “Certified Eco-Turf”
- St. Augustine Sod - 14,000 SF ‘ProVista’
- Drainage
  - Install drainage materials, edging and Mexican beach pebble per plan

Total: $4,021,235.00

(Four Million, Twenty-one Thousand, Two Hundred, Thirty-five Dollars and 00/100***)

Alternate 1 Deduct: ($20,479.00)

- Deduct north canopy

Alternate 2 Deduct: ($45,549.00)

- Deduct west canopy

Alternate 3 Deduct: ($96,936.00)

- Deduct east canopy

Alternate 4 Deduct: ($50,000.00)

- Deduct tech allowance from scope

Alternate 5 Deduct: ($140,000.00)

- Deduct building generator, and ATS

Exclusions:

- Impact fees, Engineering, Appliances, Fire sprinkler and suppression systems, Speakers and speaker wiring, Card access systems, CATV incoming service conduit, Low voltage systems spare parts listed in specification book, All communications by a BICSI certified installer, Third party testing & commissioning, Final data terminations, Projector and AV/IT rack, Furniture (interior and exterior), FFE package, Work or renovations to existing occupied building, Frosted image on glazing, Door hardware from spec book, Lightning protection counterpoise, Commissioning testing, Utility connection fees, Electrical and water start up fees, CCTV cameras, Time clock, Concrete over communication conduits, SCH 80 PVC for communication, EV chargers or conduit, Work in occupied portion of building, Roundabout and pavers, Whiteboard and posts, Curbing and paving at roundabout, South side site work, Generator docking station

NOTE
This proposal is valid for 30 days, however, in the event of a material price increase due to today's volatile construction market, tariffs, or a delay in material availability during the performance of the contract work, through no fault of Whitehead Construction, the contract sum, and duration shall be equitably adjusted by an owner-approved change order in accordance with the contract documents

Thank you for the opportunity to provide you with this proposal. If you have any questions, please feel free to contact our office at (863) 293-6473.

With Kind Regards,

Nathan Marshall

Nathan Marshall
Chief Project Estimator

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FPN: 451699-1-58-01	FPN:	FPN:
Federal No (FAIN): D125-075-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SU	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No:16 - City of Winter Haven Contract No:
Recipient Vendor No: F596000453027 Recipient Unique Entity ID (UEI) No: PFVYT3KUR5U9

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Winter Haven ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction and CEI services on a project which consist of improving and extending the sidewalk, multipath, and landscape on Roosevelt Dr. from SR540 (Cypress GardenBoulevard) to Register Rd., as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2029. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 1,211,102.00 (One Million, Two Hundred, Eleven Thousand, One Hundred, Two Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,211,102.00 (One Million, Two Hundred, Eleven Thousand, One Hundred, Two Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

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If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds

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approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's

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Local Agency Program Manual (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

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f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

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9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

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delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for 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 the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide 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.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

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Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

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☐ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

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i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

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c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☒ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Winter Haven

By: _____
Name:
Title: City Manager

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title: Director of Transportation Development

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 451699-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Winter Haven (the Recipient)

PROJECT LOCATION: OFF STATE HWY SYS/OFF FED SYS

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:
POLK 16900022 COMPOSITE 2 0.09 / 0.278 0.188

PROJECT DESCRIPTION: Roosevelt Dr Improvement from SR540 to Register Rd

Improvements to Roosevelt Dr. will include resurfacing the exsiting segment of the roadway and extending the road to connect with Register Rd. Improvements will include adding a curb and gutter section to the exsiting protion of roadway, adding a concrete sidewalk on the north side and an asphalt side path on the south side, and incorporating rain gardens into the area.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"

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3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Agency will be responsible for providing the Certification Clear Package the following items must be completed and signed by the authorized Agency representative: Rail Clear Letter, Permits Clear Letter, Utilities Clear Letter, and Executed Environmental Certification and Determination

The Agency will be responsible for providing the Construction LAP agreement partially executed with the executed Resolution by the agency signed through the agency's authorization process.

The Agency will be responsible for providing Bid Documents & Construction Checklist for reviewed, and approved, and the construction checklist must be signed by the agency and department before the project can be advertised.

For LAP projects that are off-system, the Agency will be responsible for providing the 60%, 90%, and 100% (final) plans submittals along with a signed Engineer's Estimate is needed.

Without the FDOT's review and approval of these documents the project funding, LAP agreement, and NTP will be ineligible to be authorized, encumbered, and fully executed. All items must be reviewed, approved with the LAP agreement fully executed and executed Notice to Proceed issues by the Department prior to any construction related activities, including project advertisement.

Construction related activities conducted prior to the Notice to Proceed will not be reimbursed and may render the entire project ineligible for Federal funding.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design to be completed by: September of 2025
b) Right-of-Way requirements identified and provided to the Department by: TBD
c) Right-of-Way to be certified by: September of 2025
d) Construction LAP Agreement to be Fully Executed by: October of 2025 .
e) Construction to be Advertised by: November of 2025
f) Construction to be completed by: June 30th 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2026 for Construction and CEI services.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Winter Haven P.O. Box 2277, Winter Haven, FL, 33883	451699-1-58-01 451699-1-68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2026 (ACSU)	$ 1,211,102.00	$	$	$ 1,211,102.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 1,211,102.00	$ 0.00	$ 0.00	$ 1,211,102.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$	$ 0.00	$ 0.00	$
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 1,211,102.00	$ 0.00	$ 0.00	$ 1,211,102.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon

Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2025.12.30 07:25:42 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$1,211,102.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

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EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16 is modified to include the following provisions:

1. Until such time as the Project is removed from the right of way pursuant to paragraphs 3 and 4 of this Exhibit, the Recipient shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures, hereinafter called "Project Standards." Specifically, the Recipient agrees to:

    a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;

    b) Properly mulch plant beds;

    c) Keep the premises free of weeds;

    d) Mow and/or cut the grass to the proper length;

    e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and

    f) Remove or replace dead or diseased plants in their entirety, and remove or replace those plants that fall below original Project Standards.

    The Recipient agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Recipient agrees to keep litter removed from the project highway.

2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 9 of the Agreement, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Recipient.

3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered, or otherwise changed to meet with the future criteria or planning of the Department. The Recipient shall be given notice regarding such removal, relocation, or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Recipient will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate, or adjust the Project as it deems best, with the Recipient being responsible for the cost incurred for the removal of the Project.

4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Recipient.