WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Tuesday, May 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 - LaTonya Harris, CMC, FCRM, Deputy City Clerk

3. INVOCATION - Rev. Callie Weber, First Presbyterian Church of Winter Haven

4. PLEDGE OF ALLEGIANCE - LaTonya Harris, CMC, FCRM, Deputy City Clerk

5. PRESENTATIONS

5.A **"Community Action Month" Proclamation - Albert Miller, Division Director - The Agricultural and Labor Program, Inc. (ALPI)**

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

Proclamation

5.B **"National Water Safety Month" - Adam Butler, Aquatic Supervisor**

Staff Contact: *Adam Butler, Aquatic Supervisor , abutler@mywinterhaven.com*

Proclamation

5.C **Chain of Lakes Park Events Update - Scott Eilers, Parks, Recreation & Culture Interim Director**

Staff Contact: *Scott Eilers, Parks, Recreation & Culture Interim Director, seilers@mywinterhaven.com*

6. DEVELOPMENTS OF NOTE

7. MINUTES

7.A **April 27, 2026, Regular City Commission Meeting Minutes**

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

2026-04-27 DRAFT Regular City Commission Meeting Minutes with Link

7.B **May 6, 2026, City Commission Agenda Review Session Minutes**

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

2026-05-06 DRAFT Agenda Review Session Minutes with Link and Attachment

7.C **May 11, 2026, Regular City Commission Meeting Minutes**

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

2026-05-11 DRAFT Regular City Commission Meeting Minutes with Link and Attachment

8. COMMENTS FROM THE AUDIENCE

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

9.A **O-26-12 - Request by Beacon Six Holdings, LLC to rezone one parcel from Mixed Use (MX) zoning district to Commercial- Highway (C-3) zoning district (2001 First Street, North)**

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

Summary - Ordinance O-26-12
O-26-12

9.B **O-26-15 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026**

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

Summary - Ordinance-O-26-15
Ordinance O-26-15
Exhibit A

10. CONSENT AGENDA

10.A **Pollard Road Water Production Facility and 4th Street East Extension, Final Design and Construction Manager at Risk Support Services (RFQ-21-24)**

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

Summary - Pollard Road WPF, Final Design, Permitting and CEI Services
Pollard Road WPF, Final Design and CMAR Support Services, Scope of Work, AtkinsRealis
4th Street Extension Scope of Work, AtkinsRealis
Water Treatment Plant - Location Map

10.B **Cypresswood Water Treatment Facility, Final Design and Construction Manager at Risk Support Services (RFQ-19-21)**

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

Summary - Cypresswood WTF, Final Design, Permitting and CEI Services
Cypresswood WTF, Final Design and CMAR Support Services, Scope of Work, Wright-Pierce
Water Treatment Plant - Location Map

10.C **Jones Edmunds - Supplemental Engineering Services, Harmony MLS (RFQ-18-36)**

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

Summary - Jones Edmunds Supplemental Engineering Services - Harmony MLS
Supplemental Engineering Services, Harmony MLS

10.D **Annual Contract - Gravity Sewer Cured-In-Place-Pipe (CIPP) Lining Services (ITB-25-30)**

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

Summary - Annual Contract Gravity Sewer CIPP Lining Services
Insituform Technologies - 2026 Annual CIPP Lining Proposal

Location Map - 2026 Gravity Sewer CIPP Lining

10.E **Authorization for Travel & 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 Policy Board Meeting July 2026

11. RESOLUTION(S)

11.A **R-26-15 - Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 foot wide north/south improved right-of-way consisting of West Lake Eloise Drive, and including a section of a Polk County "Maintained Right-of-Way" map for West Lake Eloise Drive**

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

Summary - Resolution R-26-15
Resolution R-26-15

11.B **R-26-17 - Request by KRPC Willowbrook LLC to release the subdivision Performance Bond and confirming acceptance of the remaining improvements, infrastructure, and dedications in favor of the City of Winter Haven for the Willowbrook North Subdivision**

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

Summary - Resolution R-26-17
Resolution R-26-17

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

13.A **Grant and Aid Application Review Committee Recommendations for FY27 Grant Awards**

Staff Contact: *Katrina Hill, Director of Public Affairs and Communication, khill@mywinterhaven.com*

Summary - Grant and Aid Award Recommendations FY27
Grant and Aid Distribution Summary FY 2027 (spreadsheet)
26 05 05 Grant & Aid Application Review Committee Meeting Minutes
26 05 15 Grant & Aid Application Review Committee Meeting Minutes
26 05 05 Conflict of Interest Disclosures
26 05 15 Conflict of Interest Disclosures
26 05 05 Agency Sign In Sheet
26 05 15 Agency Sign In Sheet
26 04 13 City Commission Guidance to GAARC Summary
26 05 05 Communication from Commissioner Chad Davis
Compliance Certification re Official Acts of Local Governments

13.B **Comprehensive Agreement - Unsolicited Proposal for 292-space Parking Facility**

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

Summary - Comprehensive Agreement
Comprehensive Agreement

13.C **Task Order with Kimley Horn for Magnolia Parking Garage Owners Representative and Technical Advisor Services**

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

Summary - Task Order with Kimley Horn for Magnolia Parking Garage Owners Representative and Technical Advisor Services
Task Order with Kimley Horn for Magnolia Parking Garage

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, community action creates pathways to prosperity by helping hardworking families achieve economic independence rather than keeping them reliant on government assistance; and

WHEREAS, community action is built on innovative, responsive, and efficient programs that are uniquely tailored to meet local needs; and

WHEREAS, community action delivers high- impact, cost- effective results that generate a significant return on investment for local communities; and

WHEREAS, community action invests in private- sector job creation and career training, ensuring that communities grow through free- market solutions; and

WHEREAS, community action agencies are trusted pillars of the community that engage volunteers who donate their time to advance local progress, support working families, and contribute to lasting community success; and

WHEREAS, community action programs are both necessary and popular— delivering effective, high-quality assistance that strengthens community resilience and fosters local prosperity.

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

"Community Action Month"

in recognition of the hard work and dedication of all City of Winter Haven community action agencies.

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 May, 2026.

William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

Proclamation

WHEREAS, May 2026 is *National Water Safety Month* and the goal is to educate the public, policymakers and public health professionals about safer water practices; and

WHEREAS, drowning incidents occur due to a number of reasons including: lack of swimming skills, first aid skills, barriers to prevent unsupervised water access, close supervision, failure to maintain pool equipment leading to entrapment, wearing life jackets, drinking alcohol responsibly, and not recognizing potential hazards such as rain-filled buckets, toilets, bath tubs, water coolers, retention ponds, canals, and neighboring pools; and

WHEREAS, drowning is the second leading cause of death in children under 5 in Polk County. Fatal and non-fatal drownings are silent events, occurring in as little as 2 inches of water; and

WHEREAS, water safety education plays a vital role in the prevention of drowning and recreational water-related injuries; and

WHEREAS, it is of vital importance to communicate water safety rules and programs to families and individuals of all ages, including owners of private pools, users of public swimming facilities, or visitors of water parks; and

WHEREAS, local and national agencies such as the Coalition on Injury Prevention of Polk County, Safe Kids Suncoast Coalition, City of Winter Haven Parks, Recreation & Culture, and their partnering agencies, educate Winter Haven residents on pool and open water safety; and

WHEREAS, the City of Winter Haven recognizes the important role that swimming and aquatic-related activities play in supporting good physical and mental health and enhancing the quality of life for all residents; and recognizes the ongoing efforts of the public and private sector to support water safety initiatives.

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

"National Water Safety Month"

in the City of Winter Haven and extend continued support for the efforts of local agencies to promote water safety.

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 May, 2026.



William Brian Yates, Mayor

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, April 27, 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:VA6C2:8d3ee76d-fod6-476b-859a-bb846fac23cf
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER – Mayor Yates called the regular meeting to order at 6:50 p.m.

He apologized that the meeting started late due to an extended Community Redevelopment Agency (CRA) Board Meeting.

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

Commissioners Present: Mayor 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; Economic Opportunity and Community Investment Director Eric Labbe; Public Affairs and Communications Director Katrina Hill; Public Works Director Brittany Hart; Winter Haven Regional Airport Director Troy Heidel, Safe Neighborhoods Director Tanya Ayers; Fire Chief Drew Neubrand; and Chief Financial Officer Chris Reeder.

3. INVOCATION – Commissioner Dollison

Mayor Yates said Pastor Cesar Perez had to leave prior to the meeting, therefore Commissioner Dollison delivered the invocation in his place.

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

5. PRESENTATION(S)

A. "Mental Health Awareness Month" Proclamation - Morgan Volpe, Mental Health Coordinator, accompanied by Police and Fire Peer Support Team members and community partners: Peace River Center, Advent Health, Tri-County Human Services, and Bay Care

Deputy City Manager Carnevale read aloud a proclamation declaring May 2026 as "Mental Health Awareness Month" in the City of Winter Haven. Mental Health Coordinator Morgan Volpe, joined by members and community partners, accepted the proclamation and thanked the Commission. She noted that the 2026 theme "Stigma Grows in Silence, Healing Begins in the Community" underscored the importance of open dialogue and collective responsibility.

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B. "Hurricane Preparedness Week" Proclamation - Brittany Hart, Public Works Director and Charlie Bird, Assistant City Manager - Public Safety

Assistant City Manager for Public Safety Bird read aloud a proclamation declaring the week of May 3, 2026 as "Hurricane Preparedness Week" in the City of Winter Haven. Public Works Director Hart, joined by members of her team, accepted the proclamation and thanked the Commission. She also gave remarks about preparedness activities, training sessions and ongoing coordination with other agencies.

C. "Municipal Clerks Week" Proclamation - Vanessa Castillo, MMC, City Clerk and LaTonya Harris, CMC, FCRM, Deputy City Clerk

City Manager Stavres read aloud a proclamation declaring the week of May 3, 2026 as "Municipal Clerks Week" in the City of Winter Haven. City Clerk Castillo accepted the proclamation and thanked the Commission. She also expressed appreciation for the City Commissions consistent support and described the scope of the City Clerk's Office.

D. Presentation of Audit Results for the Annual Comprehensive Financial Report Fiscal Year Ending September 30, 2025 - Daniel Anderson, Maudlin & Jenkins, CPA

Garrett Marlowe of Mauldin & Jenkins, CPA, in the absence of Daniel Anderson, presented the audit results and the *Annual Comprehensive Financial Report City of Winter Haven – 2025 Presentation of Audit Results* PowerPoint presentation (see attached) and discussed the slides in more detail.

Mayor Pro Tem Mercer asked whether federal Department of Government Efficiency (DOGE) review efforts had affected local independent audits. Mr. Marlowe said he was not aware of any formal DOGE-related audits affecting his clients, though some cities had received information requests. City Manager Stavres explained those reviews were separate from the Annual Comprehensive Financial Report (ACFR) audit process.

City Manager Stavres noted this item would appear on the Consent agenda. He also recognized the work of former Chief Financial Officer Scott, Assistant Finance Director Debbie Tate, and the entire Financial Services Department team for their work. Mayor Yates also expressed appreciation. Discussion ensued.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES – None

8. COMMENTS FROM THE AUDIENCE

Viesta Skipper, 880 Reflections Loop East in Winter Haven, said she spoke on behalf of Mr. Ruffin, President of the Polk County Concerned Citizens. She expressed concerns with the Cypress Gardens historical marker at Dr. Martin Luther King Jr. Park as being larger and more noticeable than the park's Dr. King signage; some City job applicants reportedly received interview thank-you letters even though they were never interviewed; the Northeast Complex/Cultural Center leadership selection was made without community input or public notice; and the City should hold town hall meetings, including one focused on the Florence Villa area, to hear resident concerns.

Ernestine Davis, 3709 Buckeye Point Drive in Winter Haven, asked whether businesses were required to provide restrooms for customers. Economic Opportunity and Community Investment Director Labbe said it was his understanding that the Florida Building Code required businesses to have restroom facilities, though not necessarily required to make them publicly accessible. He said he would confirm this with the Building Official.

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

A. O-26-10 - Request by Langley Gault to rezone two parcels from Commercial- Highway (C-3) zoning district to Mixed Use (MX) zoning district (120 and 124 Avenue H, SE)

City Attorney Murphy read Ordinance O-26-10 by title only and City Manager Stavres presented. He also noted that applicant Langley Gault was present in the audience and had attended every meeting concerning this property.

Motion by Commissioner Birdsong to approve Ordinance O-26-10 on second 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.

B. O-26-13 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

City Attorney Murphy read Ordinance O-26-13 by title only and City Manager Stavres presented.

Motion by Commissioner Birdsong to approve Ordinance O-26-13 on second 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.

10. CONSENT AGENDA

A. Acceptance of the Annual Comprehensive Financial Report and Community Redevelopment Agency Report for the Year Ended September 30, 2025

B. Agreement for Transfer of Public Roads - Boys Club Road

C. Logistics Pkwy/Pollard Road Extension Phase I, Change Order # 1, (ITB-25-34)

D. ITB-26-23 - Annual Contract for Airport Mowing - Award Recommendation

E. Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for Rehabilitation of the T-Hangar Taxilanes -Amendment No. 1

F. Opioid Settlement Agreement

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.

11. RESOLUTION(S) – None

12. ORDINANCE(S) - FIRST READING

A. Ordinance O-26-14 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026; Airport carpet

City Attorney Murphy read Ordinance O-26-14 by title only and City Manager Stavres presented.

Mayor Yates reported this item would come back for a second reading and public hearing at the May 11, 2026, Regular City Commission Meeting.

13. NEW BUSINESS – None

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Davis reported on/attended the following:

- Southeastern University Campus ribbon cutting in Downtown
- SUN 'n' FUN fundraising event
- Orientations with City staff
- Winter Haven Chamber of Commerce [Monthly Membership] Luncheon featuring Six/Ten LLC
- Tennis Center Renaming Ceremony honoring former Mayor Brad Dantzler
- Celebration of Life for Clara Nell Dantzler [mother to Brad Dantzler]
- Polk State College (PSC) Night of Legacy event

Commissioner Dollison reported on/attended the following:

- Florida Black Caucus of Local Elected Officials (FBC-LEO) Conference
- Police Department Annual Appreciation Cookout
- [Winter Haven] Chamber [Monthly Meeting] Luncheon
- Tennis Center Renaming Ceremony
- State of the County
- PSC Night of Legacy event
- Celebration of Life for Clara Nell Dantzler
- Was impressed with the rendering of the new SouthState Bank building in Downtown
- Invited everyone to attend the [First Missionary Baptist Church] 31st Heritage Day Celebration in Downtown [Central Park]

Commissioner Dollison requested an update on the Downtown Carillon bell tower installation. City Manager Stavres said the bells were operational on an intermittent schedule and construction was nearing completion, with fencing still to be installed. A public dedication was planned for the fall to recognize donor Mr. Thomas Oldt and his family and could include a carillon demonstration. Discussion ensued.

Commissioner Birdsong reported on/attended the following:

- Police Department Annual Appreciation Cookout
- Southeastern University Campus ribbon cutting in Downtown
- AdventHealth [Primary Care] Clinic ribbon cutting
- General Employees' Pension Board Meeting
- Celebration of Life for Clara Nell Dantzler
- PSC Night of Legacy event
- Tennis Center Renaming Ceremony
- Expressed appreciation for a clean audit with no findings and for the City's leadership

Mayor Pro Tem Mercer reported on/attended the following:

- Southeastern University Campus ribbon cutting
- Florida Governor Ron DeSantis Press Conference at Bok Tower
- SUN 'n' FUN fundraising event
- Police Officers Pension Board and Firefighters Pension Board Meetings
- Tennis Center Renaming Ceremony
- PSC Night of Legacy Event
- Celebration of Life for Clara Nell Dantzler
- Expressed appreciation of the clean audit with no findings

Mayor Yates reported on/attended the following:

- Provided positive comments to new Chief Financial Officer Reeder
- Said he attended most of the events that had already been mentioned

Mayor Yates expressed concerns with the letters from the Human Resources Division sent to applicants [mentioned under Audience Comments]. City Manager Stavres explained that an internal control error had been identified and controls had since been implemented across departments to prevent a recurrence.

Mayor Yates said he had received an update from the Winter Haven Youth Football Organization and requested an update of Sertoma Park. He asked about the demolition of a dilapidated storage building; if there was a master plan for the park; and expressed concerns about local youth sports access and organizational continuity. City Manager Stavres responded he would need to defer to the facilities oversight group and mentioned the City was looking at purchasing nearby property for a possible expansion; a master plan had been done several years back, which likely needed updating and which staff would look into; and explained user agreements, City partnerships with youth

sports groups, a new Recreation Division Manager position to help expand recreation programs, and said he would provide an update on youth football. Discussion ensued.

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Recognized Chief Financial Officer Reeder for flying back into town earlier this afternoon to hear the audit report and welcomed him to his first Regular City Commission Meeting.
- Recognized Mr. and Mrs. Aguilar who were present in the audience as participants in the current City of Winter Haven Public Safety Leadership Council program

Reminded the Commission of upcoming events:

- April, 30, 2026, 5:00 p.m. - Winter Haven Recreation and Cultural Center Ribbon Cutting
- May 1, 2026, 10:45 a.m. - New Employee [Welcome to Winter Haven] Orientation
- May 6, 2026, 12:00 p.m. – Girls, Inc. "She Knows Where She's Going" Awards at The Ritz Theatre.
- May 12-14, 2026 - Washington, D.C. legislative trip and their respective travel arrangements.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 8:10 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
William Brian Yates
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, May 6, 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:b406cd1d-af98-43a8-a301-157c9193ebef
A hard copy of the PowerPoint will be attached to the original signed minutes.

1. CALL TO ORDER – Mayor Yates called the agenda review session meeting to order at 5:30 p.m.

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

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

Commissioners Absent: 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 of Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Winter Haven Regional Airport Director Troy Heidel; Public Works Director Brittany Hart; Police Chief Vance Monroe; Fire Chief Drew Neubrand; and Chief Financial Officer Chris Reeder;.

5. PRESENTATION(S)

A. "National Public Works Week" Proclamation - Brittany Hart, Public Works Director

B. "Police Memorial Week" Proclamation - Vance Monroe Jr., Chief of Police

Mayor Yates said items 5A and 5B would be presented at the May 11, 2026, Regular City Commission Meeting.

There were no questions or discussion.

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

(Note: this item occurred after the City Manager Report)

Deputy City Manager Carnevale gave an overview of the *FY26 Strategic Pillar Update – Community Safety* PowerPoint presentation *(see link/attached)*.

Fire Stations No. 5 and No. 2 Updates

Fire Department Division Chief of Planning and Finance Nicholas Bilbrey reported that Fire Station No. 5 is under construction, will serve about 9,000 people, and should be finished early next year. It will include space for fire and police and cost about $5.6 million. Fire Station No. 2 is approx. 30 years old and will be upgraded using a state grant

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and the work includes a new roof, generator, doors, windows, LED lighting, and better insulation to improve storm safety and lower energy costs.

Community Connect

Fire Department Division Chief of Training and Safety Chris Curran reported that the Community Connect program is an online system where residents and businesses can voluntarily share important safety information with the Fire Department. He explained that the system allowed crews to access details during emergencies, such as building layout, medical needs, contact information, occupancy, pets, and hazards, noted the program improved response time, helped identify access points, and can connect residents to services like smoke detector installation. Also, that it is free, secure, and designed to improve safety for both the public and responders by giving crews better information before arriving on scene.

Fire Prevention Update

Fire Marshal Jeremias Perez reported on fire inspections from January to date, including 303 new construction inspections covering alarms, sprinklers, new businesses, and remodels and reviewed annual inspections for existing buildings and re-inspections for code violations. He explained the City has moved from paper reports to an online system that increases transparency, allows photos, and links violations directly to code references and noted continued use of Knox Boxes to provide safe building access for firefighters. Lastly, the City partners with the Red Cross to provide free smoke alarms through Community Connect and outreach events in targeted neighborhoods. The new system also allows inspection reports to be shared by email in real time with property owners and occupants, improving communication and transparency.

Mayor Yates asked whether the detectors included carbon monoxide capability or were smoke-only. Fire Marshal Perez confirmed they were smoke alarms only. He added that the Red Cross program currently provides smoke alarms in limited quantities, about 15 at a time, which were replenished as they are distributed.

Wallet Card and Decal Project

Deputy Police Chief Gorek reported on two new police programs aimed at improving communication and support for individuals with disabilities. First, the Wallet Card program helps first responders identify communication needs for individuals with autism or other disabilities. The card includes personal information, communication tips, and a sensor that indicated the person's stress level. It is free for the department, costs users $10, and could be supported through grants or partnerships. Second, he explained the autism and dementia decal program for vehicles and residences, which alerts officers that someone with communication challenges may be present. The City had already distributed about 50 decals in the first month, mainly for autism cases, and the program helps officers respond more effectively and safely.

Commissioner Dollison expressed support for these new programs, especially during *Mental Health Month*.

Water Department Emergency Response Plan Update

Winter Haven Water Asset Manager Mike Schuwerk reported that the Water Department had updated its Emergency Response Plan to meet EPA requirements and that this is reviewed every year. He explained that the plan covers hurricanes, power outages, floods, and other emergencies, included clear roles, contacts, and procedures, and that they have established a utility emergency operations center for use during storms to track systems, manage lift stations, and coordinate staff in real time. Staff were trained on reporting and safety logs for FEMA, and the department have strengthened communication with radios and backup systems. Lastly, the plan helps keep staff and the community safe through preparation and coordination.

City Manager Stavres added that the Water Department's emergency plan had become a model for other City departments because it addresses detailed risks like water contamination, not just general disasters. He said similar plans were being developed for Parks, Recreation and Culture and Public Works. He also noted that the City has begun hurricane preparedness training, where departments reviewed plans, identified gaps, and prepare for new facilities, and that early coordination was already underway ahead of the 2026 hurricane season.

Deputy City Manager Carnevale summarized the topics presented and reported that the next pillar update, Quality of Life, will be presented at the June 3, 2026, Agenda Review Session.

City Manager Stavres noted that the second Regular City Commission Meeting in May would be held on Tuesday, May 26, 2026, since Monday was the Memorial Day holiday.

6. DEVELOPMENTS OF NOTE – None

DRAFT

7. MINUTES

A. April 8, 2026, City Commission Agenda Review Session Minutes

B. April 13, 2026, Regular City Commission Meeting Minutes

Mayor Yates said items 7A and 7B would be presented at the May 11, 2026, Regular City Commission Meeting

There were no questions or discussion.

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Mayor Yates noted that since Commissioners would be leaving early Tuesday morning following Monday's [Regular City Commission] Meeting, it might be helpful to discuss any questions or concerns tonight, if possible, though additional discussion could still occur Monday if needed.

8. COMMENTS FROM THE AUDIENCE - None

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

A. O-26-14 - Amending Ordinance O-25-29; appropriating fund for fiscal year ending September 30, 2025, Airport Carpet

City Manager Stavres said there had been no changes since first reading.

There were no questions or discussion.

10. CONSENT AGENDA

A. ITB-26-01 - Airport Commerce Park - Phase I Construction - Recommendation of Award

Winter Haven Regional Airport Director Heidel gave an overview of this item.

City Manager Stavres added that the project cost increased from about $840,000 to an estimated $1.09 million after value engineering, with the additional cost to be split between the City and the Florida Department of Transportation (FDOT).

There were no questions or discussion.

B. Approval of a Public Transportation Grant Agreement Amendment with the Florida Department of Transportation for Replacement of the Airport Precision Approach Path Indicators (PAPI)

Winter Haven Regional Airport Director Heidel gave an overview of this item.

There were no questions or discussion.

C. Cationic Polymer for Wastewater Treatment Plants #2 and #3

Assistant Water Department Director Mark Bombard gave an overview of this item.

City Manager Stavres noted that this was budgeted for annually.

There were no questions or discussion.

D. ITB-24-28, Well Construction for Cypresswood and Pollard Road WPF, Change Order #1

Assistant Water Department Director Bombard gave an overview of this item.

City Manager Stavres said the change order added one Lower Floridan aquifer well for Pollard Road and noted sufficient funding was available in the Fiscal Year 2025-2026 budget, with future funding also planned in the City's five-year Capital Improvement Plan (CIP).

DRAFT

Commissioner Birdsong asked whether the new wells would affect the City's current water supply limits. Assistant Director Bombard explained the wells used a non-regulated Lower Floridan aquifer source, allowing the City to expand future water capacity without affecting Upper Floridan aquifer withdrawal limits, and noted the water quality was good and would support long-term needs. City Manager Stavres added that the wells were part of the City's long-term strategy to diversify water sources and reduce future demand pressures. Discussion ensued.

Mayor Pro Tem Mercer asked when the City's water use permit would expire and whether staff planned to request a 20-year permit. Assistant Director Bombard said the renewal process was expected to begin later in the fall, with staff planning to seek a long-term permit. City Manager Stavres added that staff have been working with the Southwest Florida Water Management District (SWFWMD) on demand projections and expressed concern about potential limits tied to 2025 usage levels and noted the City was already above those levels.

E. Gravity Sewer Repair, Restoration at 7th Street SW at CSX Railway Crossing

Assistant Water Department Director Bombard gave an overview of this item.

City Manager Stavres noted that while the roadway repair itself cost about $20,000, the total project cost increased to about $56,500 due largely to required CSX flagging and oversight associated with working near the railroad.

Mayor Yates asked about a depression near the intersection of Cypress Gardens Boulevard and US 17, whether it was caused by a stormwater pipe, and when the City might hear back from the Florida Department of Transportation (FDOT). Deputy City Manager Carnevale said FDOT had inspected the pipe and was reviewing field data, including ground-penetrating radar, to determine the cause and next steps, and noted staff would circle back with FDOT since they had not yet finalized findings. City Manager Stavres added that initial indications suggested it was not City infrastructure and that FDOT continued working to identify the cause.

F. Advanced Metering Infrastructure, (AMI/AMR) Annual Contract Renewal

Assistant Water Department Director Bombard gave an overview of this item.

There were no questions or discussion.

G. RFQ-25-15 - DiamondPlex Softball Improvements Guaranteed Maximum Price Construction Phase

Project Lead Katie White gave an overview of this item.

City Manager Stavres said funding for the Diamond Plex improvements had been set aside through the one mil Capital Improvements fund. He noted the first phase included upgraded lighting, fencing, scoreboards, a raised crosswalk, and dugout improvements, with future phases to return as funding became available.

Mayor Yates inquired about the balance in the one mill capital improvements fund. City Manager Stavres said the fund generated roughly $4 million to $4.5 million annually and was budgeted each year for projects such as roadway improvements and park upgrades, including planned improvements at Sertoma Park.

H. Developer's Agreement - SouthState Bank, N.A.

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

City Manager Stavres reviewed the slide with renderings of the proposed five-story downtown building and noted it would include a bridge connection to the parking garage. He clarified there were no reserved parking obligations in the agreement and said relocating 125 employees downtown was expected to increase economic activity and add value to the area.

Commissioner Dollison asked whether the bridge access would connect to the second floor and whether the third deck of the parking garage was open. Director Labbe said the bridge would connect to the second floor of the building and the third deck of the parking garage. City Manager Stavres confirmed the garage deck was open.

Mayor Yates inquired on how many parking spaces were on the third deck. City Manager Stavres estimated about 60 to 70 spaces out of 267 total.

Mayor Yates asked whether the walkway connection would encourage employees to park on the top deck and whether lower levels would mainly remain available for public parking. Director Labbe said employees could also use the elevator and would likely use the bridge entrance. City Manager Stavres noted parking would remain open and undesignated, allowing employees to park anywhere in the garage and access the building from either the bridge or ground floor entrances.

DRAFT

Mayor Yates inquired whether employees could be encouraged to use the top level and noted not all employees would likely be onsite each day due to remote work. City Manager Stavres responded that those would be good challenges to address moving forward and noted the investment was significant.

Mayor Pro Tem Mercer asked whether the vacant area shown in the upper left rendering was intended for parking. Director Labbe explained that the property, including El Olivo, had been purchased by SouthState Bank as part of the project footprint, with a portion planned as an outdoor area for employees. City Manager Stavres said the adjacent vacant parking lot remained separately owned and another small nearby parcel was under different ownership. Discussion ensued.

I. Motor Pool Road Construction Services RFQ-22-03 Change Order #2

Assistant Public Works Director Gooding gave an overview of this item.

City Manager Stavres added the change order addressed issues discovered during construction and noted it was more efficient to complete the repairs and improvements while the area was already under construction and funding was available.

There were no questions or discussion.

J. Purchase of four (4) Replacement Marked Police Vehicles via Cocoa Ford Inc. and four (4) Replacement Motors Units via Orlando Harley-Davidson

Public Works Director Hart gave an overview of this item.

Mayor Yates asked why the City was considering switching back to Harley-Davidson motorcycles instead of BMWs. Director Hart stated the BMWs were very expensive to repair. Deputy Police Chief Gorek explained that Harley-Davidson has improved its technology and now offered police-specific motorcycles that include advantages the BMWs previously held, while also costing approx. $2,000 less fully outfitted; noted better local serviceability; shorter downtime; and confirmed that nearby dealers could even transport the motorcycles for repairs.

City Manager Stavres added that several budget amendments had been processed throughout the year instead of only a year-end cleanup. He noted this item included a budget amendment tied to impact fee funding used for recent fleet vehicle purchases, and said another cleanup ordinance would likely be brought in August or September to finalize remaining adjustments.

K. Stormwater Cured In Place Pipe (CIPP) Lining Rehabilitation - LMR Construction, Inc.

Public Works Director Hart gave an overview of this item.

There were no questions or discussion.

11. RESOLUTION(S)

A. R-26-11 - Florida Department of Environmental Protection, WS127 Grant Award, Reclaim Transmission Loop Project

Assistant Water Department Director Bombard gave an overview of this item.

City Manager Stavres noted that Winter Haven Water Director Hubbard was currently in Tallahassee meeting with the Florida Department of Environmental Protection (DEP) to pursue additional funding partnerships for future water-related projects.

There were no questions or discussion.

B. R-26-14 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the Installation of a High-Security Gate Winter Haven Regional Airport

Airport Director Heidel gave an overview of this item.

There were no questions or discussion.

DRAFT

12. ORDINANCE(S) - FIRST READING

City Manager Stavres said that Commission action was not needed for items 12A and 12B at the Regular City Commission Meeting on Monday.

A. O-26-12 - Request by Beacon Six Holdings, LLC to rezone one parcel from Mixed Use (MX) zoning district to Commercial- Highway (C-3) zoning district (2001 First Street, North)

Director Labbe gave an overview of this item.

City Manager Stavres said several parcels, including the old Florence Villa Post Office, would be combined for a new gas station and convenience store. He noted that FDOT road work on State Road 544 could change site access, but working with FDOT would help plan those changes. Director Labbe added that the timing worked well because FDOT as already planning right-of-way work. City Manager Stavres added that the project should improve the corner and bring more business to the Florence Villa area.

Mayor Yates asked if the proposed convenience store was a known brand. Director Labbe responded that his understanding was that it would be a 7-Eleven.

B. O-26-15 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

City Manager Stavres gave an overview of this item and said this item would require a second reading in May.

There were no questions or discussion.

13. NEW BUSINESS – None

14. CITY COMMISSIONERS/LIAISON REPORTS – None

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres:

- Previewed the Commission's upcoming *2026 Washington, D.C. Advocacy Trip* itinerary *(see attached)* in more detail.
    - Public Affairs and Communication Director Hill gave further guidance.
- Reported that Police Chief Monroe and three members of the Police Department Honor Guard would also travel to Washington to participate in activities surrounding the law enforcement memorial.
- Reported he would not be present at the Monday, May 11, 2026, Regular City Commission Meeting due to a personal commitment and that Deputy City Manager Carnevale would facilitate the meeting in his place.
- Presented Assistant to the City Manager A.J. Nicholson with a Certificate of Recognition for her 5 years of service
- Recognized Assistant City Manager for Public Safety Bird who retired from the Police Department but came back in a civilian capacity 5 years ago, as the Public Safety Director and now as the Assistant City Manager for Public Safety.

17. DEPUTY CITY MANAGER REPORT – None

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 7:08 p.m.

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

_____
Vanessa Castillo, MMC
City Clerk

_____
William Brian Yates
Mayor

DRAFT

2026 Washington D.C. Advocacy Trip

Tuesday, May 12, 2026
68°/ 51° - Mostly Sunny

4:00 a.m.	**Meet at City Hall** (Travel in D.C. Meeting-ready attire.) *Carpool 1: Mercer, Birdsong, Stavres* *Carpool 2: Davis, Carnevale, Hill* *Independent Travel: Yates, Dollison*
7:00 a.m.	**Flight Departs Orlando, Fl**
9:23 a.m.	**Flight Arrives in Washington, D.C.**
Rideshare to Hotel	
10:00 a.m. - Noon	**Drop Bags at Hotel, Lunch** Hotel: JW Marriott (1331 Pennsylvania Ave NW, Washington DC) Lunch: Avenue Grill (Inside hotel.) - 11:00 a.m. Reservation
Noon	**Depart Hotel as a Group**
Rideshare to White House Entrance	
12:30 p.m.	**Arrive at White House Entrance for Security Screening**
1:00 p.m.	**White House Office of Intergovernmental Affairs** Chase Wilson, Associate Director, White House Office of Intergovernmental Affairs Eisenhower Executive Office Building (1650 17th St NW, Washington, DC 20009)
Rideshare to Capitol	
2:50 p.m.	**Capitol Tour** United States Capitol Visitor Center (1st St SE, Washington, DC 20515)
Rideshare to Hotel	
4:00 p.m.	**Back to Hotel – Check In**
6:00 p.m.	**Dinner Reservation** Mastro's Steakhouse - DC (600 13th St NW Washington, DC)

Wednesday, May 13, 2026

72°/ 56° - Rain Showers (48% Chance)

Pending Meetings

- Senator Moody
- Senator Scott
- FAA
- Visit the National Law Enforcement Memorial

Morning	**Breakfast: On Your Own**
TBD	**Additional Meetings Pending**
11:30 a.m.	**Depart for Rayburn Building**

Rideshare to Rayburn Building

Noon	**Lunch** Rayburn Cafeteria - Rayburn 2063 (45 Independence Ave SW, Washington, DC 20515)
1:00 - 1:30 p.m.	**Representative Soto** 2353 Rayburn House Office Bldg. (45 Independence Ave SW, Washington, DC 20515)

Walk to The Florida House (.5 mile)

2:15 - 3:15 p.m.	**The Florida House Visit** 1 2nd St NE, Washington, DC 20002

Rideshare to Rayburn Building

3:30 - 4:00 p.m.	**Representative Webster** 2184 Rayburn House Office Bldg. (45 Independence Ave SW, Washington, DC 20515)
4:00 - 4:30 p.m.	**Representative Franklin** 2301 Rayburn House Office Bldg. (45 Independence Ave SW, Washington, DC 20515)

Rideshare to Hotel

6:00 p.m.	**Dinner Reservation** Olio e Più - DC (699 14th St NW, Washington, DC)
8:00 - 10:00 p.m.	**38th Annual NLEOMF Candlelight Vigil** National Mall (Public Gates off Jefferson Dr., Near 4th Street Intersection)

WHPD Honor Guard Itinerary

Tuesday, May 12

9:00 a.m. - 1:00 p.m.	**Honor Guard Arrives - Various Flight**
TBD	**Chief Monroe Arrives - By Car**
7:00 p.m.	**Honor Guard Reception** Law Enforcement Museum

Wednesday, May 13

5:00 - 5:30 p.m.	**Ceremonial Posting at the Memorial** National Law Enforcement Officers Memorial (400 block of E Street NW)
8:00 p.m.	**Candlelight Vigil** National Mall

Friday, May 15

3:00 - 4:30 p.m.	**Ceremonial Posting at the Memorial ("Stand Watch for Fallen")** National Law Enforcement Officers Memorial (400 block of E Street NW)
12:00 - 3:00 p.m..	**45th Annual National Peace Officers Memorial Service** West Front of the United States Capitol

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, May 11, 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:VA6C2:5cdf0e0a-e83f-471b-907b-2d1346fb4a5c
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

Commissioners Present: Mayor William Brian Yates.; Mayor Pro Tem Tracy Mercer; Commissioner Nathaniel J. Birdsong, Jr., Commissioner Clifton E. Dollison; and Commissioner Chad Davis

Staff Present: Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager of Public Safety Charlie Bird; Economic Opportunity and Community Investment Director Eric Labbe; Parks, Recreation and Culture Director Julie Adams; Public Works Director Brittany Hart; Winter Haven Regional Airport Director Troy Heidel; Public Affairs and Communications Director Katrina Hill; Police Chief Vance Monroe; Fire Chief Drew Neubrand; and Chief Financial Officer Chris Reeder.

3. INVOCATION – Pastor Cesar Perez, Good Samaritan Christian Church of Winter Haven

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

5. PRESENTATION(S)

A. "National Public Works Week" Proclamation - Brittany Hart, Public Works Director

Deputy City Manager Carnevale read aloud a proclamation declaring the week of May 17, 2026 as "National Public Works Week" in the City of Winter Haven. Public Works Director Hart, joined by members of her team, accepted the proclamation and thanked the Commission.

B. "Police Memorial Week" Proclamation - Vance Monroe Jr., Chief of Police

Assistant City Manager of Public Safety Bird read aloud a proclamation declaring the week of May 10, 2026 as "Police Week" in the City of Winter Haven. Police Chief Monroe, joined by members of his team, accepted the proclamation and thanked the Commission. He also spoke of Sergeant Luther Thomas Howard who gave his life in the line of duty in service to others in 1958 and that he would be honored at the National Memorial event in Washington, D.C. Officer Elyse Frazier, Detective Meredith Moore, and Sergeant Patrick Kondor also expressed appreciation to the Commission for their recognition and support.

6. DEVELOPMENTS OF NOTE – None

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7. MINUTES

A. April 8, 2026, City Commission Agenda Review Session Minutes

B. April 13, 2026, Regular City Commission Meeting Minutes

C. April 22, 2026, City Commission Agenda Review Session Minutes

Motion by Commissioner Birdsong to approve the minutes as presented.

Motion carried 5:0.

8. COMMENTS FROM THE AUDIENCE – None

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

A. O-26-14 - Amending Ordinance O-25-29; appropriating fund for fiscal year ending September 30, 2025, Airport Carpet.

City Attorney Murphy read Ordinance O-26-14 by title only and Deputy City Manager Carnevale presented.

Motion by Commissioner Birdsong to approve Ordinance O-26-14 on second 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.

10. CONSENT AGENDA

A. ITB-26-01 - Airport Commerce Park - Phase I Construction - Recommendation of Award

B. Approval of a Public Transportation Grant Agreement Amendment with the Florida Department of Transportation for Replacement of the Airport Precision Approach Path Indicators (PAPI)

C. Cationic Polymer for Wastewater Treatment Plants #2 and #3

D. ITB-24-28, Well Construction for Cypresswood and Pollard Road WPF, Change Order #1

E. Gravity Sewer Repair, Restoration at 7th Street SW at CSX Railway Crossing

F. Advanced Metering Infrastructure, (AMI/AMR) Annual Contract Renewal

G. RFQ-25-15 - DiamondPlex Softball Improvements Guaranteed Maximum Price Construction Phase

H. Developer's Agreement - SouthState Bank, N.A.

I. Motor Pool Road Construction Services RFQ-22-03 Change Order #2

J. Purchase of four (4) Replacement Marked Police Vehicles via Cocoa Ford Inc. and four (4) Replacement Motors Units via Orlando Harley-Davidson

K. Stormwater Cured In Place Pipe (CIPP) Lining Rehabilitation - LMR Construction, Inc.

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

DRAFT

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.

11. RESOLUTION(S)

A. R-26-11 - Florida Department of Environmental Protection, WS127 Grant Award, Reclaim Transmission Loop Project

City Attorney Murphy read Resolution R-26-11 by title only and Deputy City Manager Carnevale presented.

Motion by Mayor Pro Tem Mercer to approve Resolution R-26-11.

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.

B. R-26-14 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the Installation of a High-Security Gate Winter Haven Regional Airport

City Attorney Murphy read Resolution R-26-14 by title only and Deputy City Manager Carnevale presented.

Motion by Mayor Pro Tem Mercer to approve Resolution R-26-14.

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.

12. ORDINANCE(S) - FIRST READING

A. O-26-12 - Request by Beacon Six Holdings, LLC to rezone one parcel from Mixed Use (MX) zoning district to Commercial- Highway (C-3) zoning district (2001 First Street, North)

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

City Attorney Murphy read Ordinance O-26-12 by title only and Deputy City Manager Carnevale presented.

B. O-26-15 - Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

City Attorney Murphy read Ordinance O-26-15 by title only and Deputy City Manager Carnevale presented.

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

13. NEW BUSINESS – None

14. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Birdsong reported on/attended the following:

- New Publix Store #2107 Ribbon Cutting
- Winter Haven Recreation and Cultural Center (WHRCC) Grand Opening and Ribbon Cutting
- First Missionary Baptist Church (FMBC) Heritage Day Celebration

Mayor Pro Tem Mercer reported on/attended the following:

- Seven Rivers Water Festival
- WHRCC Grand Opening and Ribbon Cutting
- Leadership Winter Haven Alumni Nitro Bingo
- Girls Inc. She Knows Where She's Going Awards
- Woman's Club of Winter Haven [Awards Ceremony]
- FMBC Heritage Day Celebration

Commissioner Dollison reported on/attended the following:

- WHRCC Grand Opening and Ribbon Cutting
- FMBC Heritage Day Celebration
- Girls Inc. She Knows Where She's Going Awards

Commissioner Davis reported on/attended the following:

- New Publix Store #2107 Ribbon Cutting
- WHRCC Grand Opening and Ribbon Cutting
- Welcome to Winter Haven New Employee Orientation Luncheon
- Orientation Sessions with Department Directors
- Seven Rivers Water Festival
- FMBC Heritage Day Celebration
- Graduations across Polk County would be starting this week

Mayor Yates reported on/attended the following:

- Attended many of the events already mentioned

15. CITY ATTORNEY REPORT

City Attorney Murphy wished the Commission and staff a productive trip to Washington, D.C. and safe travels.

16. CITY MANAGER REPORT – None

17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale reported the following:

- A Notice to Proceed for the Third Street Project was issued to Tucker Paving May 11, 2026, therefore, in the coming weeks there will be some road closures and extensive coordination between City departments.

Reminded the Commission of the following:

- Changes had been made to the 2026 Washington, D.C. Advocacy Trip agenda *(see attached)* which was discussed by Public Affairs and Communications Director Hill.
- Next Regular City Commission Meeting would be held Tuesday, May 26, 2026, due to the Memorial Day holiday.

18. CITY CLERK REPORT – None

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

20. ADJOURNMENT – 6:34 p.m.

ATTEST:

_____
Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

_____
William Brian Yates
Mayor

DRAFT

2026 Washington D.C. Advocacy Trip

Tuesday, May 12, 2026
68°/ 51° - Mostly Sunny

4:00 a.m.	**Meet at City Hall** (Travel in D.C. Meeting-ready attire.) *Carpool 1: Mercer, Birdsong, Stavres* *Carpool 2: Davis, Carnevale, Hill* *Independent Travel: Yates, Dollison*
7:00 a.m.	**Flight Departs Orlando, Fl**
9:23 a.m.	**Flight Arrives in Washington, D.C.**
Rideshare to Hotel	
10:00 a.m. - Noon	**Drop Bags at Hotel, Lunch** Hotel: JW Marriott (1331 Pennsylvania Ave NW, Washington DC) Lunch: Avenue Grill (Inside hotel.) - 11:00 a.m. Reservation
Noon	**Depart Hotel as a Group**
Rideshare to White House Entrance	
12:30 p.m.	**Arrive at White House Entrance for Security Screening**
1:00 p.m.	**White House Office of Intergovernmental Affairs** Chase Wilson, Associate Director, White House Office of Intergovernmental Affairs Eisenhower Executive Office Building (1650 17th St NW, Washington, DC 20009)
Rideshare to FAA	
1:45 p.m.	**Meeting with the Federal Aviation Administration** FAA Offices (800 Independence Ave SW, Washington, DC)
Rideshare to Capitol	
2:50 p.m.	**Capitol Tour** United States Capitol Visitor Center (1st St SE, Washington, DC)
Rideshare to Hotel	
4:00 p.m.	**Hotel – Check In** JW Marriott (1331 Pennsylvania Ave NW, Washington DC)
6:00 p.m.	**Dinner Reservation** Mastro's Steakhouse - DC (600 13th St NW Washington, DC)

Wednesday, May 13, 2026

72°/ 56° - Rain Showers (48% Chance)

Morning	**Breakfast: On Your Own**
9:45 a.m.	**Meet in Hotel Lobby**

Walk to EDA

10:30 - 11:00 a.m.	**U.S. Economic Development Administration** Herbert C. Hoover Federal Bldg. (1401 Constitution Ave. NW, Washington, DC)

Rideshare to Rayburn Building

Noon	**Lunch** Rayburn Cafeteria - Rayburn 2063 (45 Independence Ave SW, Washington, DC 20515)
1:00 - 1:30 p.m.	**Representative Soto** 2353 Rayburn House Office Bldg. (45 Independence Ave SW, Washington, DC 20515)

Walk to The Florida House (.5 mile)

2:15 - 3:15 p.m.	**The Florida House Visit** 1 2nd St NE, Washington, DC 20002

Rideshare to Rayburn Building

3:30 - 4:00 p.m.	**Representative Webster** 2184 Rayburn House Office Bldg. (45 Independence Ave SW, Washington, DC 20515)
4:00 - 4:30 p.m.	**Representative Franklin** 2301 Rayburn House Office Bldg. (45 Independence Ave SW, Washington, DC 20515)

Walk to Senate Office Building

4:45 - 5:15 p.m.	**Senator Moody's Policy Advisor Chad Revis** 387 Russel Senate Office Building (2 Constitution Ave NE, Washington, DC)

Rideshare to Hotel

6:00 p.m.	**Dinner Reservation** Olio e Più - DC (699 14th St NW, Washington, DC)
8:00 - 10:00 p.m.	**38th Annual NLEOMF Candlelight Vigil** National Mall (Public Gates off Jefferson Dr., Near 4th Street Intersection)

Thursday, May 14, 2026
72°/ 55° - AM Rain Showers

Morning	**Breakfast: On Your Own**
8:30 a.m.	**Meet in Hotel Lobby, Check-Out, Store Bags**

Rideshare to Hart Senate Office Building - Depart at 8:45 a.m.

9:30 - 10:00 a.m.	**Senator Scott's Senior Policy Advisor** 110 Hart Senate Office Building (120 Constitution Ave NE, Washington, DC)

Rideshare to Memorial

10:00 a.m.	**Visit Law Enforcement Memorial - Gather Rubbings** (450 F St NW, Washington, DC)

Walk to Lunch

11:00 a.m.	**Lunch Reservation** Old Ebbitt Grill (675 15th Street NW, Washington, DC)

Walk to Hotel

12:30 p.m.	**Meet in Hotel Lobby, Retrieve Bags, Travel to Airport**

Rideshare to Airport

3:10 p.m.	**Flight Departs Washington D.C.**
5:46 p.m.	**Flight Arrives in Orlando, Fl.** *Carpool 1: Mercer, Birdsong, Stavres* *Carpool 2: Davis, Carnevale, Hill* *Independent Travel: Yates*
7:45 p.m.	**Approximate Arrival to City Hall**

WHPD Honor Guard Itinerary

Tuesday, May 12

9:00 a.m. - 1:00 p.m.	**Honor Guard Arrives - Various Flight**
TBD	**Chief Monroe Arrives - By Car**
7:00 p.m.	**Honor Guard Reception** Law Enforcement Museum

Wednesday, May 13

5:00 - 5:30 p.m.	**Ceremonial Posting at the Memorial** National Law Enforcement Officers Memorial (400 block of E Street NW)
8:00 p.m.	**Candlelight Vigil** National Mall

Friday, May 15

3:00 - 4:30 p.m.	**Ceremonial Posting at the Memorial ("Stand Watch for Fallen")** National Law Enforcement Officers Memorial (400 block of E Street NW)
12:00 - 3:00 p.m..	**45th Annual National Peace Officers Memorial Service** West Front of the United States Capitol

Chief Monroe
Det. Ryan Neely
Det. Ron Jackson
Det. Joseph Riva

EST. 1942

Winter Haven
REGIONAL AIRPORT
GILBERT FIELD

ENSURING SAFE, EFFICIENT SKIES FOR A GROWING REGION

KGIF Dedicated Frequency

Winter Haven Regional Airport respectfully requests federal coordination and support for the assignment of a **dedicated tower frequency** as KGIF transitions from non-towered operations to FAA-supported towered operations through an interim mobile tower and future Remote Digital Tower environment.

Current Situation

Shared Frequency: KGIF currently shares 123.050 MHz with five other airports (Apopka, Sebastian, Tampa North, Plant City, and Airglades).

KGIF Operations Volume: Approximately 91,000 aircraft operations in 2025, with activity trending toward **100,000 annual operations**.

Complex Airspace: KGIF operates alongside an adjacent seaplane base, multiple flight training operations, transient aircraft, and a growing regional aviation market.

Towered Operations Timeline: An FAA-funded mobile tower is projected to be operational by December 31, 2026, providing interim ATC services while the Remote Digital Tower system is completed and certified.

Remote Digital Tower Timeline: Full remote operations from the Remote Tower Control Center in Bartow are projected to begin by September 30, 2027.

Frequency Need: Not only is a dedicated tower frequency needed before full implementation can move forward, it allows time for KGIF staff to coordinate a smooth transition with Airport Advisory and Safety Committees, tennants, flight schools, and pilots. Air traffic controllers cannot safely or legally control airspace from a CTAF frequency.





Airport Investments

- $4.2M South Apron expansion
- Runway & Taxiway Safety Upgrades
- LED Approach Lighting
- Safety Training Videos
- Ground Communication Outlet Installation
- FAA-Funded Mobile Tower
- Remote Digital Tower Transition

2024 Sun 'n Fun

- 1,178 Operations (1,015 towered via a temp. tower)
- 10,998 Gallons of Fuel Sold
- 94 Tied-Down Aircraft
- 26 Transient Jets

When given dedicated tower support, KGIF operates safely and efficiently even during peak surge conditions.



ENSURING SAFE, EFFICIENT SKIES FOR A GROWING REGION

KGIF Dedicated Frequency

Project Investment

More than $10 million.

Includes design-build costs and 36 months of program staffing and FAA certification support for both KGIF and KBOW.

Growth & National Impact

Explosive Growth: Operations jumped from 42,000+ in 2023 to 75,000+ in 2024. KGIF recorded roughly 91,000 operations in 2025 and is trending toward 100,000 annual operations.

Flight Training Hub: KGIF is home to expanding flight schools and Jack Brown's Seaplane Base, training over 22,000 pilots to date.

Pilot Pipeline: KGIF serves a high volume of student pilots who need clear, predictable radio communication during training and routine operations.

Regional Relevance: Located in Polk County, one of America's fastest-growing regions, KGIF serves as a vital aviation link for Central Florida residents, businesses, visitors, and aviation students.

Advanced Aviation Environment: Nearby Advanced Air Mobility activity at SunTrax adds to the region's unique aviation profile and reinforces the need for thoughtful airspace coordination.

123.050 MHz
Current CTAF

100,000
Trending Annual Operations

Dec. 2026
Mobile Tower Target

2027
Remote Tower Target

$10+ M
Remote Tower Program Investment

Remote Digital Tower

- FAA Remote Tower Program transition underway and is projected to be operational by December 31, 2026.
- Full remote operations from Bartow projected by late 2027.
- Fully redundant RDT system as required to meet FAA System Design Approval standards.
- Upgrades include a second camera array, tower structural upgrades, weather and lighting remoting, equipment resiliency, and mobile tower improvements.

A Dedicated Frequency Will

- Support FAA testing, validation, and certification.
- Allow safe transition from CTAF to towered communications.
- Support interim mobile tower operations. Enable full Remote Digital Tower implementation.
- Improve communication clarity for student pilots, seaplane operators, based tenants, and transient aircraft.
- Help KGIF serve as a national model for modern general aviation airspace management.

About KGIF

- Classified as a Regional General Aviation Airport with high traffic volume.
- Longstanding community asset, founded in 1925.
- Home to land-based, amphibious, and seaplane operations.
- Adjacent to Jack Brown's Seaplane Base, a nationally recognized seaplane training center.
- Supports aviation education, workforce development, and flight training.
- Generates $88.1M in total economic impact and supports 600 jobs*.

*Florida Aviation Economic Impact Study, 2022 (KGIF Data).

RELIEVING CONGESTION, ENHANCING SAFETY

Willowbook Road

WINTER HAVEN
THE CHAIN OF LAKES CITY

Supporting growth, ensuring mobility.

As Polk County continues to rank among the fastest-growing counties in the nation, the northeast Winter Haven area is impacted by unprecedented growth. Willowbrook Road is more than a road—it's a vital connection for our community. Designed to alleviate increasing traffic on State Road 544 and improve connectivity, this new road is a forward-thinking solution that aligns with Winter Haven's Transportation Master Plan and Comprehensive Plan.

We are seeking funding partnerships to construct this vital infrastructure, ensuring our community and the region are equipped for the challenges of today and the opportunities of tomorrow.

Key Highlights:

- **Traffic Relief:** Alleviates congestion on SR 544, a critical State road and regional connector.
- **Population Boom:** Serves one of the fastest-growing areas in Polk County, one of the nation's fastest-growing counties.
- **Plan Alignment:** This project aligns with Safe Streets for All and is included in Winter Haven's Transportation Master Plan and Comprehensive Plan.

The right-of-way for the project has already been dedicated to the City, a result of forward-thinking planning efforts. Willowbrook Road will feature a multimodal trail, seamlessly expanding the city's trail network and encouraging safe, active transportation for all users. The project also includes a bridge, ensuring vital connectivity while thoughtfully accommodating both natural and built environments. By addressing increasing pressure on existing roadways, this road will enhance regional mobility and support the area's rapid growth.



REDUCING FLOODING, IMPROVING SAFETY

N. Lake Shipp Dr. Corridor Improvements

WINTER HAVEN
THE CHAIN OF LAKES CITY

Protecting homes. Updating utilities. Improving mobility.

N. Lake Shipp Drive is a heavily traveled residential boulevard along the northwest side of Lake Shipp and a common bypass between Recker Highway and U.S. 17. The corridor faces recurring flooding, aging utilities, and roadway conditions that create safety concerns for residents, pedestrians, cyclists, and commuters.

The City is seeking funding support for this project to improve drainage, relocate utilities, upgrade water and wastewater infrastructure, and resurface and realign the roadway.



Key Highlights:

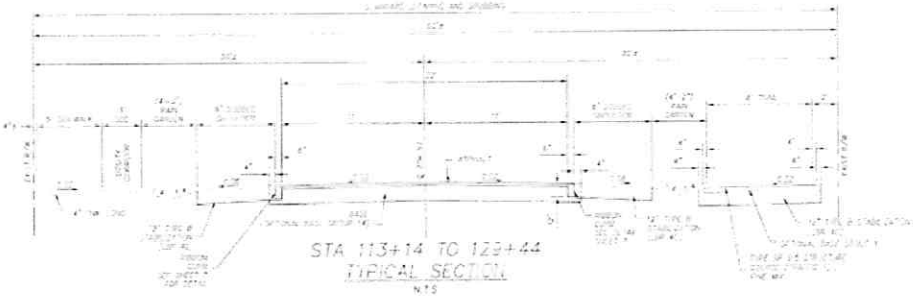
- **Flooding Mitigation:** Improves drainage in an area where the existing system cannot handle increased runoff.
- **Utility Upgrades:** Replaces aging infrastructure, including a 50-year-old gravity sewer main contributing to backflow into homes.
- **Roadway Safety:** Addresses repeated pavement overlays, curb issues, and roadway conditions that create driving hazards.
- **Lake Protection:** Reduces stormwater discharge and pollutants entering Lake Shipp.
- **Complete Corridor:** Adds sidewalks, a multi-use path, landscaping, lighting, utility relocation, and green infrastructure.

This project will reduce flooding risks, protect nearby homes, improve safe travel for all users, and support long-term operation and maintenance of the corridor.



Today's Condition

Proposed



50.94

Winter Haven receives an average of 50.94 inches of rain each year, **well above the national average of 38.1 inches.**

This project has recieved support from the Winter Haven Economic Development Council, the Greater Winter Haven Chamber of Commerce, and the Polk Transportation Planning Organization.

DATE: April 17, 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-26-12:** Request by Beacon Six Holdings, LLC to rezone one parcel from Mixed Use (MX) zoning district to Commercial- Highway (C-3) zoning district. **General Location:** 2001 First Street, North. The area covered by this request is 0.46± acres.

BACKGROUND

Beacon Six Holdings, LLC, petitioner, requests the City rezone one (1) parcel from Mixed Use (MX) zoning district to Commercial- Highway (C-3) zoning district. The property subject to this request, totaling approximately 0.46 acres, is located at 2001 First Street, North. The petitioner owns the parcels to the south, west, and southwest of the subject property, all of which are currently zoned C-3.

The petitioner proposes to redevelop the site with a convenience store with fuel sales on the subject property, in conjunction with the three adjacent parcels under their ownership. This use is not permitted within the MX zoning district but is allowed within the C-3 zoning district. Additionally, unified zoning across all parcels would facilitate cohesive site design and consistent application of development standards.

SURROUNDING USES

Surrounding uses include a vacant building most recently approved for a restaurant use to the south; a vacant parcel owned by the petitioner to the west; a vacant parcel zoned MX to the north across Avenue U, NW; and a convenience store with fuel sales across First Street, North/SR 544 to the east. This parcel is within the block located at a major intersection of First Street, North/SR 544 and Martin Luther King Boulevard. Additionally, the adjacent right-of-way is included in the Florida Department of Transportation Lucerne Park Road/SR 544 Widening Project (Segment One), which is currently in the design phase. Right-of-way acquisition is anticipated to begin later this year, followed by utility relocations and construction.

INFRASTRUCTURE

The Primary Mixed Use Hub Future Land Use designation will remain unchanged. As such, the maximum allowable development potential is not increased, and no additional impacts to public infrastructure are anticipated beyond what is currently permitted. 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 Primary Mixed Use Hub Future Land Use. The requested C-3 zoning district is consistent with this designation.

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 April 7, 2026 regular meeting, voted to recommend approval of this request. No members of the public spoke.

CONCLUSION

Based on the subject property's location at a major intersection, the surrounding pattern of commercial and vacant properties, and the petitioner's ownership of adjacent C-3–zoned parcels, the requested rezoning to Commercial-Highway (C-3) is appropriate and compatible with the surrounding area. The proposed zoning will allow for a use that is consistent with nearby development, while establishing uniform zoning across the petitioner's properties to ensure cohesive site design and development standards. The request is consistent with the Primary Mixed Use Hub Future Land Use designation and

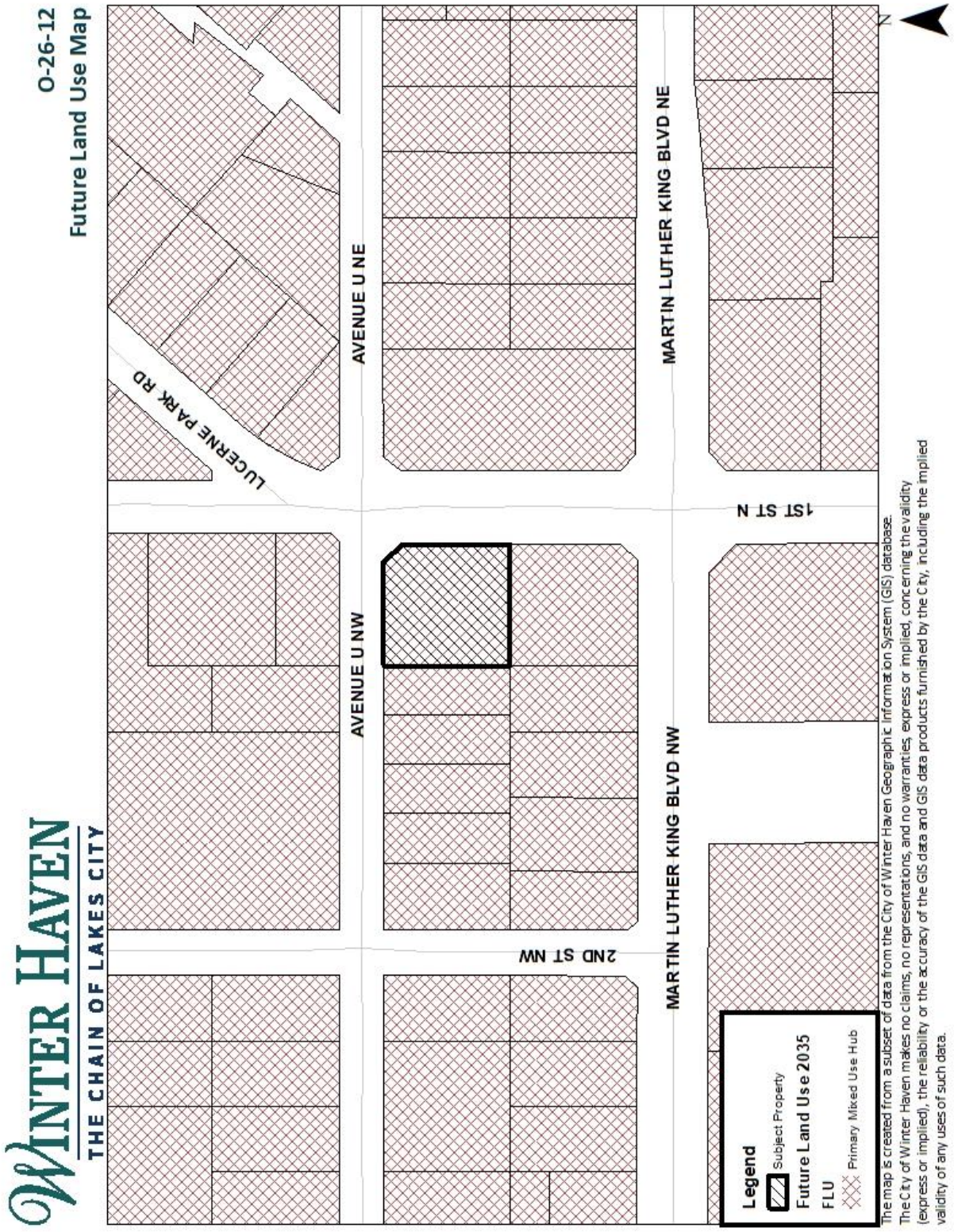
will not increase development intensity or create additional impacts to public infrastructure beyond what is currently permitted.

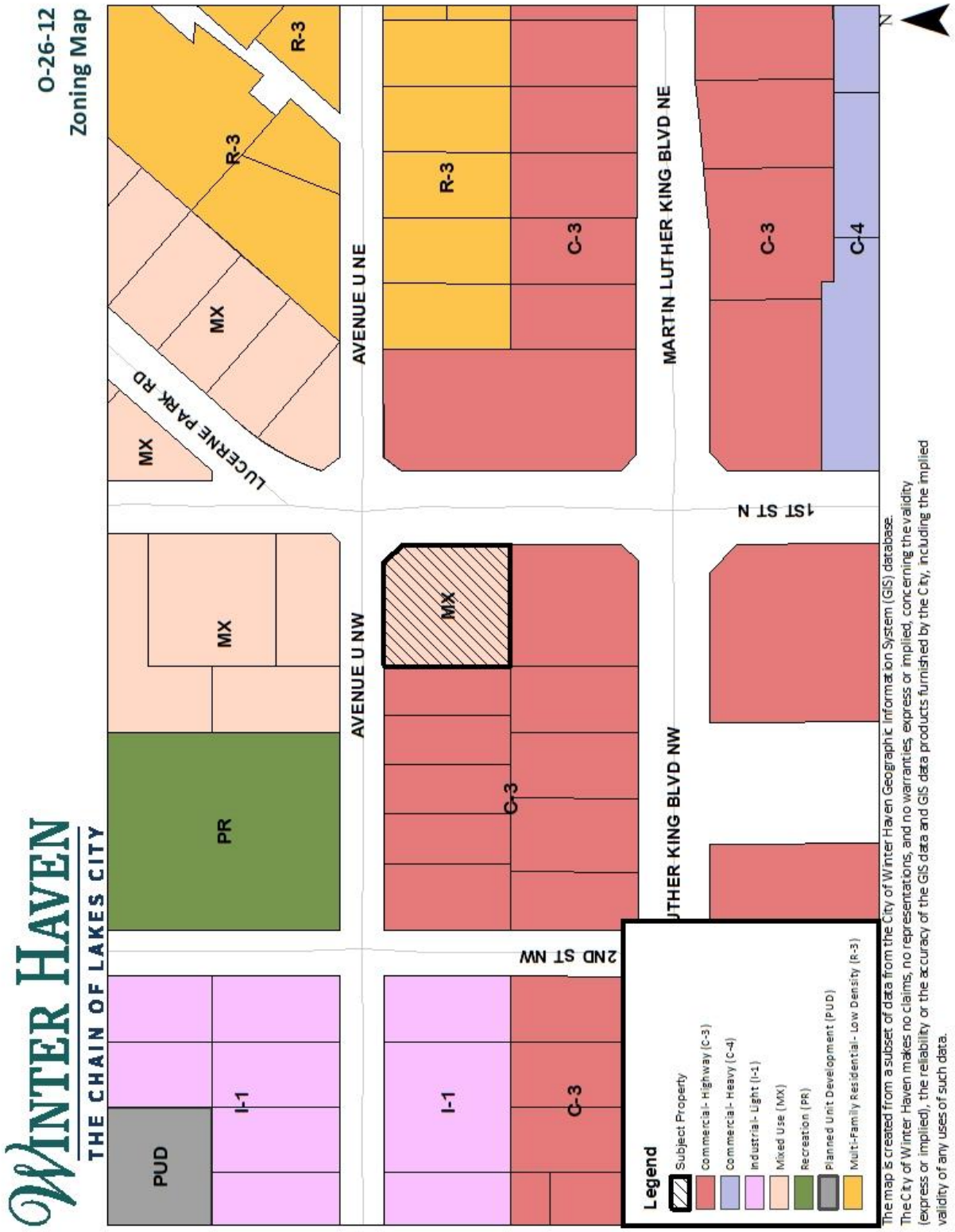
RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-12.

ATTACHMENTS

- Future Land Use Map
- Zoning Map
- Aerial Map
- Ordinance O-26-12


O-26-12
Future Land Use Map
LUCERNE PARK RD
AVENUE U NE
MARTIN LUTHER KING BLVD NE
1ST ST N
AVENUE U NW
2ND ST NW
MARTIN LUTHER KING BLVD NW
N
Legend
Subject Property
Future Land Use 2035
FLU
Primary Mixed Use Hub
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-26-12
Zoning Map
WINTER HAVEN
THE CHAIN OF LAKES CITY
R-3
R-3
MX
LUCERNE PARK RD
MX
AVENUE U NE
R-3
C-3
MARTIN LUTHER KING BLVD NE
C-3
C-4
N
1ST ST N
MX
MX
AVENUE U NW
C-3
PR
UTHER KING BLVD NW
2ND ST NW
PUD
I-1
I-1
C-3
Legend
Subject Property
Commercial- Highway (C-3)
Commercial- Heavy (C-4)
Industrial- Light (I-1)
Mixed Use (MX)
Recreation (PR)
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.

O-26-12
Aerial Map



ORDINANCE NO. O-26-12

AN ORDINANCE AMENDING CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF WINTER HAVEN, FLORIDA, BY REZONING ONE (1) PARCEL FROM MIXED USE (MX) ZONING DISTRICT TO COMMERCIAL- HIGHWAY (C-3) ZONING DISTRICT; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE. (General Location: 2001 First Street, North. The area covered by this request is 0.46± 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 Mixed Use (MX) zoning district to Commercial- Highway (C-3) zoning district.

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

3. The 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 11th day of May, 2026.

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

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
William Brian Yates, Mayor

ATTEST:

_____

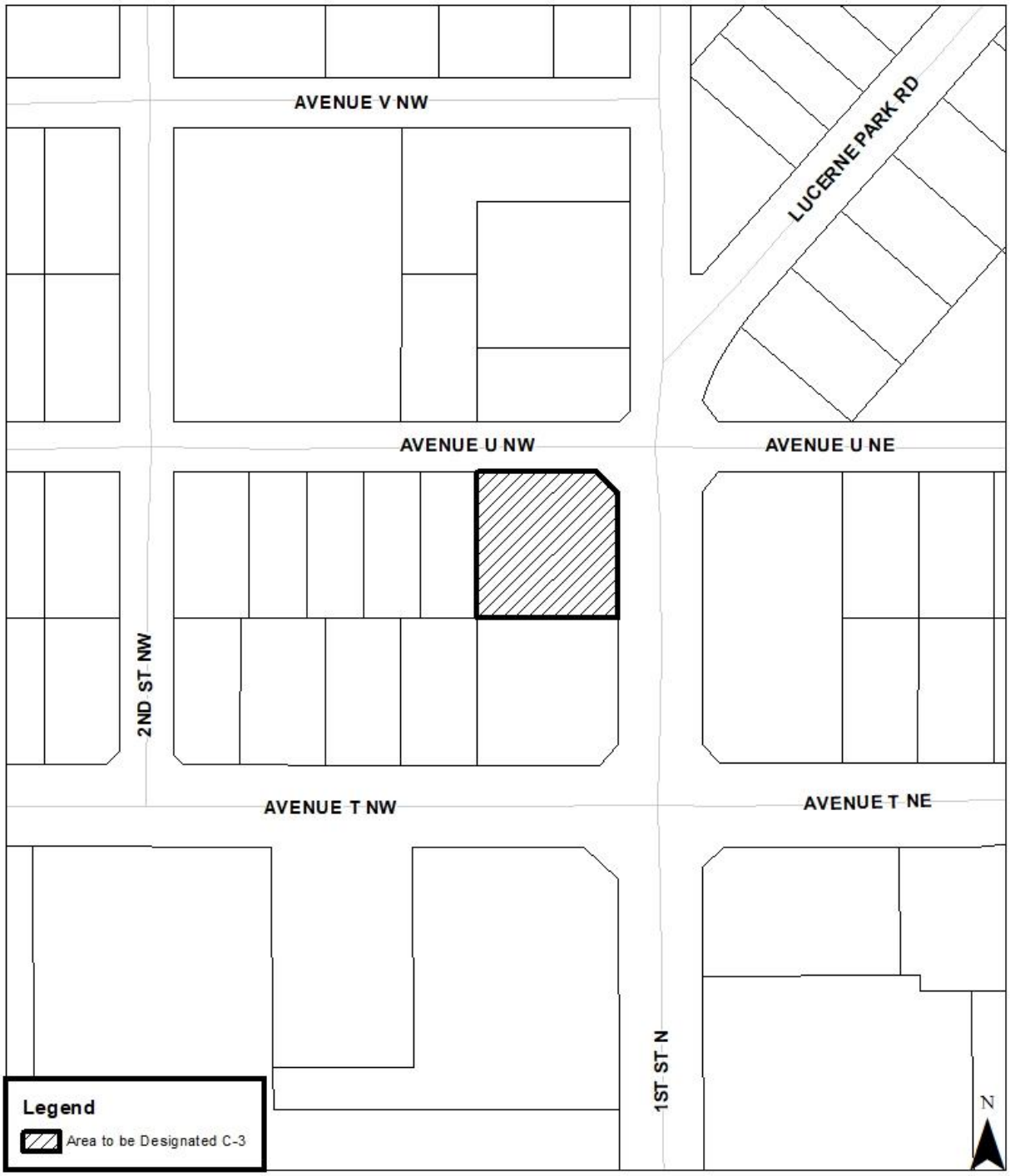
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"


AVENUE V NW
LUCERNE PARK RD
AVENUE U NW
AVENUE U NE
2ND ST NW
AVENUE T NW
AVENUE T NE
1ST ST N
N
Legend
Area to be Designated C-3

DATE: May 11, 2026

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: **Ordinance O-26-15:** Amending Ordinance O-25-29; appropriating funds for the fiscal year ending September 30, 2026

BACKGROUND

The City Commission awarded RFQ 25-15 to Whitehead Construction on June 23, 2025, for Design-Build services for DiamondPlex Softball Improvements with a GMP not to exceed $2,341,306. The General Fund transferred a portion of the Commission approved 1 Mil for Capital Projects in FY25 ($1,000,000) and FY26 ($1,152,447), totaling $2,152,447, to the Construction Fund for this project. Phase 1 Lighting and Planning is underway and nearing completion with construction for this phase expected to start in mid-spring.

A budget amendment is required to authorize the additional expenditure and the funding sources. The budget amendment reflected in Exhibit A is necessary to maintain compliance with Section 166.241 of the Florida Statutes and Government Accounting Standards Board (GASB) requirements.

FINANCIAL IMPACT

The requested amendment will transfer $100,000 within the Construction Fund, $32,858 from the Transportation Fund, and $15,000 from the General Fund for the additional expenditures in the amount of $188,859. The balance of the additional expenditures, $41,001, is available from cost savings within the DiamondPlex Softball Improvement project. In accordance with the provisions of Section 166.041 (4)(c) of the Florida Statutes, this is an Ordinance relating to the adoption of a budget amendment for the City and is thus exempt from the filing and posting of a business impact estimate.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government

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

RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-26-15 and authorize the City Manager, or his designee, to sign all documents and take all necessary actions related thereto.

ATTACHMENTS

- Ordinance O-26-15
- Exhibit A

ORDINANCE NO. O-26-15

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

WHEREAS, 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, the DiamondPlex Improvement project requires additional funding, 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 to amend 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 budget for the City of Winter Haven for the fiscal year 2025-26 is hereby amended as set forth on Exhibit A attached hereto and incorporated herein by reference. Exhibit A reflects the appropriated funds that are amended to reflect additional project expenditure.

2. This Ordinance shall take effect immediately upon its passage

INTRODUCED on first reading this 11th day of May, 2026.

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

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

EXHIBIT A
BUDGET AMENDMENT FOR FY 2025-2026
ORDINANCE O-26-15

		Budget	
		Expense	Revenue
General Fund			
001-07-711-4605	Repair and Maintenance - Budgeted Detail	(15,000)	
001-80-928-9196	Transfer to 2015 Construction Fund	15,000	
Transportation Fund			
301-80-205-6301	Other Capital Improvements	(32,858)	
301-80-205-9196	Transfer to 2015 Construction Fund	32,858	
Construction Fund			
306-80-413-6301	Other Capital Improvements	(100,000)	
306-80-413-6301-GEN-2604	DiamondPlex Renovation	147,858	
306-381000-001	Transfer from General Fund		15,000
306-381000-301	Transfer from Transportation Fund		32,858

The City awarded RFQ 25-15 for improvement to DiamondPlex with a GMP not to exceed $2,341,306. The General Fund has transferred a portion of the 1 Mil for Capital Projects in FY25 and FY26 in the amount of $2,152,447. This amendment will transfer $100,000 within the Construction Fund, $15,000 from the General Fund, and $32,858 from the Transportation Fund to be added with current cost savings within the project in the amount of $41,001 to balance the project.

DATE: April 20, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Pollard Road Water Production Facility and 4th Street East Extension, Final Design and Construction Manager at Risk Support Services

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BACKGROUND

On October 1, 2021, the City awarded the design and permitting of the Pollard Road Water Production Facility (WPF) to Atkins North America (now AtkinsRealis) based on the qualifications in RFQ-21-24. The preliminary design was completed in 2024, at which point the project was paused until production wells could be completed and tested to determine the required treatment technology. Due to jurisdictional constraints on water withdrawals from the Upper Floridan Aquifer (UFA), the City explored the Lower Floridan Aquifer (LFA) as an unrestricted Alternate Water Supply (AWS). Two of the four proposed production wells are now complete, providing the water quantity and quality data required to proceed with the design.

Initially planned as a 2.6 Million Gallons per Day (MGD) facility, substantial growth has led the City to increase the design capacity to 6.0 MGD, with the potential to expand to 8.0 MGD in the future. This expansion includes increasing the AWS receiving capacity from the Polk Regional Water Cooperative (PRWC) to include wheeling water to the cities of Auburndale and Lake Alfred.

In conjunction with the Pollard Road WPF, AtkinsRealis will prepare construction plans and specifications for the improvements of 4th Street East along the northern side of the WPF. Approximately 2,500 feet of asphalt roadway will extend from the new Logistics Parkway east to the edge of the city owned property (formerly Bennett). This roadway will provide access to the WPF, the PRWC receiving facility metering system, and the City-owned residential property.

As a member of the Polk Regional Water Cooperative (PRWC), the Pollard Road WPF is required to be operational by October 2028 to receive the Alternate Water Supply.

AtkinsRealis Scope of Work

Pollard Road Water Production Facility:

- Project Administration Services
- Updates to the Preliminary Design Report for regulatory review and funding opportunities

- Development and preparation of the final design, construction documents, and permits
- Support for Wharton-Smith, Inc., serving as the Construction Manager at Risk (CMAR)
- Construction Engineering and Inspection Services, final project permitting, and closeout

4th Street East:

- Design construction drawing and specifications
- Support for Wharton-Smith, Inc., serving as the Construction Manager at Risk (CMAR)
- Construction Engineering and Inspection Services, final project permitting and closeout

FINANCIAL IMPACT

Funds are budgeted under project 6301-UTL-2601 in Fiscal Years 2026 through 2028 under account 402-08-301-6301 as reflected in the Five-Year Capital Improvement Plan. The estimated total professional services fee associated with the scope of services is not to exceed $8,919,265 for the Pollard Road WPF. The City retains the ability to renegotiate the fee for Design Services if the fees for design task exceed 11% of the CMAR's 30% cost estimate for construction, inclusive of the owner's contingency. The City retains the ability to renegotiate the fee for Services During Construction if the fees herein for this task exceed 5% of the CMAR's 30% cost estimate for construction, inclusive of the owner's contingency. The total cost for the 4th Street East extension is $256,000.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve the Pollard Road Water Production Facility, Final Design and Construction Manager at Risk Support Services execute to AtkinsRealis and authorize the City Manager, or his designee, to execute the scope of work and take any and all actions necessary thereto.

ATTACHMENTS

- Pollard Road WPF, Final Design and CMAR Support Services, Scope of Work, AtkinsRealis
- 4th Street Extension, Scope of Work, AtkinsRealis
- Water Plant – Location Map

CITY OF WINTER HAVEN, FLORIDA
POLLARD ROAD WATER PRODUCTION FACILITY PROJECT

SCOPE OF WORK
PRELIMINARY & FINAL DESIGN, CMAR COORDINATION SERVICES, & SERVICES DURING CONSTRUCTION
RFQ 21-24

MAY 1, 2026

Prepared by:
AtkinsRéalis
in association with
Black & Veatch Corporation
Connect Consulting, Inc. (CCI)
KMAC Consulting Services
Wright-Pierce

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Appendix A: AtkinsRéalis Fee Proposal Detail

Background

On October 1, 2021, the City of Winter Haven (City) awarded RFQ 21-24, *The Design, Permitting, and Construction Services for the Pollard Road Water Production Facility*, to Atkins North America (AtkinsRéalis). The AtkinsRéalis Team (Consultant) consists of AtkinsRéalis, Black & Veatch, Wright-Pierce, KMAC Consulting, Connect Consulting, and Madrid CPWG. This SOW constitutes a Task Order issued by the City pursuant to the *City of Winter Haven, Florida Professional Engineering Consulting Services Agreement for Pollard Road Water Production Facility* between the City and Atkins North America, Inc., n/k/a AtkinsRealis Group, Inc., dated February 15, 2022.

The Pollard Road Water Production Facility (WPF) will be located on City-owned property at the southwestern corner of the intersection of Pollard Road and 4th Street East, Wahneta, directly across the street from the City's Wastewater Treatment Plant #3 (WWTP #3). Along with the Pollard Road WPF, this site will incorporate components included in Winter Haven's One Water Master Plan (One Water Plan), a long-term (50-year) strategy for ensuring a sustainable water supply, beneficial reclaimed water use and ecologically balanced stormwater management.

A preliminary design of the WPF was completed in 2024. At that time, the WPF was anticipated to have an initial treatment capacity of 2.6 million gallons per day (mgd) that included 1 mgd of groundwater and 1.6 mgd of potable water from Polk Regional Water Cooperative (PRWC). Since 2024, demands in the City and from neighboring communities have increased the anticipated capacity at start-up of the WPF to 6 mgd or greater which will be verified as part of this scope of work (SOW).

In 2024, the supply wells were anticipated to be Upper Floridan Aquifer (UFA) wells with typical cascade aeration treatment, similar to the City's existing WPFs. Due to permitting constraints, the City determined that the Lower Floridan Aquifer (LFA) would be utilized as supply water for the WPF. Therefore, the design of Pollard Road WPF Project was suspended, pending LFA water quality and capacity results. The construction of the first LFA well was completed in September 2025 and initial water quality samples were collected and analyzed. The results indicate that the concentration of hydrogen sulfide in the sample exceeds what can be treated through the traditional use of cascade aerators. An alternative process treatment analysis was conducted to determine a hydrogen sulfide treatment process for incorporation into the City's WPFs. Forced Draft Aeration was selected as the preferred treatment technology.

With the imperative to meet the PRWC schedule and an inflationary economy, the City has determined that it is in their best interest to engage a Construction Manager at Risk (CMAR). The intent is to utilize the CMAR project delivery method to provide value engineering services during design that will result in schedule and cost savings through early construction packages and pre-purchase of long-lead equipment. It is proposed to develop and bid three guaranteed maximum price construction packages (GMPs) for the overall WPF project. The first two (2) GMPs will be under this SOW and GMP 3 will be under a separate SOW.

- GMP 1: Owner Direct Equipment & Purchase and Early Work Package
- GMP 2: Water Production Facility
- GMP 3: 4th Steet Extension

The primary objective of this phase of work is to develop final design and provide construction services as defined in the following Scope of Work. That work includes an update to the PDR to incorporate the increase in capacity, new regulatory requirements, and LFA water quality improvements. These changes

will require significant modifications to the previously defined design and permitting activities including the following:

- LFA well supply treatment process with auxiliary chemical systems
- Eco-sciences and environmental services
- Additional survey and geotechnical services
- Modifications to stormwater management requirements
- A third supply well and transmission main
- Extension of 4th Street to Logistics Parkway
- Updated power requirements
- Additional distribution equipment and infrastructure

Scope of Work

The Tasks for the overall project have been separated into two scopes of work. This Scope of Work will include all tasks for Design, Permitting, and Construction Services for the Pollard Road Water Production Facility. A separate SOW will be prepared for the client that includes the Design, Permitting, and Construction Services for Logistics Parkway(GMP-4).

This SOW has been broken down into nine Tasks that fall into three categories: Design Services, Services During Construction and Owner Contingency as shown in the table below and detailed herein.

Design Services

Task	Title
01	Project Administration
02	Field Services
03	CMAR Support
04	Permitting
05	Preliminary & Final Design Services

Services During Construction

Task	Title
06	Services During Construction
07	Project Closeout

Owner Contingency

Task	Title
08	Owner Contingency

Task 01 Project Administration

01.1. General Project Coordination

Consultant shall perform general project coordination and management activities, including internal project meetings, project schedule maintenance, subconsultant management and specific coordination activities with City and CMAR staff.

01.2. Project Controls and Reporting

Consultant will prepare monthly progress reports and invoices throughout the life of the Project to include the following:

- Work completed in the previous reporting period
- Work anticipated in the subsequent reporting period
- Project status
- Schedule status
- Budget status

01.3. Schedule Management

Consultant will coordinate with CMAR to develop and maintain a detailed schedule throughout the duration of the Project utilizing the established delivery approach for design and GMP packages, as defined herein. The schedule will be provided to the City in a Gantt format including task inter-dependencies and agreed upon delivery packages and deliverable completion dates. Upon receipt of written comments, the Consultant and CMAR will incorporate changes to the schedule and a final baseline schedule will be provided to the City. Formal schedule updates will be provided at monthly progress meetings.

01.4. Project Progress Meetings and Workshops

Consultant will prepare for and conduct a Project Kick-Off Workshop with the City's designated representatives and CMAR. Kick-off meeting objectives will be to review and discuss the project goals and objectives, clarify team roles and assignments, and review and establish project schedule objectives. Consultant will prepare and distribute meeting minutes to all participants.

Consultant will prepare for and facilitate Monthly Progress Meetings with the City and CMAR during the design phase of the project. It is anticipated that up to ten monthly progress meetings will be held prior to commencement of on-site construction. Summary notes with key discussion/decision points will be provided by the Consultant following each meeting. Provisions will be made for some participants to participate virtually for all meetings, as may be required.

Consultant will prepare for and conduct various additional internal and external meetings as required to manage the final design phase, as well as coordinate with and receive input from the City and CMAR staff. Consultant will host various design workshops, to expedite design decisions and coordinate other project matters such as the design, upgrade or reuse of ancillary process components and/or planning and design of maintenance of plant operations (MOPO) during construction.

Deliverables: Meeting and workshop agendas and meeting summaries; invoices and status reports; facilitating and documenting internal and external design progress meetings.

Task 02 Field Services

02.1. Ecological Surveys and EID

Consultant will prepare an environmental review to support the development of an Environmental Information Document (EID) by FDEP staff. The environmental review will include the following items:

- A list of threatened, endangered, proposed, and candidate species and designated critical habitats that may be present in the project area.
- A discussion of any significant adverse effects upon flora, fauna, threatened or endangered plant or animal species, surface water bodies, prime agricultural lands, wetlands, or undisturbed natural areas.
- A discussion of any significant adverse human health or environmental effects on minority or low-income communities.
- List any significant adverse environmental effects and what project features will mitigate such effects.
- Locations of wetlands verification by FDEP and incorporation into the site survey.
- Results of Ecological Field Surveys.

02.1.1. Gopher Tortoise Survey

Previous gopher tortoise surveys have resulted in evidence of gopher tortoises in the area. Therefore, a one hundred (100) percent gopher tortoise burrow survey shall be led by Consultant's authorized Gopher Tortoise Agent (GTA) for all suitable habitat within the proposed project area, including within twenty-five (25) feet of the project area. The timing of this survey will be coordinated with the City's CMAR and will be conducted per Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines (FWC, 2023). All potentially active (PO) and Inactive (I) gopher tortoise burrows shall be identified, flagged, and their location recorded on GPS equipment with sub-meter accuracy. The map and list of burrows and corresponding activity status will be prepared for inclusion in the FWC on-line permitting system. This documentation will be submitted to City of Winter Haven staff for review prior to submittal of the permit package to FWC. Consultant will coordinate relocation services with the City and CMAR.

Notes regarding tortoise survey and relocation:

- Gopher tortoise permitting fees and relocation/recipient site fees are not included and will be paid directly by the City or CMAR.
- A complete 100% gopher tortoise burrow survey will be required within ninety (90) days prior to construction to remain in accordance with FWC gopher tortoise permitting guidelines.
- Trapping, excavation and transport of tortoises are not included, but may be added via a scope amendment and additional authorized funding.
- Construction-phase services such as installation and/or inspection of tortoise-exclusionary fencing, capture of tortoises during construction, and associated permit updates are not included. However, these services may be added via scope amendment and authorized additional funding.

02.1.2. Skink Habitat Survey

Previous skink surveys have resulted in no evidence of endangered skinks in the area. However, the western most parcel has not been assessed. The proposed scope of work will begin with habitat verification to determine whether portions of the newly acquired site and the alternatives for the 4th Street extension meet the sand skink and blue-tailed mole skink habitat requirements of location, elevation, and suitable soils. For those portions of the parcel and road extension alternatives that do meet these requirements, a pedestrian survey and subsequent coverboard survey will be conducted in accordance with the US Fish and Wildlife Service (USFWS) Species Conservation and Consultation Guide for Sand Skink and Blue-tailed (Bluetail) Mole Skink (USFWS, 2023). The blue-tailed mole and sand skink survey must occur from March 1 to May 15.

02.1.3. EcoSciences Technical Memo

A draft technical memo (TM) detailing the process and summarizing the results of the EID, gopher tortoise and skink surveys shall be provided to the City for review. The draft TM will include options for mitigating any observed habitat. The Consultant will meet with the City and CMAR to discuss the findings and options.

The City's comments and decisions on mitigation will be documented in a final memo and incorporated into the Preliminary Design Report. The final memo will be used for discussions with USFWS. The results of those discussions will be communicated with the City and CMAR and the associated activities will be included in the project schedule.

02.2. Geotechnical Report

Consultant will perform a geotechnical investigation to facilitate design of the proposed project including soil column and ground water analysis adequate to facilitate permitting and design of the process improvements. The investigation will include 10', 20', 75' and 50' borings as required to support design of buildings, water bearing structures and miscellaneous facilities.

02.3. Hydrogeology Support

Consultant will continue well drilling and testing support for the remaining two wells for the Pollard Road WPF. Services will include review of well design details, conducting period site visits, participation in well drilling progress meetings and providing recommendations for well drillers as needed.

02.4. Site Survey and Base File Development

Consultant will provide survey services including high-definition survey scans, conventional methods, and soft digs to capture geographic data associated with the site structural and mechanical features, existing underground utilities and roadways. Consultant will utilize existing title information provided by the City to define existing easements. Survey services will result in a topographic survey from which a 3-D model of the site will be generated for use in creating construction documents.

Deliverables: Meeting agendas and summaries; draft and final EcoSciences TM; Geotechnical Report; Hydrogeologic recommendations and field reports; site topographic survey that will include wetland delineation and existing easements.

Task 03 CMAR Support

General design activities are included in Task 05 Final Design. The activities included in this Task are specific to the Consultant's support of the CMAR in defining contents for all four GMP packages. Under this Task, the Consultant will support the creation of the packages, bid phase support and review of vendors submittals for GMP-1. GMP-2 package management is included in the 90% Design services described in Task 05 as they are critical to the development of the Conformed Set of Drawings.

Consultant will coordinate with the CMAR in support of the following tasks:

- Development of a construction management plan and schedule.
- Alternative system evaluations and constructability reviews at each design review phase.
- Development of long-lead procurement strategies and initiate early procurement of long-lead items.
- Creation of early procurement and work package (GMP-1).
- Construction permitting processes.
- Selection of key subcontractors and suppliers.

The relationship between the CMAR and Consultant is intended to be collaborative, with both participating as advisors to the City through both the design and construction phases. The coordination efforts above will be accomplished through use of the regular coordination meetings and specific workshops as defined herein.

03.1. General Coordination and Meetings

Partnering efforts established during the preliminary engineering phase will continue during the final design and GMP development phases of the project. Regular coordination and design meetings will be required between the CMAR and the Consultant to:

- Evaluate alternative systems and materials proposed or suggested by the CMAR.
- Respond to constructability review comments.
- Attend subcontractor pre-selection meetings conducted by CMAR as appropriate.
- Provide input to plant operations and training plan.

03.2. Cost Model and GMP Review

Consultant will review and provide input to the City and CMAR on the initial cost model to be developed by the CMAR. This model will be used for the development of GMP-1 and 2. The Consultant will provide input for these packages throughout the life of the project. Cost model and GMP validation activities will include the review and verification of:

- Direct and indirect costs
- Subcontractor and supplier quotes
- CMAR fee and contingency
- General conditions and requirements costs
- Bonds and insurances
- Taxes
- Owner direct purchase opportunities

Following the review of the above cost elements, Consultant will compare project costs with current, comparable projects and provide a summary review of the GMPs for consideration by the City.

03.3. Early Work and Procurement

An early GMP package is anticipated for this project with a second and third GMP package at completion of 90% design. The first GMP includes an early procurement package and an early work package. The early procurement package includes design documents for the early owner direct purchase of equipment. The early work package is intended to facilitate construction of pre-cast ground storage tanks. GMP-2 will include construction of the water production facility. GMP-3 will include the extension of 4th street.

03.3.1. GMP Package 1

- Consultant will coordinate with CMAR to determine the early procurement equipment items included in this GMP and prepare technical scopes for Requests for Qualifications (RFQs) and Requests for Proposals (RFPs). Upon completion of the package and following City review, the Consultant will resolve any comments and assist the CMAR in procurement, including answering bidders' questions, review of proposals, and providing a recommendation. This package coordination will begin upon NTP.
- Consultant will coordinate with CMAR to determine the elements included in the early work package. The Consultant will compile, review, and complete the package and provide the package for City and CMAR review. Upon completion of the package and following the review, the Consultant will then resolve any comments and assist the CMAR in procurement, including answering bidders' questions and coordinating with CMAR on bid selection and cost.

Deliverables: Attend CMAR coordination meetings to define GMP packages; GMP package preparations; responses to GMP Bid questions; cost reviews of GMP packages.

Task 04 Permitting Support

04.1. Permitting Coordination Meetings

Permits will be prepared by the Consultant. Consultant shall schedule permit coordination meetings between the City, Permitting Entities, and CMAR, as needed.

04.2. City of Winter Haven Building Department

Site plan review and approval will be required for development of the Project through the City's Planning Department. Consultant will support the CMAR in meeting the permitting requirements of the City's Economic Opportunity & Community Investment Department, including the following:

- Preparing and participating in site plan review by the Development Review Committee
- Preparing permitting documents for the Building Permits & Licenses Plan Review

Consultant will support the CMAR in addressing comments and requests for up to two requests for additional information (RAI).

04.3. Florida Department of Environmental Protection (FDEP) Construction Permit Application

Utilizing the Final PDR, CONSULTANT will prepare and submit the *Application for a Specific Permit to Construct PWS Components* to FDEP (Polk County Department of Health (DOH)) in accordance with the

requirements of Chapter 62-555, F.A.C. In preparation for the application submittal, the Consultant will facilitate a pre-application meeting with Polk County DOH to review the Pollard Road WPF Project and discuss any concerns that Polk County DOH Staff may have. The Consultant will respond to up to 2 RAI.

04.4. Environmental Resource Permit

The FDEP has jurisdictional control of environmental resource permitting (ERP) for treatment facilities. Consultant will prepare for and attend a pre-application meeting with FDEP to confirm requirements for the ERP. Following the pre-application meeting, Consultant will prepare and submit an application for the ERP along with supporting documentation on wetlands, soils, wildlife, cultural resources. Consultant will respond to comments and RAI. It is anticipated that up to two additional submittals will be required during the review process.

Based on review of the Southwest Florida Water Management District (SWFWMD) permit for the adjoining Feagin Subdivision as well as the NRCS soils map, the recently acquired western parcel is likely to contain a wetland contiguous with a wetland conservation area in the subdivision permit. The Consultant shall be responsible for verification of wetland and other surface water data identified in and coordinating regulatory agency field reviews, including finalization of assessments and jurisdictional determinations with FDEP. The permit application will include FDEP permit application forms, an environmental permitting memorandum, state jurisdictional wetland forms, functional assessment and anticipated mitigation requirement via the Uniform Mitigation Assessment Method (UMAM)

Due to recent Supreme Court decisions and US EPA guidance, the site does not appear to include Waters of the US (WOTUS) and, therefore, no Clean Water Act Section 404 permit (aka dredge-and-fill permit) will be required from the US Army Corps of Engineers (USACE). A memorandum of findings documenting Consultant's No Permit Required determination will be created that summarizes the approach utilized in delineating WOTUS.

04.5. Power Company Coordination

Consultant will continue coordination efforts with Tampa Electric Company (TECO) started during the initial phase of the project. The power service strategy will be coordinated with the facility design and will consider the potential for long lead times associated with providing adequate power service to the site.

Deliverables: Attend pre-application permitting meetings; submit permit applications; address RAIs; coordinate with TECO to address long lead items for power service.

Task 05 Preliminary & Final Design Services

The previously completed Preliminary Design Report (PDR) will be updated to address the new process treatment as determined during the Alternatives Study. Building on the PDR, the Consultant will prepare plans, specifications, and other associated documents required to facilitate the development of three GMPs, a construction schedule, pre-purchase of critical equipment, and procurement plan for long lead items and other equipment and material by the City's CMAR. The Consultant will also support the construction permitting effort for the facility. GMP package and procurement support for both GMPs are provided under this Task.

The Final Design will be structured into phases with 60%, and 90% levels of completion followed by 100% Conformed Construction Documents. Design development will use 3D/BIM software that will be utilized to produce 2D construction drawings.

05.1. Preliminary Design Report Update

The Consultant will prepare an updated Draft Preliminary Design Report (PDR) presenting the findings and conclusions resulting from the process treatment evaluation. This document will serve as a basis of design and permitting with FDEP. At a minimum, the PDR will include:

- Summary of well siting, well capacity testing and well water quality results
- Updated EcoSciences section including information required to meet FDEP EID requirements for funding purposes
- Narrative summary of the process treatment evaluation and conclusion
- A preliminary hydraulic profile and process flow diagram
- Results of the review of the water quality reports and evaluations
- Results of updated hydraulic modeling efforts with conclusions and recommendations concerning current and future phases of the WPF
- Final Site Master Plan, including Pollard Road WPF, 4th Street Extension, PRWC access requirements, future direct potable reuse facilities, piping corridors, and stormwater management space
- Building/Facility sizes
- Process control narratives
- Summary of preliminary equipment sizing and capacities
- Preliminary electrical one-line diagram and power company coordination needs
- Illustrative sketches/plans associated with the proposed project
- Summary of process mechanical, structural, architectural, civil, building services, electrical and controls requirements
- Permit requirements
- Preliminary Opinion of Probably Construction Costs as prepared by the CMAR

Three hard copies and an electronic copy (PDF) of the draft PDR will be sent to the City for review. A PDR Review Meeting will be scheduled for 2 weeks after delivery of the updated draft PDR to receive and discuss City comments.

A final PDR will be prepared that incorporates discussion and comments received in the PDR Review Meeting into a Final PDR. Three hard copies and an electronic copy (PDF) of the final PDR will be sent to the City along with adjudicated comments collected during the draft PDR Workshop. The final PDR will be utilized for FDEP permitting of the Pollard Road WPF.

05.2. 30 Percent Design Model and Workshop

The purpose of the 30% design is to provide a preliminary plant concept in a 3D Model that allows the City to visualize the site including process locations, equipment layouts, building sizes and an overall site plan. The Consultant will prepare for and conduct a 30% Design Workshop to allow all stakeholders to view the overall plan and each facility and provide input on options and preferences. The 30% review workshop will also be used to finalize the early work and GMP strategy for the project.

05.3. Early Work Design Packages (GMP 1)

Consultant will utilize feedback from the 30% Design Workshop to develop the Early Work Design Package (GMP 1) to a 90% level of completion including plans, technical specifications, equipment and instrumentation list, and typical details. The package will be coordinated with the CMAR to reduce

duplication of drawings and specifications between packages. Consultant will facilitate two (GMP) virtual workshops with City staff and the CMAR to finalize the approach, discuss design concepts, and verify GMP deliverables.

For each GMP Package, the following protocol will be followed:

- Three hard copies and an electronic copy (PDF) of draft GMP design packages will be provided to the City for review.
- A GMP Review Meeting will be scheduled for 2 weeks after delivery of the GMP package to receive and discuss City comments.
- Three hard copies and an electronic copy (PDF) of the final GMP will be sent to the City along with adjudicated comments collected during the draft GMP Workshops.

05.4. 60 Percent Design

Consultant will incorporate the 30% review comments and develop the Final Design to a 60% level of completion including plans, technical specifications, equipment and instrumentation list, and typical details. Three hard copies and an electronic copy (PDF) of the 60% design document will be sent to the City for review. A 60% Review Meeting will be scheduled for 2 weeks after delivery of the deign documents to receive and discuss City comments.

Consultant will prepare for and conduct a workshop with City staff and CMAR to discuss comments on the 60% design documents prior to advancing the design to 90%.

05.5. 90 Percent Design

Consultant will incorporate the 60% review comments and develop the Final Design to a 90% level of completion including plans, technical specifications, equipment and instrumentation list, and typical details. These documents will be utilized for development of GMP 2 and GMP 3.

Three hard copies and an electronic copy (PDF) of the 90% design documents will be sent to the City for review. A 90% Review Meeting will be scheduled for 2 weeks after delivery of the design documents to receive and discuss City comments. Consultant will prepare for and conduct a workshop with City staff and CMAR to discuss comments associated with the 90% design documents. Comments will be utilized to updated 90% design documents for use in GMP-2 and GMP-3.

05.6. GMP 2Bid Support

Updated 90% documents will be utilized by the CMAR in the GMP 2 Bid Package. Consultant will consider written questions from bidders related to GMP 2 and prepare all addenda as required to interpret, clarify, or expand the 90% Construction Documents. Consultant will submit addenda to the CMAR in a timely manner that allows reception of addenda by all bidders no later than a minimum of five (5) days prior to bid opening date.

05.7. Conformed 100 Percent Documents

Consultant will incorporate all applicable comments from GMP 3 as well as adjustments required due to agency comments received during permitting efforts into Conformed Plans at a 100% level of completion.

Deliverables: Draft and final PDR; Draft and final GMP 1 package; Draft 60% submittal; Draft 90% submittal and updated 90% documents (GMP 2); Responses to GMP 1 and GMP 2 Bidders; Conformed Construction Documents; Workshop agendas and meeting minutes.

Task 06 Services During Construction

AtkinsRéalis will serve as the Engineer of Record (EOR) responsible for the review of technical components related to said construction work. Submittals, RFIs, and change order requests will be administrated through the project document control system.

06.1. Project Management During Construction

06.1.1. General Project Coordination

AtkinsRéalis shall perform general project coordination and management activities, including general administrative activities for this authorization, as well as specific coordination activities with the team members. Construction services are based on an 15-month total construction period.

06.1.2. Construction Progress Meetings

Up to three members of the AtkinsRéalis Team will attend bi-weekly CMAR progress meetings to review the project schedule, budget, schedule of values, construction progress, and prospective change order requests. It is anticipated up to thirty-two (32) bi-weekly progress meetings will be held over the duration of the construction phase of 15-months. Provisions will be made for most design team participants to participate virtually, as required.

06.1.3. Invoicing and Progress Reports

AtkinsRéalis shall prepare and submit progress reports and invoices to the City on a monthly basis to advise and highlight the overall progress of the design, permitting, and construction administration tasks, as well as identify completed items and pending activities. The monthly progress reports will also include a summary description of the pending activities, any potential issues identified, any potential impact to the schedule, and any potential change in scope of services.

06.1.4. Document Control

Information management during construction phase will be critical to the success of the project. AtkinsRéalis will provide management of construction phase documents using multiple software platforms as defined below.

AutoDesk BIM 360 – AtkinsRéalis will continue to manage all CAD documents, including all changes to the models and drawing files. Plot files (pdf format) of all modified CAD documents will be stored in the project folder for historical documentation.

Microsoft Teams – AtkinsRéalis will continue to maintain the current project site on Microsoft Teams for management of non-CAD documents such as meeting agendas, summaries, specifications, and regulatory submittals.

ACC Build – The CMAR utilizes AutoDesk ACC Build software for management of construction documents. AtkinsRéalis will be provided with access to the CMAR project software for use in coordinating and transferring review documents.

06.1.5. Field Administration

The Consultant's site representative will notify the City PM if any CMAR activities create safety concerns or property damage. The Consultant shall report any safety/property issues to the City PM immediately upon discovery or notification received.

The Consultant's site representative will coordinate with the CMAR to determine the schedule for construction events that require inspection and when tests that require the presence of City Staff for inspections or witnessing are scheduled. The Consultant shall confirm that all Contractor-provided test results are loaded into city's construction document management system.

The Consultant's site representative will randomly spot check the CMAR's as-builts and will confirm up to date status on the pay application cutoff date agreed to by the City and CMAR.

06.2. Site Visits

Members of each discipline of the AtkinsRéalis design team will conduct site visits during the construction phase to evaluate general compliance with the requirements of the contract documents and design intent. The purpose of these site visits is to provide guidance and feedback to the CMAR field staff, assist in the resolution of RFIs, evaluate conformance with design requirements, and enable the EORs to execute final certifications upon completion of the project. A total of 120 site visits (4 hrs each) have been budgeted for this task. Any site visits in excess of this amount will be subject to additional compensation. The anticipated breakdown of the site visits by discipline is shown below.

Civil – 10
Architecture and Building Services – 10
Structural – 10
Process Mechanical – 30
Electrical – 30
Instrumentation and Controls – 30

06.3. Submittal Review

AtkinsRéalis will review up to three hundred (300) CMAR submittals including shop drawings, material submittals, and equipment data to determine conformance with design concepts and compliance with the contract documents. The review of subsequent information will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto. It will be the intent that all shop drawings, material, and equipment submittals will be reviewed and returned within thirty (30) days. For critical elements, if alerted in advance, AtkinsRéalis will endeavor to shorten the turnaround time. A submittal log will be prepared to track submittals and subsequent responses, and an electronic copy of the database will be provided to the City upon project closeout.

06.4. Requests for Information (RFIs)

AtkinsRéalis will prepare responses for up to two hundred (200) Request(s) for Information (RFIs) from the CMAR as may be required throughout the project. An RFI log will be prepared to track RFI submittals and subsequent responses, and an electronic copy of the database will be provided to the City upon project closeout. Any site visits associated with the resolution of RFIs have been included in Section 06.2 Site Visits. RFIs that result in design modifications beyond markups to existing drawings or hand sketches are addressed below in Section 06.6 Design Modifications.

06.5. Change Order Proposals

AtkinsRéalis will provide the technical evaluation of up to five (5) CMAR-initiated and/or City-initiated change requests as part of Owner contingencies. The evaluation will include conformance to the contract documents and a review of the CMAR cost estimates. Change order proposals will be administered through the document control system and a subsequent log will be prepared to track requests and responses. An electronic copy of the change order proposal log will be provided to the City upon project closeout.

06.6. Review of Manufacturers' Operation and Maintenance Manuals

The Consultant shall review Operation and Maintenance (O&M) manuals to ensure sufficient information is available including, but not limited to, installation instructions, maintenance and troubleshooting logs, manufacturer contact information, and replacement parts lists are provided. A log will be generated for all pertinent parties to monitor progress. Upon project closeout, an electronic copy of the log and associated material will be provided to the City.

06.7. Review Contractor Pay Requests, Schedules, and Change Orders

The Consultant will receive the draft pay applications from the City for review and processing, ensuring all CMAR deliverables are provided with each monthly pay application.

The Consultant shall review the Critical Path Method (CPM) schedules as prepared and submitted by the CMAR for conformance with the construction contract. Review of the schedule is limited to comparing and confirming progress percent complete as input by the CMAR with observed construction progress.

The Consultant shall review, develop, negotiate, and prepare Interim Field Change Agreements (IFCAs). They will review more substantial changes requiring a Change Order (CO) and work with the CMAR's project manager and the City consisting of more substantial changes to the contract, and work with the Project Manager and the City to review, develop, and execute up to two (2) CO. Consultant will provide the necessary supportive documentation to accompany IFCAs and CO's as well as the development of IFCA and CO logs.

06.8. Testing, Startup, and Process Operations Training Support

AtkinsRéalis will provide EOR support required during the startup of the water treatment processes, including support of the CMAR in scheduling startup and training activities, equipment and piping testing, process controls verification, SCADA field and factory support, and electrical and power coordination.

06.9. Substantial Completion Activities

In order to release vendor retainage, AtkinsRéalis will coordinate with the CMAR to perform a project walk through with the CMAR, Engineer, and City to verify project completion. An AtkinsRéalis Team consisting of each discipline EOR will inspect the work completed, identify work deficiencies, and confirm disturbed areas have been adequately restored. A punch-list will be developed to document any unresolved items and submitted in writing for review by the City and CMAR.

Upon notification by the CMAR, AtkinsRéalis and the City will verify the completion of the punch-list items. Once in agreement, AtkinsRéalis will coordinate with the City to notify the CMAR of Owner acceptance of the project.

Deliverables: Invoice and status reports; Review of submittals and O&M Manuals; Responses to RFIs and change orders; Address requested design modifications; Perform Substantial Completion walkthrough and punchlist; Provide Final Completion Notification.

Task 07 Project Closeout

07.1. Record Drawings

Based upon signed and sealed survey information provided by the CMAR and field notes and plan markups prepared by the RPR, the Consultant will prepare electronic record drawings and submit draft record drawings to City for review.

07.2. Project Closeout

The Consultant shall prepare and submit to the appropriate City and state agencies, certifications and permitting documents to close out project permits acquired during the Final Design Phase.

Deliverables: Draft and final Record Drawings; Permit closeout documents

Task 08 OWNER CONTINGENCY

Preparation of scope and fee for a project of this size requires some consideration of potential technical support that may be required in the future. The City understands this risk and has requested that additional scope and fee be provided to cover several activities that may be needed or requested in the future. These activities include miscellaneous design and field services, resident construction representative, and asset management support. The budget associated with this Task will only be utilized with written agreement by the City.

08.1. Miscellaneous Technical Services

The Consultant will provide design and construction services such as the addition of miscellaneous facilities, funding support, coordination with PRWC, County permitting, and public relations support. The Consultant will provide field services such as easement surveys, well permitting support, site stormwater management, and ecological support. Design activities associated with this task will be provided as described in Tasks 4, 5, and 6 herein.

08.2. Resident Project Representative (RPR)

The Consultant will provide one part-time site representative (RPR), with supervision by the Consultant's project manager, to familiarize, inspect, and document the construction of work associated with this project. This task assumes 12-months of half-time RPR services over the 15-month construction period.

The RPR will conduct field inspections, as necessary, to ensure that permit conditions and requirements pertaining to construction are being adhered to by the CMAR. At such times, record information and documentation of compliance with permit conditions will be confirmed using the CMAR’s field red-lined set of construction documents.

The RPR will inspect the contractor's on-site construction operations and inspect materials (approved submittals) entering the work as required to ensure that the project is completed in conformity with the drawings, specifications, and other construction contract provisions. Upon discovery, deficiencies will

immediately be brought to the attention of the CMAR with follow up e-mails sent to the Consultant's project manager and appropriate City staff.

The RPR will prepare a daily field inspection report that will include documentation of the following:

- NPDES Permit required inspections as required.
- Photographs of the CMAR’s daily activities in a quantity sufficient to show the progress of work and or issues that may be of concern.
- Site representative's and contractor's hours on the job site
- Weather Conditions
- Data relative to questions or additions or deductions
- List of visitors
- Daily activities
- Number of labor force
- Equipment
- Decisions
- Daily progress of construction and detailed observations relating to test procedures
- Construction plan sheet numbers and location where activity is taking place

Assumptions

- Finance and funding support will be provided by others including compiling and packaging documentation required for applications and verifications.
- The permitting task includes a permit fee allowance of $10,000 for all listed permits. No County permits are anticipated and have not been included in the fee allowance. Any additional costs will be covered under Owner Contingency.
- The Project will be delivered using the CMAR alternative delivery method. Only two (2) GMP packages have been anticipated in this scope.
- The construction period will last 15 months with an additional 6 months required for project closeout.
- Milestone and Project Schedules assume City reviews will completed within two (2) weeks of receipt of deliverables.
- Other than a review of the existing titles and deeds provided by the City, this proposal does not include researching title, ownership or existing easement information.
- Due to the inherent risk in cost estimating since Covid, the City will utilize the cost estimates provided by the CMAR in coordination with the Consultant. No cost estimates will be provided solely by the Consultant.
- The CMAR will provide all construction related layouts, survey, geotechnical services, material testing and other services during the construction phase of this project.
- Asset management services described herein are based on direction from City staff without the benefit of first-hand knowledge of existing asset program details. Consultant has made certain industry standard assumptions in order to price these services.
- Supplemental licensed Operations Staff may be provided as part of the Owner Contingency.
- A comprehensive Operations and Maintenance Manual for the expansion of the WPF is not required.
- Tasks relating to GMP-3 specifically stated in this SOW will not be duplicated in the separate GMP-3 scope for the 4th Street Extension

Contingency & Supplemental Services

Consultant anticipates approach modifications may be required during the preliminary engineering phase to meet all City project goals including miscellaneous facility rehabilitation objectives. Consultant will attempt to accommodate changes generally consistent with the original approach but recognizes changes may be warranted in the event of such deviation. Supplemental services may be required for services not covered herein or as a result of unforeseen change requirements. These services will be negotiated as part of the Owner Contingency described herein.

Deliverables

Task	Deliverable(s)
Project Administration	
01.2.	Monthly status reports and invoicing
01.4.	Agendas and Meeting Summaries
Field Services	
02.1	Ecological Surveys and TM
02.2.	Geotechnical Report
02.3.	Hydrogeologic Reports
02.4.	Site Survey
CMAR Support, Coordination, and Early Work Packages	
03.1.	Responses to CMAR Constructability Reports
03.2.	Cost Reviews
03.3.1.	GMP 1 Document Package
Permitting Support	
04.1.	Agendas and Meeting Summaries
04.2.	City Permit Application and RAI Responses
04.3.	Polk County DOH Permit Application and RAI Responses
04.4.	ERP Permit Application and RAI Responses
04.5.	Agendas and Meeting Summaries
Preliminary and Final Design Services	
05.1.	Updated Draft Preliminary Design Report
05.1.	Meeting Minutes of PDR Review
05.1.	Updated Final Preliminary Design Report
05.2.	30% 3-D Model Review
05.3.	Early Equipment Designs and Meeting Summaries
05.4.	60% Design Documents
05.5.	90% Design Documents
05.6.	GMP 2 and GMP 3 Bid Responses
05.7.	100% Conformed Design Documents
Services During Construction	
06.1.	Monthly status reports and invoicing
06.3.	Submittal Review and Responses
06.4.	RFI Responses
06.5.	Change Order Documents
06.6.	Updated Design Documents
06.7.	O&M Manual Review Comments
06.9.	Substantial Completion Punchlist; Recommendation for Owner Acceptance
Project Closeout	
07.1.	Record Drawings
07.2.	Permit Closeout Documents

Quality Assurance

CONSULTANT places the highest importance on development and implementation of a robust Quality Assurance Plan (QAP) on each project. The QAP, as a core principle, provides independent review of all deliverables and significant calculations by a qualified professional not responsible for preparation of the deliverable or calculation. The CONSULTANT'S QAP is included in the proposed services and will be available to the CITY upon request.

Schedule

CONSULTANT will prepare a detailed project schedule in coordination with the CMAR. For scoping purposes, the following schedule is provided for major deliverables.

Deliverable	
Preliminary Design Report & 30% Design Model	90 Days from NTP
60% Design Deliverables	90 Days after approval of 30% Design
90% Design Deliverables	90 Days after approval of 60% Design
Final Design Deliverables	30 Days after approval of 90% Design

Permitting services will run concurrently with preliminary engineering and final design with a duration of approximately 3 months. The construction schedule is assumed to last 15 months with an additional 6 months for Project Closeout Activities.

Compensation

CONSULTANT proposes to perform the work described herein on a Fixed Fee (lump sum) basis with budgets between the sub-tasks and expenses being interchangeable as needed.

The estimated total professional services fee including labor and expenses associated with the scope of services is not to exceed **$8,919,265** as summarized below and presented in Attachment A, along with subconsultant scope of services in **Attachment B-F**. The City retains the ability to renegotiate the fee for Design Services (Tasks 1-5) if the fees herein for this task exceed 11% of the CMAR's 30% cost estimate for construction, inclusive of the CMAR's owner's contingency. The City retains the ability to renegotiate the fee for Services During Construction (Tasks 6 & 7) if the fees herein for this task exceed 5% of the CMAR's 30% cost estimate for construction, inclusive of the CMAR's owner's contingency.

Design Services

Task	Title		Fee
01	Project Administration	$	716,450
02	Field Services	$	333,600
03	CMAR Support	$	620,800
04	Permitting Support	$	310,900
05	Preliminary & Final Design Services	$	3,846,665
	Subtotal	**$**	**5,828,415**

Services During Construction

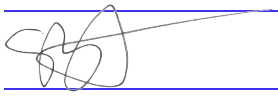
Task	Title		Fee
06	Services During Construction	$	2,284,750
07	Project Closeout	$	406,100
	Subtotal	**$**	**2,690,850**

Owner Contingency

Task	Title		Fee
08.1	Miscellaneous Tech Services	$	150,000
08.2	Resident Project Representative	$	250,000
	Subtotal	**$**	**400,000**
	Total Fee	**$**	**8,919,265**

Authorization

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials or authorized designee, this SCOPE OF SERVICES in duplicate on the respective dates indicated below.

CONSULTANT	AtkinsRéalis	UTILITY	City of Winter Haven
SIGNED		SIGNED	
TYPED NAME	Shailen Bhatt	TYPED NAME	
TITLE	COO	TITLE	
DATE	5/4/2026	DATE	

ATTACHMENT A

AtkinsRéalis Fee Proposal Detail

CITY OF WINTER HAVEN, FLORIDA
4TH STREET EXTENSION

SCOPE OF WORK
DESIGN, CMAR COORDINATION SERVICES, & SERVICES DURING CONSTRUCTION
RFQ 21-24

MAY 1, 2026

Prepared by:
AtkinsRéalis

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Appendices

Appendix A: AtkinsRéalis Fee Proposal Detail

Background

On October 1, 2021, the City of Winter Haven (City) awarded RFQ 21-24, The Design, Permitting, and Construction Services for the Pollard Road Water Production Facility (WPF), to AtkinsRéalis (Consultant). This Statement of Work (SOW) constitutes a Task Order issued by the City pursuant to the City of Winter Haven, Florida Professional Engineering Consulting Services Agreement for Pollard Road Water Production Facility between the City and Atkins North America, Inc., n/k/a AtkinsRealis Group, Inc., dated February 15, 2022.

This SOW provides construction documents for the extension of 4th Street East, starting 1,300 LF east of Avenue C East and ending at the west right of way line of Pollard Road. The City has engaged a Construction Manager at Risk (CMAR) to complete the construction of the Water Production Facility and the 4th Street East Extension. It is proposed to develop and bid three guaranteed maximum price construction packages (GMPs) for the overall project. The first two (2) GMP construction packages will include designs completed under a separate SOW. This SOW will include the development of GMP 3.

Scope of Work

Consultant will review existing conditions and the proposed Pollard Road construction plans to design a 2-lane, rural section, roadway extension. Consultant will prepare a set of construction plans for approximately 0.25 miles of roadway. The roadway alignment will be adjusted to extend within the City's property and avoid requiring right of way acquisition from neighboring properties to the north. No rezoning effort is included as part of this proposal.

The roadway construction plans will be coordinated with the Pollard Road WPF for access and intersection connection. Consultant will prepare construction documents.

The Tasks for the overall project have been separated into two scopes of work. This Scope of Work will include all tasks for Design and Construction Services for the 4th Street Extension (GMP-3). A separate SOW is provided for the Design, Permitting, and Construction Services of the Water Production Facility.

These two SOW will be completed alongside, and in conjunction with, each other. To minimize duplicate efforts and costs to the City, these two project will be managed and permitted together.

This SOW has been broken down into three tasks as shown in the table below and detailed herein.

Design Services

Task	Title
01	CMAR Support
02	Final Design Services

Services During Construction

Task	Title
03	Services During Construction

Task 01 CMAR Support

General design activities are included in the Final Design Services (Task 2). The activities included in this Task are specific to the Consultant's support of the CMAR in defining contents of the third GMP package. Under this Task, the Consultant will support the creation of the package, bid phase support and review of vendors submittals for GMP-3. Support for the GMP-1 and GMP-2 packages are included in a separate SOW.

Consultant will coordinate with the CMAR in support of the following tasks:

- Development of a construction management plan and schedule.
- Alternative system evaluations and constructability reviews at each design review phase.
- Construction permitting processes.

The relationship between the CMAR and Consultant is intended to be collaborative, with both participating as advisors to the City through both the design and construction phases. The coordination efforts above will be accomplished through use of the regular coordination meetings.

01.1. General Coordination and Meetings

Regular coordination and design meetings will be required between the CMAR and the Consultant. These services are provided under a separate SOW

01.2. Cost Model and GMP Review

Consultant will review and provide input to the City and CMAR on the initial cost model to be developed by the CMAR. This model will be used for the development of GMP- 3. The Consultant will provide input for this package throughout the life of the project. Cost model and GMP validation activities will include the review and verification of:

- Direct and indirect costs
- Subcontractor and supplier quotes
- CMAR fee and contingency
- General conditions and requirements costs
- Bonds and insurances
- Taxes
- Owner direct purchase opportunities

Following the review of the above cost elements, Consultant will compare project costs with current, comparable projects and provide a summary review of the GMP for consideration by the City.

Deliverables: GMP package preparations; responses to GMP Bid questions; cost reviews of GMP package.

Task 02 Final Design Services

02.1. DESIGN SERVICES

Consultant will deliver the construction plans in 3 phases, 60% design development, 90% Construction Documents, 100% Conform Set. 30% preliminary design is included with the development of the Preliminary Design Report as part of a separate SOW. Consultant will prepare Construction Documents using the WPF specifications.

The following construction drawings are anticipated in the 4th Street E Extension construction documents:

- Civil General Notes and Abbreviations
- Demolition and Erosion Control Plan
- Erosion and Sediment Control Details
- Roadway Alignment
- Roadway Cross Sections
- Roadway Plan & Profile
- Signing and Striping Plans
- Site, pavement, and drainage detail sheets

This task assumes there are no street lighting or utility adjustment plans required. The water quality and attenuation for runoff generated by the roadway will be treated and attenuated in the Regional Pond currently under design by a different engineering firm.

Deliverables: Draft and final GMP 3 package; Draft 60% submittal; Draft 90% submittal; Conformed Construction Documents;

Task 03 Services During Construction

This task includes all services during construction associated with the construction of the 4th Street Extension, including Site Visits, Submittal Reviews, Responses to Requests for Information (RFI), and Review of Change Orders. General Project Coordination, Construction Progress Meetings, Invoicing and Progress Reports, Document Control, Field Administration, Review of Contractor Pay Requests and Schedules, and Substantial Completion activities are all provided under a separate SOW.

03.1. Site Visits

AtkinsRéalis will conduct site visits during the construction phase to evaluate general compliance with the requirements of the contract documents and design intent. The purpose of these site visits is to provide guidance and feedback to the CMAR field staff, assist in the resolution of RFIs, evaluate conformance with design requirements, and enable the EOR to execute final certifications upon completion of the project. A total of 4 site visits (4 hrs each) have been budgeted for this task. Any site visits more than this amount will be subject to additional compensation. The anticipated breakdown of the site visits by discipline is shown below.

03.2. Submittal Review

AtkinsRéalis will review up to 15 CMAR submittals including shop drawings and material submittals to determine conformance with design concepts and compliance with the contract documents. The review of subsequent information will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto. It will be the intent that all shop drawings, material, and equipment submittals will be reviewed and returned within thirty (30) days. For critical elements, if alerted in advance, AtkinsRéalis will endeavor to shorten the turnaround time. A submittal log will be prepared to track submittals and subsequent responses, and an electronic copy of the database will be provided to the City upon project closeout.

03.3. Requests for Information (RFI)

AtkinsRéalis will prepare responses for up to 10 Request(s) for Information from the CMAR as may be required throughout the project. An RFI log will be prepared to track RFI submittals and subsequent responses, and an electronic copy of the database will be provided to the City upon project closeout. Any site visits associated with the resolution of RFIs have been included in Site Visits.

03.4. Change Order Proposals

AtkinsRéalis will provide the technical evaluation of up to One (1) CMAR-initiated and/or City-initiated change requests as part of Owner contingencies. The evaluation will include conformance to the contract documents and a review of the CMAR cost estimates. Change order proposals will be administered through the document control system, and a subsequent log will be prepared to track requests and responses. An electronic copy of the change order proposal log will be provided to the City upon project closeout.

Deliverables: Responses to Submittal Reviews, RFIs and change orders; Address requested design modifications

Assumptions

- Finance and funding support will be provided by others, including compiling and packaging documentation required for applications and verifications.
- The Project will be delivered using the CMAR alternative delivery method. Only one GMP packages have been anticipated in this scope with two additional GMP packages in a separate SOW.
- The construction period is estimated at 15 months.
- Milestone and Project Schedules assume City reviews will completed within two (2) weeks of receipt of deliverables.
- Other than a review of the existing titles and deeds provided by the City, this proposal does not include researching title, ownership or existing easement information.
- Due to the inherent risk in cost estimating since Covid, the City will utilize the cost estimates provided by the CMAR in coordination with the Consultant. No cost estimates will be provided solely by the Consultant.
- The CMAR will provide all construction related layouts, survey, geotechnical services, material testing and other services during the construction phase of this project.
- The following series are excluded from this SOW
    - Land rezoning
    - Lighting plan
    - Intersection design plans
    - Signalization plans
    - Utility relocation plans
    - FDEP Water Distribution NOI
    - FDEP Sewer Collection NOI
    - FDEP ERP Application (included under separate SOW)

Supplemental Services

Consultant anticipates approach modifications may be required during the preliminary engineering phase to meet all City project goals including miscellaneous facility rehabilitation objectives. Consultant will attempt to accommodate changes generally consistent with the original approach but recognizes changes may be warranted in the event of such deviation. Supplemental services may be required for services not covered herein or as a result of unforeseen change requirements.

Deliverables

Task	Deliverable(s)
CMAR Support	
01.2.	Cost Reviews
Final Design Services	
02.1.	60% Plans and 65% Specifications
02.1.	90% Plans and 90% Specifications
02.1.	100% Conform Plans
Services During Construction	
06.1.	Monthly status reports and invoicing
03.2	Submittal Review and Responses
03.3.	RFI Responses
03.4	Change Order Documents
03.3	Updated Design Documents

Quality Assurance

CONSULTANT places the highest importance on development and implementation of a robust Quality Assurance Plan (QAP) on each project. The QAP, as a core principle, provides independent review of all deliverables and significant calculations by a qualified professional not responsible for preparation of the deliverable or calculation. The CONSULTANT'S QAP is included in the proposed services and will be available to the CITY upon request.

Schedule

CONSULTANT will prepare a detailed project schedule in coordination with the CMAR. For scoping purposes, the following schedule is provided for major deliverables.

Deliverable	
60% Design Deliverables	90 Days after approval of 30% Design
90% Design Deliverables	90 Days after approval of 60% Design
Final Design Deliverables	30 Days after approval of 90% Design

Permitting services will run concurrently with preliminary engineering and final design with a duration of approximately 3 months. The construction schedule is assumed to last 15 months with an additional 6 months for Project Closeout Activities.

Compensation

CONSULTANT proposes to perform the work described herein on a Fixed Fee (lump sum) basis with budgets between the sub-tasks and expenses being interchangeable as needed.

The estimated total professional services fee including labor and expenses associated with the scope of services is not to exceed **$256,000**, as summarized below and presented in Attachment A.

Design Services

Task	Title		Fee
01	CMAR Support	$	33,000
02	Final Design	$	147,300
	Subtotal	**$**	**180,300**

Services During Construction

Task	Title		Fee
03	Services During Construction	$	75,700
	Subtotal	**$**	**75,700**
	Total Fee	**$**	**256,000**

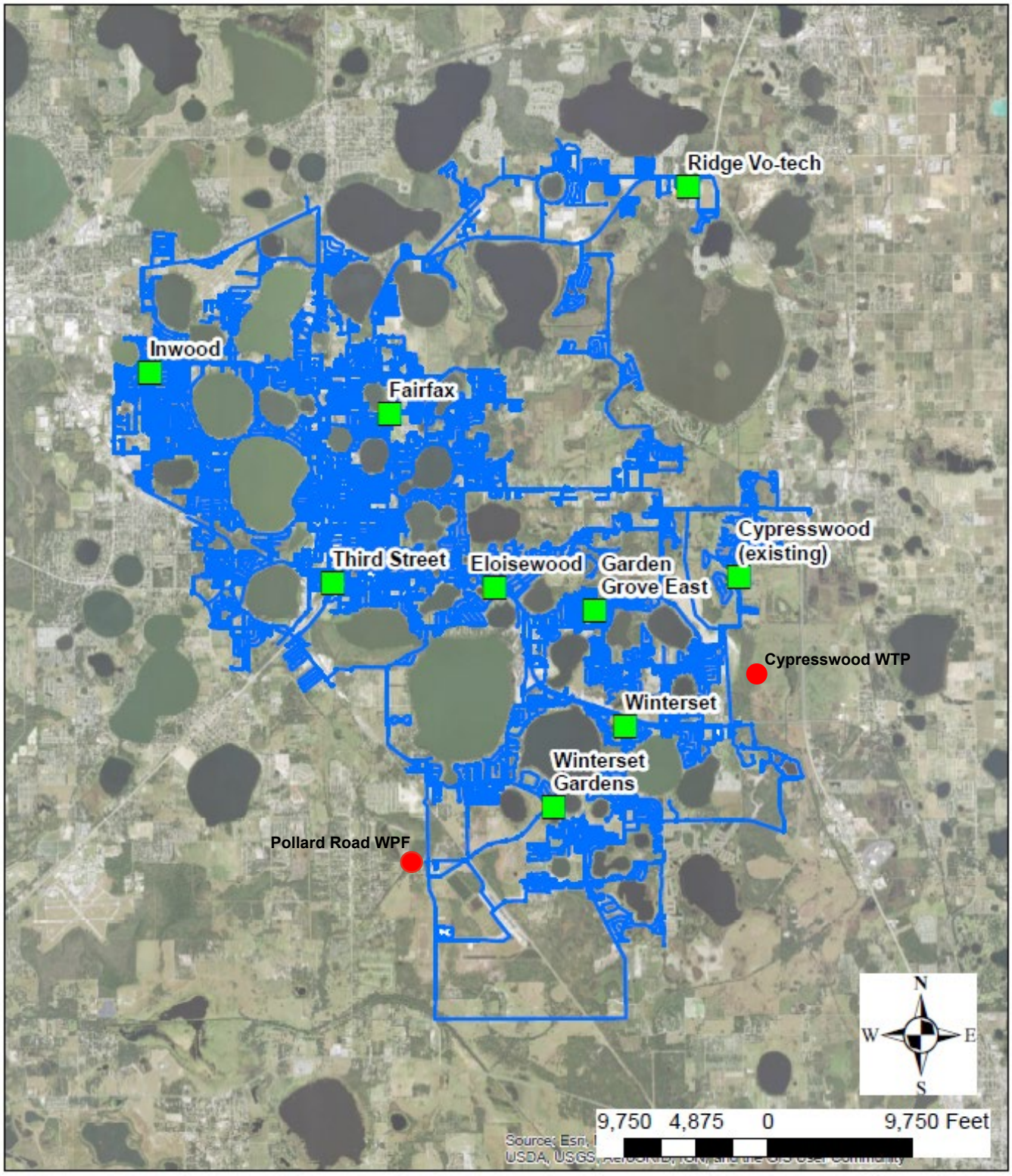
Authorization

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly elected officials or authorized designee, this SCOPE OF SERVICES in duplicate on the respective dates indicated below.

CONSULTANT	AtkinsRéalis	UTILITY	City of Winter Haven
SIGNED		SIGNED	
TYPED NAME	Daniel Parsons	TYPED NAME	T-Michael Stavres
TITLE	Senior Division Manager	TITLE	City Manager
DATE	5/4/2026	DATE	

ATTACHMENT A

AtkinsRéalis Fee Proposal Detail



Current Water Treatment Plants

Proposed Water Production Facilities

Water Distribution Mains

WATER TREATMENT PLANTS - LOCATION MAP

DATE: April 20, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Cypresswood Water Treatment Facility, Final Design and Construction Manager at Risk Support Services

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BACKGROUND

On July 8, 2019, the City awarded the design and permitting of the Cypresswood Water Treatment Facility (WTF) to Wright-Pierce based on the qualifications specified in the Request for Qualifications, RFQ-19-21. This work includes the replacement of the current WTF that has been in service since the 1970's. The preliminary design was completed in October 2025 and placed on hold until the production wells were completed and tested to determine the technological requirements. Due to jurisdictional constraints on water withdrawals from the Upper Floridan Aquifer (UFA), the City elected to explore the Lower Floridan Aquifer (LFA) as an unrestricted Alternate Water Supply (AWS) for the WTF. Two of the three proposed production wells are complete, providing the quantity and water quality data required to proceed with the design. The existing facility is currently permitted for 0.10 Million Gallons per Day (MGD) and will be decommissioned upon completion of the new 1.0 MGD plant. This facility is being constructed to meet current water demands and is designed for a future expansion capacity to 2.0 MGD.

With the Cypresswood WTF and the Pollard Road Water Production Facility (WPF) running concurrently through the design phase, the City determined that utilizing the economies of scale for construction solicitation- specifically the Construction Manager at Risk (CMAR) procurement method would produce the most cost effective and consistent approach for both facilities. As a member of the Polk Regional Water Cooperative (PRWC), the Pollard Road WPF is required to be operational by October 2028. Based on the construction schedule, both the Pollard Road WPF and Cypresswood WTF will be operational by October 2028.

The Wright-Pierce scope of work includes:

- Project Administration Services
- Updates of the Preliminary Design Report for regulatory review and funding opportunities
- Development and preparation of the final design, construction documents, and permits
- Act as support to Wharton-Smith, Inc., who is serving as the CMAR
- Provide Construction Engineering and Inspection (CEI) Services, final project permitting, and project closeout

FINANCIAL IMPACT

Funds are budgeted under project 6301-UTL-2601 in Fiscal Years 2026 through 2028 under account 402-08-301-6301 as reflected in the Five-Year Capital Improvement Plan. The estimated total professional services fee associated with the scope of services is not to exceed $4,690,225. The City retains the ability to renegotiate the fee for Design Services if the fees for design tasks exceed 11% of the CMAR's 30% cost estimate for construction, inclusive of the owner's contingency.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve the Cypresswood Water Treatment Facility, Final Design and Construction Manager at Risk Support Services to Wright-Pierce and authorize the City Manager, or his designee, to execute the scope of work and take any and all actions necessary thereto.

ATTACHMENTS

- Cypresswood WTF, Final Design and CMAR Support Services, Scope of Work, Wright-Pierce
- Water Plant – Location Map

WRIGHT-PIERCE
Engineering a Better Environment

601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
407.906.1776 | wright-pierce.com

April 24, 2026
WP Project No. 20558

Gary Hubbard, Water Department Director
City of Winter Haven
401 6th Street SW
Winter Haven, FL 33880

SUBJECT: Agreement – Planning Document, Design, Permitting, Bidding, Construction Engineering and Inspection Services for the Cypresswood Water Treatment Plant, Winter Haven, FL

Dear Gary,

As requested, please find attached, an Agreement to provide professional engineering services to the City of Winter Haven, FL associated with the Cypresswood Water Treatment Plant Improvement Project. The Agreement consists of planning, design, permitting, bidding, construction engineering and inspection services. The Agreement is based on the October 2025 Preliminary Design Report, the City's desire to use the same force draft aeration technology that will be used at the Pollard Road Water Treatment Plant, and that the Project will be constructed in three Guaranteed Maximum Price packages via Construction Management at Risk. A detailed scope of services is included in **Attachment A**.

We will commence our services upon the receival of a Notice to Proceed from the City. Lastly, we appreciate the opportunity to submit this Agreement and look forward to working with you and the City's staff on this important Project. Should you have any questions, please feel free to contact either Dennis Davis, Chris Baggett or myself.

Sincerely
WRIGHT-PIERCE

Steven C. Hallowell, PE
Senior Vice President
steve.hallowell@wright-pierce.com

Enclosure
cc: Mark Bombard, Winter Haven
Dennis Davis, WP
Chris Baggett, WP

PROFESSIONAL CONSULTING AGREEMENT
RFQ-19-21
CITY OF WINTER HAVEN
CYPRESSWOOD WATER TREATMENT PLANT IMPROVEMENTS
PLANNING DOCUMENT, DESIGN, AND C.E.I. SERVICES
SCOPE OF SERVICES – PART 4

Wright-Pierce, Inc. (CONSULTANT) entered into a Professional Consulting Agreement (AGREEMENT) with the City of Winter Haven, Florida (CITY) on September 10th, 2019. Pursuant to this AGREEMENT, the CITY has requested the CONSULTANT to provide certain professional engineering services in support of Cypresswood Water Treatment Plant Improvements Project (Project).

A. PROJECT BACKGROUND AND DESCRIPTION

The City of Winter Haven owns, operates, and maintains the Cypresswood Water Treatment Plant (WTP), located at 3140 Cypresswood Blvd., in the Cypresswood Golf Course and Country Club community. The WTP is located on the northeasterly side of the City of Winter Haven's utility service area. The WTP and distribution system supplies potable water to the Cypresswood community and is interconnected to the City's potable water distribution system along Dundee Road to the north and the Garden Grove area to the south.

The Cypresswood WTP was originally constructed around 1975 and was operated, and maintained by the Garden Grove Water Company, Inc. The WTP consists of a 100,000-gallon ground storage tank, an 8,000-gallon hydropneumatic tank, a control building housing a 12-inch diameter well with a 1,400-gpm vertical turbine well pump, two vertical turbine booster pumps, chlorine containment area, and a fluoride pump room. The WTP was purchased by the CITY in March 1998 and was interconnected to the CITY's municipal water system in January 2006.

The CITY completed a land swap deal for a nearby parcel where a new Cypresswood WTP will be constructed. The existing WTP will be demolished and the existing well will eventually be converted into a monitoring well. The new WTP will be located at the new parcel, Parcel ID 27290600000001020. Previous scopes for CONSULTANT included professional engineering services to prepare a Water Treatment Facilities Plan to support the State Revolving Fund (SRF) application process; preliminary and final design, permitting, preparation of bid documents; and construction engineering and inspection (C.E.I.) services to construct the new Cypresswood WTP.

Two groundwater wells at the new site have been constructed approximately 1,150 feet below land surface. Water quality testing was performed on October 23 and 24, 2025. The test results indicated that sulfide levels are high enough to warrant more advanced treatment other than tray aeration and chlorination, which have been implemented at the other CITY water treatment plants.

The July 2021 Facilities Plan for the new Cypresswood WTP SRF application process was prepared using tray aeration process and the Preliminary Design Report and Drawings dated October 2025 were prepared based on using ozone treatment technology to remove sulfide. An alternative process treatment analysis was conducted to determine a hydrogen sulfide treatment process for incorporation into the City's Pollard Road and Cypresswood WPFs. Forced Draft Aeration was selected as the preferred treatment technology. The CITY subsequently requested that the new WTP to use the same forced draft aeration technology for the new Pollard Road and Cypresswood WTPs. Due to the high hydrogen sulfide

concentrations and change in aeration process technology, the 2021 Facilities Plan and October 2025 Preliminary Design Report will need to be amended to reflect the new site and selected process system.

With the imperative to meet the PRWC schedule and an inflationary economy, the CITY determined it is in their best interest to engage a Construction Manager at Risk (CMAR). As a result, the CITY selected Wharton-Smith, Inc. of Sanford, FL as the CMAR. The intent is to utilize the CMAR project delivery method to provide value engineering services during design resulting in schedule and cost savings through early construction packages and pre-purchase of long-lead equipment. The CMAR proposes to develop and bid three guaranteed maximum price construction packages (GMPs) for the overall WPF project.

The three GMPs are separated into GMP 1, GMP 2, and GMP 3.

- GMP 1 will provide coordination between CONSULTANT and CMAR to develop bid packages to support early procurement of key equipment (most likely motor control centers, variable frequency drives, standby emergency generator, high service pumps and precast concrete storage tanks).
- GMP 2 will provide coordination between CONSULTANT and CMAR to prepare a bid package with applicable design drawings and technical specifications necessary to facilitate early on-site mobilization of CMAR forces to advance project site and piping work construction.
- GMP 3 will provide coordination between CONSULTANT and CMAR to develop the final design bid package, including design drawings, technical specifications, and associated documentation required for construction of the Cypresswood WTP.

The objectives of this AGREEMENT are to provide engineering services to:

- Update the Preliminary Design Report and Drawings dated October 2025 to reflect use of forced draft aeration technology.
- Develop final design and bidding documents to support CMAR's development of the three (3) guaranteed maximum price (GMPs) projects to be negotiated with the CITY.
- Provide bidding assistance, construction engineering and inspection (CEI) services.

B. SCOPE OF SERVICES

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

PHASE 100 – PROJECT MANAGEMENT

Task 101 – Project Management - Provide overall management of Project including contract administration, budget management, invoicing, monthly status reports, project scheduling, and coordination with CITY, CMAR and subconsultants.

Task 102 – Meetings - CONSULTANT shall coordinate the following anticipated workshops:

- Updated Facilities Plan Report Workshop
- Updated Preliminary Design Development Workshop
- Updated Preliminary Design Review Workshop
- Project Status Workshop Meetings

For each workshop meeting, CONSULTANT shall prepare a meeting agenda and a meeting summary cataloguing key decision points.

PHASE 200 – SUPPORT SERVICES

Task 201 – Subsurface Geotechnical Investigations

The CONSULTANT will retain the services of a Professional Geologist, licensed in the State of Florida, to perform a geotechnical analysis of the proposed site, including:

1. Site reconnaissance and stake borings.
2. Utility locates via Sunshine One Call.
3. Eleven (11) SPT borings (20 and 60 ft depths) within the project site and generally in the location of new structures.
4. Conduct ground penetration radar (GPR) and test pits to determine if the former wastewater treatment plant concrete structures are buried within the proposed project area.
5. Amend the October 2019 Geotechnical Report based on the findings and results of the STP, GPR and test pits.
6. Provide original hard copies of the report signed and sealed by a registered professional geotechnical engineer and a PDF copy.
7. Refer to Attachment A-2 for a copy of the Geotechnical proposal.

Task 202 – Miscellaneous Topographic Survey

The CONSULTANT will retain the services of a Professional Surveyor, licensed in the State of Florida, to perform miscellaneous topographic survey, including:

1. Location of STPs (before and after)
2. Location of test pits
3. Miscellaneous spot elevations
4. For this Task, we have assumed an allowance of $5,000 and retain the services of Chastain Skillman, Inc. of Lakeland, FL to perform the services.

PHASE 300 – STATE REVOLVING FUND LOAN ASSISTANCE

Task 301 – Update Facilities Plan

Based on the new proposed water treatment process for the Cypresswood WTP, update the July 2021 Facilities Plan to reflect the October 2025 groundwater water quality test results, change in process technology and updated construction costs and submit to the CITY and FDEP for State Revolving Funding. The Facilities Plan is to be prepared in accordance with the current FDEP CWSRF requirements. This task will also include the following:

Task 302 - Public Hearing

Consultant will prepare for and attend a public participation meeting as required for the adoption of the CWSRF Facilities Plan. Consultant will develop a PowerPoint presentation and present it at the public meeting. The PowerPoint presentation along with the sign-in sheet, and public advertisement will be included as an Appendix to the report. The CITY shall be responsible for advertising the project for the public meeting and for coordinating all meeting logistics, including, but not limited to, selection of the venue and on-site setup.

Task 303 - Request for Inclusion

CONSULTANT will support the CITY in the preparation and submittal of a Request for Inclusion form as incorporated in subsection 62-503.200(33), F.A.C. CONSULTANT will also provide all the required supporting documentation for each project identified herein to the FDEP for inclusion in the FY 2027 CWSRF priority list.

Task 304 - Response to FDEP Request for Information

CONSUTLANT will support the CITY in the preparation and submittal of formal responses to any Requests for Information issued by FDEP following the agency's review of the CWSRF Facilities Plan. This effort will include coordination with the City for the development of technical clarifications and provide any supplemental documentation necessary to address FDEP's comments. Wright-Pierce will provide these services for a period of up to 60 days following the CWSRF Facilities Plan submittal.

Provide electronic copy in PDF format of the updated draft Facility Plan shall be submitted to the CITY. Following the draft submission, the CONSULTANT will conduct a virtual Facility Plan Review Workshop with CITY to present the updated Facility Plan and discuss any comments. One final submission of the updated Facility Plan will be prepared and will incorporate the CITY's comments. The final revised submission will include an electronic copy in WORD and PDF formats.

PHASE 400 – SITE PLANNING – NOT USED

PHASE 500 – UPDATE PRELIMINARY DESIGN REPORT

Based on discussions with CITY, the CITY desires to update the proposed water treatment process for the Cypresswood WTP to be based on the use of forced draft aeration technology. As such, an updated Preliminary Design Report (PDR) with Preliminary Design Drawings are required. The CONSULTANT will prepare an updated PDR based on the results of the water quality testing performed in October 2025. This effort will also include updating/refining all the raw water well pumps and other process related calculations and hydraulics for the new facility. This document will serve as a basis for developing final design/bidding documents and for permitting with the Polk County Department of Public Health (PCDPH)/Florida Department of Environmental Protection (FDEP).

Task 501 – Preliminary Design Development

CONSULTANT will update previously developed design calculations and basis of design based on the forced draft aeration water treatment technology. The design basis flowrates will be as used previously.

Task 502 – Preliminary Design Drawings

CONSULTANT will update previously developed preliminary design drawings dated October 2025 for the new WTP process. The anticipated drawings with the updated PDR includes:

1. Cover with Location Map, General Notes & Drawing Index
2. Civil Drawings
    a. Existing site & demolition plans
    b. New site plans
    c. Site grading, drainage and piping plans

    d. Erosion control plans and details
3. Architectural Drawings
    a. Operations Building renderings, plans and elevations
4. Structural Drawings
    a. Operations Building plans and details
5. Process Drawings
    a. Process flow schematic
    b. Hydraulic profiles
    c. Raw water wells plan
    d. Ground storage tank plan and sections
    e. High service pumps plan and sections
    f. Forced draft aeration system plan and sections
    g. Chemical feed systems plans and sections
6. HVAC and Plumbing Drawings
    a. Operations Building plans and details
7. Instrumentation and Controls
    a. Network diagrams
    b. P&ID loop diagrams
    c. Utility Plan
8. Electrical Drawings
    a. Electrical site plans
    b. Single line diagrams
    c. Operations Building electrical plan

Task 503 – Preliminary Design Report (PDR)

Consultant will update the previously developed PDR based on using forced draft aeration water treatment technology. The updated PDR shall be used as the basis of design for the final design and to apply for the DOH/FDEP construction permit. Background conditions, process, equipment and structure descriptions, control narratives, construction cost estimates and implementation plan for the new facilities will be included in the report. CONSULTANT will prepare an electronic draft submission in PDF format of the updated PDR including Preliminary Drawings. The updated PDR will include evaluation of the following sections:

1. Executive Summary
2. Introduction
    a. Background
    b. Objectives
3. Existing Conditions
    a. Existing WTP site
    b. Proposed WTP site
    c. Floodplain Mapping
    d. Soils Information
4. Proposed Site Facilities
    a. Stormwater Treatment
    b. Vehicular Traffic Pattern
    c. Perimeter Fencing
5. Process Design Criteria
    a. WTP Capacity

b. Raw and Treated Water Quality
c. Site Layout
d. Process Flow and Unit Processes
    i. Raw Water Supply Wells
    ii. Ground Storage Tanks
    iii. High Service Pumps
    iv. Forced Draft Aeration System
    v. Chemical Feed Systems
e. Buildings and Structures
f. Operations Building
    i. Architectural
    ii. Materials
    iii. HVAC & Plumbing
    iv. Fire Suppression
    v. Security System
    vi. Electrical and Controls
    vii. Instrumentation and Controls
g. Emergency Generator System

6. Implementation
    a. Construction Schedule
    b. Opinions of Probable Costs
7. Permitting Considerations
    a. Specific Permit to Construct Public Water System Components (PCHD)
    b. Environmental Resource Permit (FDEP)
    c. Domestic Wastewater Collection System/Transmission Construction Permit (FDEP)
    d. City of Winter Haven
        i. Site Development Approval Process
        ii. Building Permit

Provide electronic copy in PDF format of the updated draft report and drawings shall be submitted to the CITY and CMAR. Following the draft submission, the CONSULTANT will conduct an in person PDR Review Workshop with CITY to present the updated PDR and discuss any comments. One final submission of the updated PDR including Preliminary Drawings (30% design level) will be prepared and will incorporate the CITY's and CMAR comments. The final revised submission will include an electronic copy in PDF formats. CONSULTANT will post the draft and final PDR and drawings on CONSULTANT SharePoint FTP site to be access and downloaded by CITY and CMAR.

PHASE 550 – CMAR SUPPORT AND COORDINATION

CONSULTANT will coordinate with CMAR in support of the following tasks by CMAR throughout the design and GMP development stages:

- Develop and update detailed "open book" cost GMP models based on current market conditions to confirm budgets and help guide design decisions.
- Develop a construction management plan and schedule in advance of construction with input from CONSULTANT.
- Provide alternative system evaluations and constructability reviews in coordination with the CONSULTANT and the CITY.
- Develop long-lead procurement strategies for early procurement of long-lead key equipment.

- Develop early procurement bid packages (GMP 1)
- Develop early site work bid package (GMP 2)
- Develop a final construction bid package (GMP 3)
- Initiate construction permitting process.

The relationship between CMAR and CONSULTANT is intended to be collaborative, with both participating as advisors to the CITY during the final design and construction phases. The following CMAR coordination tasks will be performed and completed by the CONSULTANT during the final design phase of the Project.

Task 551 – General Coordination and Meetings

Partnering efforts established during the preliminary engineering phase will continue during the final design and GMP development phases of the project. Regular coordination and design meetings will be required between CITY staff, CMAR, and CONSULTANT to:

- Solicit input from the CMAR during final design efforts as appropriate.
- Provide input to construction management plan and schedule development.
- Evaluate alternative systems and materials proposed or suggested by the CMAR.
- Respond to constructability review comments.
- Provide input to maintenance of plant operations (MOPO) plan and schedule.
- Attend subcontractor pre-selection meetings conducted by CMAR as appropriate.

The CMAR shall prepare meeting agenda and meeting minutes. CONSULTANT will review meeting minutes and provide comments within three (3) business days after the minutes are available.

Task 552 – Cost Model and GMP Review

ONSULTANT will review and provide input to the CITY and CMAR on the initial cost model developed by CMAR. This model will be used to develop GMPs 1, 2 and 3. Cost model and GMP validation activities by CONSULTANT will include the review of:

- Direct and indirect costs
- Subcontractor and supplier quotes
- CMAR contingency
- General conditions and requirements costs
- Bonds and insurances
- Taxes
- Owner direct purchase opportunities
- CMAR fee
- Anticipated escalation

Following review of the above cost elements, CONSULTANT will compare project costs with current, comparable projects and provide a summary review of the GMP for consideration by the CITY.

CONSULTANT will assist and coordinate with CITY in developing the total project cost including accepted GMP costs, engineering design, and construction administration services fees.

Task 553 – GMP 1 – CMAR Equipment Procurement and GMP 2 - Early Site Work

Two early GMP packages are anticipated for this project. The first is GMP 1 – CMAR Equipment Procurement Phase, for the early purchase of major long-lead time equipment. The second is for GMP 2 – Early Work Phase, for early on-site mobilization of CMAR forces to advance site work construction.

- GMP 1 – CMAR Equipment Procurement:
  - CONSULTANT will coordinate with CMAR and CITY to identify key equipment items to be included in GMP1 and will prepare applicable design drawings and technical specifications required for each equipment bid package. Upon completion of the packages and following CITY review, CONSULTANT will resolve comments and assist CMAR with procurement process. It is assumed that there will be ten (10) separate equipment bid packages. CONSULANT will provide bid documents in electronic PDF format.
- GMP 2 – Early Site Work:
  - CONSULTANT will coordinate with CMAR to identify the elements to be included in GMP 2 and will prepare applicable design drawings and technical specifications required for this bid package which is anticipated to include site work, basin structures, site piping and duct banks. CONSULANT will provide bid documents in electronic PDF format.

Task 554 – Requests for Information's (RFIs)

CONSULTANT will consider written questions from bidders related to the PROJECT during each of the three bidding phases and as appropriate, prepare and/or assist CMAR with preparation of addenda as required to interpret or clarify the Construction Bidding Documents. CONSULTANT will submit addenda information to the CITY and CMAR in a timely manner that allows reception of addenda by bidders no later than a minimum of five (5) days prior to bid opening date.

Task 555 – Bid Evaluation & Recommendation

GMP 1 Phase: CONSULTANT will assist CMAR with review and evaluation of bids and submittals from equipment vendors and assist with making recommendations to CITY regarding award of each equipment procurement. It is anticipated that there will be ten (10) separate equipment bid packages.

GMP 2 & 3 Phases: CONSULTANT will assist CMAR with review and evaluation of bids for GMP2 & GMP3 low bidder unit prices, experience and references and assist with making recommendations to the CITY regarding the award of each construction contract.

PHASE 600 – FINAL DESIGN DOCUMENTS FOR GMP 3 – Project Construction Phase

Based on the PDR, CONSULTANT will coordinate with CMAR to prepare final plans, specifications, and associated documents required to facilitate development of GMP 3 – Project Construction Phase, along with an updated construction schedule, and to support the construction permitting effort.

CONSULTANT shall prepare final Contract Documents with the updated water treatment process, including drawings and specifications suitable for inviting construction bids for this project. The technical specifications will utilize Construction Specifications Institute (CSI) 16-division. The Contract Documents will include the following disciplines: civil, architectural, structural, mechanical, HVAC, plumbing, electrical, and instrumentation. The CITY is expected to provide the front-end and General Conditions (Division 0) to be included with the technical specifications developed by CONSULTANT. CONSULTANT will

utilize AtkinsRealis (AR) Pollard Road Water Production Facility technical specifications as a base. CONSULTANT will review and modify AR technical specifications as necessary to meet the design requirements of this Project. CONSULANT will supplement AR and modify technical specifications, as necessary, with CONSULTANT technical specifications for this Project.

The final design will be based on the approved updated PDR. The major design elements include:

- Site/Civil Layout
- Raw Water Well Pumps
- Water Treatment Process System
- Ground Storage Tank
- Chemical Storage and Injection System
- High Service Pumps
- Forced Draft Aeration System
- Emergency Generator System
- Power System
- Operations Building
- Security System
- Fire Alarm System

Task 601 – 60% Design Documents

CONSULTANT shall progress the design documents to an overall 60% design completion level and shall provide coordination, quality management, and technical review and provide 60% design documents, consisting of the following:

1. Post an electronic copy of drawings in PDF format on CONSULTANT SharePoint FTP site for the CITY and CMAR to download.
2. Post an electronic copy of technical specifications in PDF format on CONSULTANT SharePoint FTP site.

CITY will review the submittal within two weeks and provide comments to be addressed in the 90% submittal. CONSULTANT shall meet with CITY and CMAR at the 60% Design Review Workshop to discuss the design review comments.

Task 602 – 90% Design Documents

CONSULTANT shall address CITY and CMAR comments from the 60% Design Review Workshop and progress the design documents to 90% design completion. CONSULTANT shall provide coordination, quality management, and technical review and provide the 90% design documents, consisting of the following:

1. Post an electronic copy of drawings in PDF format on CONSULTANT SharePoint FTP site for the CITY and CMAR to download.
2. Post an electronic copy of Technical Specifications in PDF format on CONSULTANT SharePoint FTP site for the CITY and CMAR to download.

CITY will review the submittal within two weeks and provide comments to be addressed in the 100% submittal. The CONSULTANT shall meet with the City at the 90% Design Review Workshop (Task 102) to discuss the design review comments.

The CITY shall provide a draft copy of the City's front-end (Division 0) for review and comment by CONSULTANT for overall coordination and conformance with SRF loan requirements.

Task 603 – 100% Design Documents

The CONSULTANT shall address CITY comments from the 90% Design Review Workshop and progress the design documents to the final design completion level. CONSULTANT shall provide coordination, quality management, and technical review and provide the 100% design documents, consisting of the following:

1. Post an electronic copy in PDF format of the drawings on CONSULTANT SharePoint FTP site for the CITY and CMAR to download.
2. Post an electronic copy in PDF format Technical specifications on CONSULTANT SharePoint FTP site for CITY and CMAR to download.
3. Comments/edits to the CITY's front-end (Division 0) documents to address compliance with SRF requirements.

PHASE 700 – PERMITTING SERVICES

Task 703 – Permitting

CONSULTANT shall assist in the preparation and submission of permits for the WTP construction. For each required permit, CONSULTANT shall attend one (1) pre-application meeting with the permitting agency and prepare a meeting summary, submit the permit application and respond to up to one (1) Request for Additional Information (RAI) for each permit.

A Specific Permit to Construct Public Water System Components to be acquired from the PCHD is already included in the Project. Anticipated additional permits that are included in this task are:

- FDEP Environmental Resource Permit (ERP)
- FDEP Domestic Wastewater Collection/Transmission System Construction Permit
- City of Winter Haven Site Plan Review/Building Permit
    - Upon approval by CITY, submit Site Plan to City's Development Review Committee (DRC) for review and comment.
    - Attend one (1) DRC meeting and coordinate with CITY during the review process.
    - Update Site Plan based upon DRC comments
- Power Company Coordination

The CONSULTANT shall also provide electronic, signed/sealed sets of Conformed Documents for CMAR's procurement of building permits, construction permits, and other required permits.

PHASE 800 – CONSTRUCTION ADMINISTRATION SERVICES

Task 801 – Value Engineering – Not used

Task 802 – Project Management During Equipment Procurement (GMP 1)

General Coordination

GMP 1 – CMAR Equipment Procurement: The CONSULTANT shall facilitate communications between the CITY, CONSULTANT's project staff, and CMAR staff. It is anticipated that GMP1 process will take four (4) months to complete and that there will be ten (10) equipment packages.

Progress Reporting and Invoicing

- Progress Reports:
- CONSULTANT shall provide CITY with monthly status reports outlining tasks performed by CONSULTANT for the previous month with a general narrative of the GMP1 Equipment Procurement progress.
- Invoices:
  - Invoices will detail contract amount, percent complete, and remaining budget for each task.

Equipment Procurement Contract Documents

CONSULTANT shall provide electronic copies in PDF format of equipment procurement bidding documents to CITY and CMAR. A total of ten (10) separate equipment procurement packages is anticipated.

Procurement Schedule Review

The CONSULTANT will review and respond to updates to schedules prepared and submitted by the CMAR for updates of equipment procurement progress.

Bi-Weekly Progress Meetings assumed four (4) months schedule with up to eight (8) meetings)

CMAR shall prepare meeting agenda and generate meeting minutes. CONSULTANT will review meeting minutes and provide comments within three (3) business days after minutes are available.

Task 803 – Project Management During Construction (GMP 2 and GMP 3)

General Coordination

CONSULTANT shall manage scope, schedule, and budget of GMP2 - CMAR Early Site Work Phase and GMP 3 – Project Construction, coordinate project activities and facilitate communications between the CITY, CONSULTANT's project staff, and CMAR. CONSULTANT will attend bi-weekly progress meetings with CITY and CMAR. It is anticipated that GMP 2 will take up to eight (8) months to complete and that GMP 3- Project Construction will take up to eighteen (18) months to complete.

Progress Reporting and Invoicing

- Progress Reports:
  - CONSULTANT shall provide CITY with a monthly status report outlining tasks performed by CONSULTANT for the previous month for each phase of project with a general narrative of construction progress. This report will be attached to the CONSULTANT's pay application and will include:
    - Work completed during invoicing period.
    - Planned work during upcoming invoice period.
    - Project Status Summary highlighting project concerns, including those related to the budget or schedule.
    - Project schedule showing completion percentages and any revised dates to major milestones and deliverables.
- Invoices:
  - Invoices will detail contract amount, percentage complete, and remaining budget for each task. Invoices will be submitted with the following documents:
    - Progress Report summarizing work completed during the invoice period.
    - Anticipated monthly cost projections, including a graphical forecast of costs for the remaining GMP 2 and GMP 3 construction phase services.

Construction Schedule Review

CONSULTANT will review and respond to monthly updates to Critical Path Method (CPM) schedules for each project as prepared and submitted by CMAR for conformance with construction progress.

Pre-Construction Meeting

CONSULTANT shall attend one (1) pre-construction meeting for each project and prepare a meeting agenda and meeting summary. The CONSULTANT shall lead the technical discussion during the meeting, while the CITY will lead the administrative discussion related to the Project.

Contract Documents

The CONSULTANT shall provide five (5) hardcopies and one (1) PDF set of conformed construction drawings and technical specifications for each project for distribution to the CITY and the selected CMAR. The conformed construction drawings and technical specifications shall incorporate changes and clarifications to the documents during the bid phase.

Bi-Weekly Progress Meetings

CMAR shall prepare meeting agenda and generate meeting minutes. CONSULTANT will review the meeting minutes and provide comments within three (3) business days after the minutes are available. Allowance for miscellaneous meetings is included in this task for meetings to address specific field or administrative issues. It is assumed that GMP 2 will take eight (8) months to complete with sixteen (16) meetings and that GMP 3 will take eighteen (24) months to complete with thirty-six (48) meetings.

Task 807 – Engineering Services During GMP 2 and GMP 3 Construction

Submittal Review

GMP2 and GMP3 - The CONSULTANT will review an assumed number of submittals, including shop drawings, results of tests and inspections, and other construction-related data.

- Review Process:
  - CONSULTANT will review each submittal, assign an appropriate status (No Exceptions Taken, Conditional as Noted, Revise and Resubmit, or Rejected) and provide feedback on necessary modifications. The typical review duration is 14 calendar days or less; however, complex or large submittals may require up to 28 calendar days for review. The CMAR and the CONSULTANT will mutually agree on submittals requiring a review duration greater than 14 calendar days.
- Submittal Log Tracking:
  - CONSULTANT will aid in maintaining and updating a submittal log developed by CMAR that will include receipt and return dates, revision requirements, and final statuses.

Requests for Information (RFIs)

CONSULTANT shall provide technical clarification drawings and technical specifications, in response to an assumed number of CMAR/Contractor initiated Requests for Information (RFIs).

Contract Administration

CONSULTANT will coordinate with CMAR to provide support for the following tasks:

- Equipment Vendor Pay Application Reviews
- Schedule Reviews
- Change Order Reviews
- Bi-Weekly Progress Meetings

Site Visits

The CONSULTANT's Engineer of Record (EOR) shall conduct monthly site visits to observe compliance with contract documents. CONSULTANT's design discipline engineers shall conduct site visits during construction phase(s) as appropriate to evaluate general compliance with the requirements of the contract documents and design intent and assist in the resolution of RFIs.

CMAR Pay Applications Review

CONSULTANT will review draft pay applications prepared by CMAR. When reviewing the schedule of values, CONSULTANT will review schedule updates, progress reports, confer with RPRs, and check for mathematical errors to determine if CMAR's payment request is valid.

Review of Manufacturers' Operation and Maintenance Manuals

CONSULTANT shall review manufacturers' Operation and Maintenance (O&M) manuals to ensure they include catalog cuts/shop drawings, performance criteria, installation instructions, maintenance and troubleshooting guides, manufacturer contact information, and replacement parts lists. A log will be

developed to track O&M submittals' completion. At project close-out, an electronic copy of the O&Ms will be provided to CITY.

Start-Up Services

The CONSULTANT will witness performance testing for each major facility and associated components once operational readiness has been verified by the CMAR. The CMAR will facilitate the planning, scheduling and sequencing of activities, and manufacturer-provided training for Operations Staff.

- CMAR Start-Up Plans:
  - CONSULTANT will review CMAR's start-up plan for select equipment & systems.
- Performance Testing:
  - CONSULTANT will witness CMAR's performance testing services on select systems.
- Operational Verification:
  - CONSULTANT will confirm that major process systems, including mechanical and process equipment systems, electrical systems and instrumentation system components, function correctly under normal operating conditions.
- Instrumentation and Software Integration:
  - CONSULTANT will witness verification of instrumentation system components and control software concurrently with start-up and testing activities.
- Operator Training:
  - CONSULTANT will assist with select treatment processes operator training sessions.

Substantial and Final Completion Inspection

Upon substantial completion of the project, CONSULTANT shall coordinate a project walk-through with CMAR, RPR, and CITY staff. A professional from each CONSULTANT's discipline will inspect the work completed as appropriate and identify deficiencies. A punch-list will be developed to document any uncompleted items and submitted for review by CITY and CMAR.

Upon notification by CMAR of Final Completion, CONSULTANT and CITY will verify completion of the punch-list items. Once in agreement, CONSULTANT will request from CMAR the following:

- Certification that all obligations for payment for labor and equipment have been paid.
- Certification that all bonds and insurance required by contract are in effect and will not be cancelled.
- Written surety for final payment.
- Certifications and permit close-out documents.
- Final release of lien.

Record Drawings

Based on red-lined drawings and As-Built surveys provided by CMAR, CONSULTANT will prepare electronic record drawings and submit draft drawings to CITY for review.

After CITY review of draft, CONSULTANT shall finalize Record Drawings including:

- The Record Drawings shall be the same drawings in number and title as the approved construction permit set and shall contain a record drawing date.

- All buried valves and fittings will be located with dimensional ties or be GPS located to sub-foot (survey) accuracy by the CMAR and provided to the CONSULTANT [As applicable].
- Upon approval of Record Drawings, Consultant shall submit to CITY:
  - A CD containing plan sheets in PDF format.

Project Closeout

CONSULTANT shall prepare and submit to the appropriate CITY and state agencies, permitting documents to close out project permits acquired during the Final Design Phase.

Task 808 - SRF Compliance Monitoring

The CONSULTANT will coordinate with CMAR to review the Contractor's and Sub-Contractor's weekly certified payrolls for compliance with the Davis-Bacon Act requirements and notify the Contractor and CITY of any exceptions. The CMAR and Contractor will collect the certified payrolls, including sub-Contractors certified payrolls, and timely submit to CONSULTANT for review. MBE/WBE utilization reports (if required by the FDEP) will be submitted with the monthly pay applications by the CMAR. The CONSULTANT will conduct the on-site labor interviews as required by the FDEP. The CITY will coordinate with the FDEP to settle any issues relating to the Davis-Bacon requirements, MBE/WBE requirements, or other compliance process requirements.

Task 1000 – Resident Project Representative (RPR) (GMP 2 and GMP 3)

Resident project representative services for the Project is not included within this Amendment. CONSULANT will provide a separate amendment to provide resident project representative services upon request from the CITY at a later date.

Task 2000 – Owner Contingencies

Per the request of the CITY, an allowance not to exceed ***$50,000*** is included for additional, unanticipated work as identified and authorized by the CITY. The allowance shall not be used by CONSULTANT without prior written authorization by the CITY.

C. DELIVERABLES

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

Task/PHASE	Activity	Deliverables
101	Project Management	Monthly invoices and status updates
102	Meetings	Meeting agenda and minutes
300	Updated Facilities Plan	• Updated Draft Facilities Plan in electronic PDF format • Updated Final Facilities Plan in electronic PDF format • Request for Inclusion document • Responses to FDEP's RFIs
500	Updated Preliminary Design Report	• Updated Draft Preliminary Design Report in electronic PDF format • Updated Final Preliminary Design Report electronic copy in PDF format
550	CMAR Support and Coordination	• GMP 1 Bidding Package in electronic PDF format • GMP 2 Bidding Package in electronic PDF format • Meeting Agendas and Minutes • Cost Model & GMP Reviews • Request for Information Responses • Bid Evaluation and Recommendations
601	GMP 3 60% Design Documents	• Design drawings in electronic PDF format. • Technical specifications in electronic PDF format.
602	GMP 3 90% Design Documents	• Design drawings in electronic PDF format. • Technical specifications in electronic PDF format.
603	GMP 3 100% Design Documents	• Design drawings in electronic PDF format. • Technical specifications in electronic PDF format.
700	Permitting	• Permitting package submittals • RAI responses
802	Project Management During Construction Equipment Procurement (GMP 1)	• Progress Reports and Invoicing • Schedule Review • Comments on Biweekly meeting
802	Project Management During Construction (GMP 2 and GMP 3)	• Progress Reports and Invoicing • Pre-Construction meeting and agenda • Schedule Review • Comments on Biweekly meeting
803	Project Management During Construction (GMP 3)	• Progress Reports and Invoicing • Pre-Construction meeting and agenda • Conformed drawings in electronic PDF format. • Conformed Technical specification in electronic copy in PDF format. • Schedule Review • Comments on Biweekly meeting
807	Engineering Services During Construction (EOR/Office) (GMP 1)	• Shop drawing review comments • RFI Responses • Pay Application Review • Schedule Review • Signed Change Orders
808	SRF Compliance Monitoring	• Electronic copies of certified payrolls and documents.

D. SCHEDULE

Project will begin after CONSULTANT receives a written Notice-to-Proceed (NTP) and an executed copy of this AGREEMENT. CONSULTANT will coordinate with CITY and CMAR on overall Project schedule. It is anticipated that design, permitting, and construction of the project will require up to 36 months to complete. It is estimated that the amended Preliminary Design Report will be submitted within two months of NTP. Final design services will require nine months (60% contract documents 90 days from NTP; 90% contract documents 90 days after receiving comments on the 60% submittal from the CITY and CMAR; and final contract documents 60 days after receiving comments on the 90% submittal from the CITY and CMAR. Permitting services will be concurrent to the final design phase with a duration of approximately three months. The construction schedule is expected to be 18 months with an additional 6 months for Project Closeout Activities.

E. COMPENSATION

For Scope Items described above, we proposed a not-to-exceed, lump sum fee of ***$4,690,225.00***. Compensation for the services performed under this AGREEMENT shall be on a percent complete basis as outlined in the table below. A detailed fee breakdown is provided in **Attachment A-1**.

TABLE – FEE ESTIMATE SUMMARY

Task/Phase Number	Task Description	Task Cost
	Engineering Services	
100	Project Management	$199,725.00
200	Support Services	$55,290.00
300	Facilities Plan Update	$39,815.00
500	Updated Preliminary Design Report	$188,475.00
550	CMAR Support and Coordination GMP 1 & GMP 2	$312,575.00
600	Final Design Documents GMP 3	$2,499,750.00
700	Permitting Services	$126,470.00
800	Construction and Administration Services	$1,218,125.00
1000	Resident Project Representative Services	TBD
2000	Owner Contingency	$50,000.00
	Total	**$4,690,225.00**

F. CITY'S and CMAR RESPONSIBILITIES

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

- Provide requested data in the timeframe outlined with each request (no more than seven calendar days per request).
- Review and provide a consolidated list of review comments for each submittal.
- CITY and CMAR to perform reviews within two weeks per submittal.
- Provide access to the site for visits.
- For any permits requiring the signature of CITY, sign and return within 7 days of receipt.

- CMAR will be responsible for preparing the Opinion of Probable Construction Costs for each Phase.
- Pay for all permits related to this Project.

G. SERVICES NOT INCLUDED

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

- Legal services or review
- Property acquisition services
- Property and topographical surveys
- Environmental and hazardous materials services
- Update to Facilities Plan
- Asset management
- Computerized maintenance management software and evaluation
- Resident project representative services

H. ASSUMPTIONS

The Scope of Services and Compensation arrangement outlined in this AGREEMENT are based on the following assumptions:

- CITY selected Warton-Smith for CMAR.
- The new WTP will be constructed at the new parcel ("proposed site") procured by CITY.
- This Scope of Services is based upon the design basis assumptions from previous scopes of work.
- CITY and CMAR will provide written responses to all reports, drawings and technical specifications within two weeks of the documents being posted on CONSULTANT SharePoint FTP site.
- The City retains the ability to renegotiate the fee for Design Services (Tasks 100-800) if the fees herein for this task exceed 11% of the CMAR's 30% cost estimate for construction, inclusive of the CMAR's owner's contingency. The CITY retains the ability to renegotiate the fee for Services During Construction (Task 900) if the fees herein for this task exceed 5% of the CMAR's 30% cost estimate for construction, inclusive of the CMAR's owner's contingency. CMAR will provide a detailed copy of the 30% construction cost estimate to CONSULTANT.

I. ADDITIONAL SERVICES

During CONSULTANT's work on the Project, it may become apparent to CONSULTANT that Additional Services not included in the provided Scope of Services are desired. CONSULTANT will undertake to provide such Additional Services upon CITY'S written authorization of additional compensation, as required to provide said services.

This Agreement to be effective as of the date that the amended PURCHASE ORDER is issued for this TASK ORDER.

WRIGHT-PIERCE, INC.

Signature:



Steven C. Hallowell, P.E., Sr. Vice President

Date: 4/24/26

Attachment A-1
Fee Summary

Project Task Description	Principal		Client Manager		QA/QC Officer		Senior Project Manager		Lead Process Engineer		Structural Engineer		Electrical Engineer		Architect		HVAC/Plumb. Engineer		Instrumentation Engineer		Civil Engineer		Project Engineer		Struc CAD		Elec & I/C CAD		ARCH CAD		HVAC CAD		C, Process CAD Designer		Administration		RPR Florida		Labor Subtotal		Subconsultant Expenses	Subconsultant Fee Markup	Direct Reimbursables	Subtotal Task
	Rate = $315	$315.00	Rate = $270	$270.00	Rate = $295	$295.00	Rate = $270	$270.00	Rate = $265	$265.00	Rate = $275	$275.00	Rate = $275	$275.00	Rate = $250	$250.00	Rate = $225	$225.00	Rate = $275	$275.00	Rate = $225	$225.00	Rate = $160	$160.00	Rate = $135	$135.00	Rate = $135	$135.00	Rate = $135	$135.00	Rate = $135	$135.00	Rate = $165	$165.00	Rate = $105	$105.00	Rate = $180	$180.00			Funding	15%		
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Berryhill			
PHASE 100 - PROJECT MANAGEMENT																																									
Task 101 - Project Management																																									
101.1 Project Management	10	$3,150.00	0	$0.00	0	$0.00	100	$27,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	85	$13,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	30	$3,150.00	0	$0.00	225	$46,900	$0.00	$0.00	$0	$46,900
102 Monthly Status Updates and Invoices	5	$1,575.00	0	$0.00	0	$0.00	150	$40,500.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	85	$13,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	35	$3,675.00	0	$0.00	275	$59,350	$0.00	$0.00	$0	$59,350
101.3 Project Coordination	5	$1,575.00	0	$0.00	0	$0.00	100	$27,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	80	$12,800.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	35	$3,675.00	0	$0.00	220	$45,050	$0.00	$0.00	$0	$45,050
Subtotals	20	$6,300.00	0	$0.00	0	$0.00	350	$94,500.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	250	$40,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	100	$10,500.00	0	$0.00	720	$151,300	$0.00	$0.00	$0	$151,300
Task 102 - Meetings																																									
102.1 Updated Preliminary Design Development Workshop	5	$1,575.00	0	$0.00	0	$0.00	25	$6,750.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$1,375.00	5	$1,125.00	10	$1,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$525.00	0	$0.00	50	$12,950	$0.00	$0.00	$500	$13,450
102.2 Updated Preliminary Design Review Workshop	5	$1,575.00	0	$0.00	0	$0.00	25	$6,750.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$1,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$525.00	0	$0.00	45	$10,450	$0.00	$0.00	$500	$10,950
102.3 Project Status Meetings (3)	5	$1,575.00	0	$0.00	0	$0.00	25	$6,750.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$4,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$1,050.00	0	$0.00	65	$13,375	$0.00	$0.00	$500	$13,875
102.4 Owner/ Developer Meetings (1)	5	$1,575.00	0	$0.00	0	$0.00	25	$6,750.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$800.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$525.00	0	$0.00	40	$9,650	$0.00	$0.00	$500	$10,150
Subtotal	20	$6,300.00	0	$0.00	0	$0.00	100	$27,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$2,375.00	5	$1,125.00	50	$8,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$2,625.00	0	$0.00	200	$46,425	$0.00	$0.00	$2,000.00	$48,425.00
PHASE 100 - TOTAL	40	$12,600.00	0	$0.00	0	$0.00	450	$121,500.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$1,375.00	5	$1,125.00	300	$48,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	125	$13,125.00	0	$0.00	920	$197,725	$0.00	$0.00	$2,000.00	$199,725.00
PHASE 200 - SUPPORT SERVICES																																									
Task 201 - Geotechnical Investigations																																							10			
201.1 Subsurface Geotechnical Investigations	2	$630.00	0	$0.00	0	$0.00	4	$1,080.00	0	$0.00	2	$550.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$320.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$660.00	1	$105.00	0	$0.00	15	$3,345	$37,225.00	$5,584.00	$651	$46,805
Subtotal	2	$630.00	0	$0.00	0	$0.00	4	$1,080.00	0	$0.00	2	$550.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$320.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$660.00	1	$105.00	0	$0.00	15	$3,345	$37,225.00	$5,584.00	$651	$46,805
Task 202 - Survey																																									
202.1 - Survey	1	$315.00	0	$0.00	0	$0.00	4	$1,080.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$320.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$330.00	1	$105.00	0	$0.00	10	$2,150	$5,000.00	$750.00	$585	$8,485
Subtotal	1	$315.00	0	$0.00	0	$0.00	4	$1,080.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$320.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$330.00	1	$105.00	0	$0.00	10	$2,150	$5,000.00	$750.00	$585	$8,485.00
PHASE 200 - TOTAL	3	$945.00	0	$0.00	0	$0.00	8	$2,160.00	0	$0.00	2	$550.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$640.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	6	$990.00	2	$210.00	0	$0.00	25	$5,495	$42,225.00	$6,334.00	$1,236.00	$55,290.00
PHASE 300 - SRF LOAN ASSISTANCE																																									
301 Update Facilities Plan	0	$0.00	1	$270.00	2	$590.00	17	$4,590.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	50	$8,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$1,050.00	0	$0.00	80	$14,500	$0.00	$0.00	$0	$14,500
302 Public Hearing	0	$0.00	5	$1,350.00	0	$0.00	25	$6,750.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$4,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$1,050.00	0	$0.00	65	$13,150	$0.00	$0.00	$1,000	$14,150
303 Request for Inclusion	0	$0.00	1	$270.00	0	$0.00	15	$4,050.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	15	$2,400.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$420.00	0	$0.00	35	$7,140	$0.00	$0.00	$0	$7,140
304 Response to FDEP for Inclusion	0	$0.00	0	$0.00	0	$0.00	10	$2,700.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$800.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$525.00	0	$0.00	20	$4,025	$0.00	$0.00	$0	$4,025
Subtotal	0	$0.00	7	$1,890.00	2	$590.00	67	$18,090.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	95	$15,200.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	29	$3045.00	0	$0.00	200	$38,815	$0.00	$0.00	$1,000.00	$39,815.00
PHASE 300 - TOTAL	0	$0.00	7	$1,890.00	2	$590.00	67	$18,090.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	95	$15,200.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	29	$3,045.00	0	$0.00	200	$38,815	$0.00	$0.00	$1,000.00	$39,815.00
PHASE 400 - SITE PLANNING																																									
Subtotal	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00
PHASE 400 - TOTAL	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00
PHASE 500 - PRELIMINARY DESIGN DEVELOPMENT																																									
501 Preliminary Design Development	20	$6,300.00	0	$0.00	20	$5,900.00	20	$5,400.00	0	$0.00	25	$6,875.00	25	$6,875.00	20	$5,000.00	20	$4,500.00	20	$5,500.00	20	$4,500.00	30	$4,800.00	20	$2,700.00	20	$2,700.00	20	$2,700.00	20	$2,700.00	20	$3,300.00	10	$1,050.00	0	$0.00	330	$70,800	$0.00	$0.00	$500	$71,300
502 Preliminary Design Drawings	20	$6,300.00	0	$0.00	20	$5,900.00	20	$5,400.00	0	$0.00	25	$6,875.00	25	$6,875.00	20	$5,000.00	20	$4,500.00	20	$5,500.00	20	$4,500.00	30	$4,800.00	20	$2,700.00	20	$2,700.00	20	$2,700.00	20	$2,700.00	20	$3,300.00	10	$1,050.00	0	$0.00	330	$70,800	$0.00	$0.00	$1,500	$72,300
503 Preliminary Design Report	20	$6,300.00	0	$0.00	20	$5,900.00	20	$5,400.00	0	$0.00	5	$1,375.00	20	$5,500.00	10	$2,500.00	10	$2,250.00	20	$4,500.00	30	$4,800.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	20	$2,100.00	0	$0.00	0	$43,375	$0.00	$0.00	$1,500	$44,875
Subtotal	60	$18,900.00	0	$0.00	60	$17,700.00	60	$16,200.00	0	$0.00	55	$15,125.00	70	$19,250.00	50	$12,500.00	50	$11,250.00	50	$13,750.00	60	$13,500.00	90	$14,400.00	40	$5,400.00	40	$5,400.00	40	$5,400.00	40	$5,400.00	40	$6,600.00	40	$4,200.00	0	$0.00	785	$184,975	$0.00	$0.00	$3,500.00	$188,475.00
PHASE 500 - TOTAL	60	$18,900.00	0	$0.00	60	$17,700.00	60	$16,200.00	0	$0.00	55	$15,125.00	70	$19,250.00	50	$12,500.00	50	$11,250.00	50	$13,750.00	60	$13,500.00	90	$14,400.00	40	$5,400.00	40	$5,400.00	40	$5,400.00	40	$5,400.00	40	$6,600.00	40	$4,200.00	0	$0.00	785	$184,975	$0.00	$0.00	$3,500.00	$188,475.00
PHASE 550 - CMAR Support, Coordination and Early Work Packages																																									
551 General Coordination and Meetings	25	$7,875.00	0	$0.00	0	$0.00	100	$27,000.00	25	$6,625.00	20	$5,500.00	50	$13,750.00	10	$2,500.00	10	$2,250.00	10	$2,750.00	25	$5,625.00	50	$8,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$4,125.00	0	$0.00	0	$0.00	350	$86,000	$0.00	$0.00	$1,000	$87,000
552 Cost Model and GMP Review	25	$7,875.00	0	$0.00	5	$1,475.00	50	$13,500.00	25	$6,625.00	10	$2,750.00	50	$13,750.00	0	$0.00	0	$0.00	0	$0.00	25	$5,625.00	50	$8,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$4,125.00	0	$0.00	0	$0.00	315	$63,725	$0.00	$0.00	$1,000	$64,725
553 Early Work and Procurement	25	$7,875.00	0	$0.00	5	$1,475.00	100	$27,000.00	25	$6,625.00	20	$5,500.00	50	$13,750.00	25	$6,250.00	10	$2,250.00	10	$2,750.00	25	$5,625.00	50	$8,000.00	0	$0.00	50	$6,750.00	10	$1,350.00	10	$1,350.00	50	$8,250.00	25	$2,625.00	0	$0.00	490	$107,425	$0.00	$0.00	$3,000	$110,425
554 Bid Addenda (3)	0	$0.00	0	$0.00	5	$1,475.00	15	$4,050.00	30	$7,950.00	10	$2,750.00	10	$2,750.00	10	$2,500.00	10	$2,250.00	10	$2,750.00	10	$2,250.00	20	$3,200.00	5	$675.00	5	$675.00	5	$675.00	5	$675.00	25	$4,125.00	25	$2,625.00	0	$0.00	190	$41,375	$0.00	$0.00	$1,000	$42,375
555 Bid Tab	0	$0.00	0	$0.00	5	$1,350.00	10	$2,650.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	15	$4,000	$0.00	$0.00	$0	$4,000
556 Recommendation of Award Letter	0	$0.00	0	$0.00	0	$0.00	5	$1,350.00	10	$2,650.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	15	$4,000	$0.00	$0.00	$50	$4,050
Subtotal	75	$23,625.00	0	$0.00	15	$4,425.00	275	$74,250.00	125	$33,125.00	60	$16,500.00	160	$44,000.00	45	$11,250.00	30	$6,750.00	30	$8,250.00	85	$19,125.00	170	$27,200.00	5	$675.00	105	$7,425.00	15	$2,025.00	15	$2,025.00	125	$20,625.00	50	$5,250.00	0	$0.00	1300	$306,525	$0.00	$0.00	$6,050.00	$312,575.00
PHASE 500 - TOTAL	75	$23,625.00	0	$0.00	15	$4,425.00	275	$74,250.00	125	$33,125.00	60	$16,500.00	160	$44,000.00	45	$11,250.00	30	$6,750.00	30	$8,250.00	85	$19,125.00	170	$27,200.00	5	$675.00	105	$7,425.00	15	$2,025.00	15	$2,025.00	125	$20,625.00	50	$5,250.00	0	$0.00	1300	$306,525	$0.00	$0.00	$6,050.00	$312,575.00
PHASE 600 - FINAL DESIGN																																									
601 60% Design Documents	100	$31,500.00	0	$0.00	120	$35,400.00	340	$91,800.00	250	$66,250.00	300	$82,500.00	450	$123,750.00	330	$82,500.00	210	$47,250.00	400	$110,000.00	350	$78,750.00	560	$89,600.00	300	$40,500.00	700	$94,500.00	240	$32,400.00	200	$27,000.00	1000	$165,000.00	40	$4,200.00	0	$0.00	5540	$1,202,900	$0.00	$0.00	$2,500	$1,205,400
602 90% Design Documents	100	$31,500.00	0	$0.00	100	$29,500.00	400	$108,000.00	150	$39,750.00	150	$41,250.00	300	$82,500.00	120	$30,000.00	100	$22,500.00	300	$82,500.00	250	$56,250.00	340	$54,400.00	125	$16,875.00	500	$67,500.00	200	$27,000.00	100	$13,500.00	800	$132,000.00	30	$3,150.00	0	$0.00	3815	$838,175	$0.00	$0.00	$2,500	$840,675
603 100% Design Documents	50	$15,750.00	0	$0.00	80	$11,800.00	100	$27,000.00	100	$26,500.00	50	$13,750.00	150	$41,250.00	50	$12,500.00	40	$9,000.00	200	$55,000.00	100	$22,500.00	200	$32,000.00	75	$10,125.00	300	$40,500.00	60	$8,100.00	50	$6,750.00	700	$115,500.00	30	$3,150.00	0	$0.00	2195	$451,175	$0.00	$0.00	$2,500	$453,675
604 Raw Water Design Documents	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00
Subtotal	250	$78,750.00	0	$0.00	300	$76,700.00	840	$226,800.00	500	$132,500.00	500	$137,500.00	900	$247,500.00	500	$125,000.00	350	$78,750.00	900	$247,500.00	700	$157,500.00	1100	$176,000.00	500	$67,500.00	1500	$202,500.00	500	$67,500.00	350	$47,250.00	2500	$412,500.00	100	$10,500.00	0	$0.00	11550	$2,492,250	$0.00	$0.00	$7,500.00	$2,499,750.00
PHASE 600 - TOTAL	250	$78,750.00	0	$0.00	280	$76,700.00	840	$226,800.00	500	$132,500.00	500	$137,500.00	900	$247,500.00	500	$125,000.00	350	$78,750.00	900	$247,500.00	700	$157,500.00	1100	$176,000.00	500	$67,500.00	1500	$202,500.00	500	$67,500.00	350	$47,250.00	2500	$412,500.00	100	$10,500.00	0	$0.00	11550	$2,492,250	$0.00	$0.00	$7,500.00	$2,499,750.00
PHASE 700 - PERMITTING																																									
Task 701 - FDOH/FDPE PWS Permit																																									
701.1 Pre-application Meeting	0	$0.00	0	$0.00	0	$0.00	10	$2,700.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$1,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	20	$4,300	$0.00	$0.00	$250	$4,550
701.2 Prepare and Submit Permit App	0	$0.00	0	$0.00	0	$0.00	15	$4,050.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	40	$6,400.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$825.00	5	$525.00	0	$0.00	65	$11,800	$0.00	$0.00	$500	$12,300
701.3 Prepare RAIs (2)	0	$0.00	0	$0.00	0	$0.00	15	$4,050.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	25	$4,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$330.00	8	$840.00	0	$0.00	50	$9,220	$0.00	$0.00	$250	$9,470
Subtotal	0	$0.00	0	$0.00	0	$0.00	40	$10,800.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	75	$12,000.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	7	$1,155.00	13	$1,365.00	0	$0.00	135	$25,320	$0.00	$0.00	$1,000.00	$26,320.00
Task 702 Raw Water Well Permitting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00
Task 703 - Additional Permits																																									
703.1 WW Collection System Permit	0	$0.00	0	$0.00	0	$0.00	10	$2,700.00	5	$1,325.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$2,250.00	10	$1,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$525.00	0	$0.00	30	$8,400	$0.00	$0.00	$500	$8,900
703.2 ERP	0	$0.00	0	$0.00	0	$0.00	25	$6,750.00	5	$1,325.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	40	$9,000.00	10	$1,600.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$525.00	0	$0.00	45	$19,200	$0.00	$0.00	$500	$19,700
703.3 City Site Plan Review/Building Permit	0	$0.00	0	$0.00	0	$0.00	25	$6,750.00	5	$1,325.00	5	$1,375.00	5	$1,375.00	5	$1,250.00	5	$1,125.00	5	$1,375.00	10	$2,250.00	10	$1,600.00	5	$675.00	5	$675.00	5	$675.00	5	$675.00	5	$825.00	5	$525.00	0	$0.00	95	$22,475	$0.00	$0.00	$500	$22,975
703.4 NPDES Permit	0	$0.00	0	$0.00	0	$0.00	25	$6,750.00	5	$1,325.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$2,250.00	10	$1,600.00	5	$675.00	5	$675.00	5	$675.00	5	$675.00	5	$825.00	5	$525.00	0	$0.00	60	$14,475	$0.00	$0.00	$500	$14,975
703.5 Utility Regulations Permitting	0	$0.00	0	$0.00	0	$0.00	25	$6,750.00	5	$1,325.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	10	$2,250.00	10	$1,600.00	5	$675.00	5	$675.00	5	$675.00	5	$675.00	5	$825.00	5	$525.00	0	$0.00	60	$14,475	$0.00	$0.00	$500	$14,975
703.4 Power Company Coodrination	0	$0.00	0	$0.00	0	$0.00	25	$6,750.00	10	$2,650.00	0	$0.00	30	$8,250.00	0	$0.00	0	$0.00	0	$0.00	5	$1,125.00	10	$1,600.00	0	$0.00	5	$675.00	0	$0.00	0	$0.00	5	$825.00	5	$525.00	0	$0.00	90	$22,400	$0.00	$0.00	$500	$22,900
Subtotal	0	$0.00	0	$0.00	0	$0.00	135	$36,450.00	35	$9,275.00	5	$1,375.00	35	$9,625.00	5	$1,250.00	5	$1,125.00	5	$1,375.00	75	$16,875.00	60	$9,600.00	10	$1,350.00	10	$1,350.00	10	$1,350.00	10	$1,350.00	10	$1,650.00	30	$3,150.00	0	$0.00	395	$97,150	$0.00	$0.00	$3,000.00	$100,150.00
PHASE 700 - TOTAL	0	$0.00	0	$0.00	0	$0.00	175	$47,250.00	35	$9,275.00	5	$1,375.00	35	$9,625.00	5	$1,250.00	5	$1,125.00	5	$1,375.00	75	$16,875.00	135	$21,600.00	10	$1,350.00	10	$1,350.00	10	$1,350.00	10	$1,350.00	17	$2,805.00	43	$4,515.00	0	$0.00	500	$122,470.00	$0.00	$0.00	$4,000.00	$126,470.00
PHASE 800 - BIDDING SERVICES																																									
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0	$0.00	$0.00	$0.00	$0.00
Subtotal	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0

Attachment A-2
Madrid Engineering Group, Inc.

April 10, 2026

Mr. Steven C. Hallowell, P.E.
Wright-Pierce
601 S. Lake Destiny Drive, Ste. 290
Maitland, Florida 32751

Re: Proposal for Design Phase Geotechnical Engineering Services
Cypresswood Water Treatment Plant Improvements
Winter Haven, Polk County, Florida
Madrid Proposal No. 15972

Dear Mr. Hallowell,

Madrid Engineering Group, Inc., dba Madrid CFTL, (Madrid) has been requested to provide geophysical and geotechnical evaluations for the proposed water treatment plant improvements to be constructed in Winter Haven, Polk County, Florida. A Preliminary Geotechnical Evaluation was completed by Madrid in October 2019. This proposal addresses the design phase study. The purpose of the explorations is to collect site-specific subsurface information and provide geotechnical recommendations for the proposed design and construction.

Project Background and Understanding

Based on Madrid's preliminary evaluation as well as information provided by the Client, Madrid understands that the proposed additions will be constructed in the immediate vicinity of the old water treatment plant (demolished between 2008 and 2009).

The proposed improvements include construction of two, 0.75 MG ground storage tanks (each, 70 feet in diameter), a single-story operations building, chemical storage enclosures, generator pads, and appurtenant elements (paved parking areas and driveways).

At the time of preparation of this proposal, details of the old structures such as as-builts, demolition method and oversight, disposal of debris, backfilling operations etc. are unavailable. Accordingly, review and research of readily available information will be completed in conjunction with the geotechnical and geophysical studies as a part of this phase.

The geophysical evaluation should assist with mapping detectable buried foundations, concrete slabs, rubble, etc. that may impact the proposed construction. It is our understanding that site clearing and access for our equipment will be provided by the City.

811 Sunshine One Call does not mark utilities on private property or the locations of non-member and privately-owned utilities; therefore, we have not included a fee to subcontract a private utility locator to mark near surface utilities at the boring locations. If these services are required, we can provide a cost estimate.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

Scope of Services:

The geotechnical engineering and geophysical evaluation scope of services will include the following items:

- Review of readily available historical data including previous geotechnical data from Madrid's 2019 evaluations.
- Geophysical exploration.
- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of groundwater levels while drilling.
- Laboratory classification and testing of recovered samples.
- Providing geotechnical recommendations in written report format.

Field Exploration

Based on the information provided, we propose performing the following services:

- Site reconnaissance and stake borings.
- Mobilization to the site.
- Geophysical evaluations consisting of:
    - Ground penetrating radar (GPR) scanning on a 20 ft x 20 ft grid.
    - EM-61 scan to detect buried metal objects.
- Geotechnical exploration as follows:

Location / Structure	Boring/Location ID (BOR#)	Quantity	Depth (ft.)	Subtotal Depth (ft.)	Notes
Ground storage tank no.1	9, 10, 11	3	80	240	-
Ground storage tank no.2	12, 13, 14	3	80	240	-
Sodium hypochlorite storage and feed enclosure	15	1	25	25	-
Corrosion inhibitor storage and feed enclosure	16*	1	25	25	*boring in the vicinity of noted structure
Operations building	7**, 17, 19	2	25	50	**BOR 7 (historical data to be used)
Generator pad	18	1	20	20	-
Dry retention pond	Double Ring Infiltrometer (DRI) Test	1	< 3	NA	Test pit with Shelby tubes

Location / Structure	Boring/Location ID (BOR#)	Quantity	Depth (ft.)	Subtotal Depth (ft.)	Notes
Dry retention pond	5**, 6**	-	-	NA	**BOR 5, 6 (historical data to be used)
Pavement areas	TBD	4	10	40	Paved area borings
Test Pits	TBD	1 Day	NA	<10	Pending geophysical findings
			TOTAL	**640**	

- Collect three (3) relatively undisturbed Shelby tube samples of cohesive clayey soils for laboratory consolidation testing.
- Depending upon the results of the GPR scanning, an excavator may be employed to verify buried anomalies that could be remnants from the previous facility. This fee is provided as a contingency item.

Engineering Analyses and Report

The results of the field explorations and laboratory testing will be used in engineering analyses and in the formulation of the recommendations. The results of the subsurface explorations, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Testing Location Plan, and individual Test Boring Records.
- Results of the GPR survey including possible limits of identified buried items.
- Measured apparent and estimated seasonal high groundwater levels at boring locations.
- Site preparation considerations including geotechnical discussions regarding site stripping, subgrade preparation and engineered fill/backfill placement.
- Foundation system recommendations for the proposed structures, as appropriate based on the borings results.
- Slabs-on-grade construction considerations based on the subsurface exploration findings.
- Recommended minimum pavement sections based on provided or assumed traffic loading, and soil types collected from the test borings.
- DRI test results to aid the pond design by others.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable fill materials will be provided.
- A pdf version of the geotechnical and geophysical reports will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered other than what is identified by the geophysical and geotechnical evaluations.
- Construction documents and specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.
- Site clearing/mowing for access to geophysical and geotechnical equipment.

Fee & Schedule

TASK 1: FIELD SERVICES	QUANTITY		RATE	UNIT		COST
SITE RECON/STAKE BORINGS (STAFF ENG)	1	$	800.00	/LS	$	800.00
GEOPHYSICAL	1	$	3,500.00	/LS	$	3,500.00
DRILL RIG MOBILIZATION	1	$	450.00	/LS	$	450.00
SPT BORINGS (0-50')	460	$	16.00	/LF	$	7,360.00
SPT BORINGS (50'-100')	180	$	18.00	/LF	$	3,240.00
BOREHOLE GROUT/BACKFILL (0-50')	460	$	6.50	/LF	$	2,990.00
BOREHOLE GROUT/BACKFILL (50'-100')	180	$	8.50	/LF	$	1,530.00
SHELBY TUBE ATTEMPTS	4	$	225.00	/EA	$	900.00
BULK SOIL SAMPLE	1	$	35.00	/EA	$	35.00
	Proposed Budget for Field Services				**$**	**20,805.00**
TASK 2: LABORATORY TESTING OF SOILS						
VISUAL CLASSIFICATION/ BORING LOGS)	1	$	500.00	/LS	$	500.00
MINUS 200 SIEVE PERCENT	20	$	50.00	/EA	$	1,000.00
ATTERBERG LIMITS	8	$	140.00	/EA	$	1,120.00
MOISTURE CONTENT	30	$	20.00	/EA	$	600.00
ONE-DIMENSIONAL CONSOLIDATION TEST	3	$	750.00	/EA	$	2,250.00
BULK SAMPLE (LBR)	1	$	350.00	/EA	$	350.00
LAB PERMEABILITY TEST	2	$	300.00	/EA	$	600.00
	Proposed Budget for Laboratory Testing				**$**	**6,420.00**
TASK 3: PROFESSIONAL SERVICES						
LUMP SUM	1	$	7,000.00	/LS	$	7,000.00
	Proposed Budget for Professional Services				**$**	**7,000.00**
				TOTAL PROPOSED BUDGET	**$**	**34,225.00**
TASK 4: CONTINGENCY SERVICES						
TEST PITS	1	$	3,000.00	/DAY	$	3,000.00

Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed in accordance with the existing agreement between Madrid and Wright-Pierce.

Schedule

Site reconnaissance and coordination: 1 to 2 weeks from NTP.
Field work: 1 to 2 weeks after field coordination and utility locates.
Laboratory testing: 2 to 3 weeks following completion of the fieldwork.
Draft report: 2 weeks from completion of laboratory testing.
Final report: 1 week from receipt of one set of consolidated comments.

No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15972 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

Andres F. Alberdi, P.E.
Senior Engineer

John Delashaw, P.E.
Principal Engineer

Prashanth Vaddu, P.E.
President

Attachment: Site Layout and Boring Location Plan by Client

AUTHORIZATION TO PROCEED

_____

Signature Date

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Site Layout and Boring Plan

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

LAST SAVED BY: SHANE.COCHRAN 4/6/2026 3:38 PM

J:\ENG\FL\WINTERHAVEN\20558-CYPRESSWOODWTP-IMPROVEMENTS\DRAWINGS\CIV\20558-C5-LAYOUT.DWG | 20558-C5-layout | 1:10.1284477 | — | 4/7/2026 9:10:50 AM | SHANE.COCHRAN

8" CONC. RETAINING WALL
DIRT DRIVE
SEWER VALVE(TYP)
WOOD POST(TYP)
T.B.M. 80000
S.I.R.C. "CSI TRAV"
EL. 131.35'(NAVD88)
SEWER MARKINGS(TYP)
GATE
BROKEN CONC.
8" STEEL STUBOUT
(2) HOSE BIBS ON WOOD POST WITH WATER VALVE
Conduct GPR
T.B.M. 80001
S.I.R.C. "CSI TRAV"
EL. 133.27'(NAVD88)
DRY RETENTION POND
50' SURFACE WATER-PUBLIC WATER SUPPLY BUFFER (TYP)
FUTURE DRIVEWAY CONNECTION (FINAL LOCATION TBD)
CORROSION INHIBITOR STORAGE AND FEED ENCLOSURE (19' X 10.5') FFE=134.00'
SODIUM HYPOCHLORITE STORAGE AND FEED ENCLOSURE (39' X 25.5' FFE=134.00')
50' PUBLIC WATER SUPPLY-POND BUFFER
BOLLARD(TYP)
ONE STORY BUILDING
CONC. PAD
FINISHED FLOOR EL. 134.78'
36' WIDE CANTILEVER GATE
5-10'x20' PARKING SPACES
3-6" WHITE DIAGONAL STRIPES AT 60° EQUALLY SPACED PER FDOT INDEX 0711-001
1-12'x20' HANDICAP PARKING SPACE WITH 5' AISLE
BOLLARDS (TYP. OF 8)
BOUNDARY LINE(TYP)
CHEMICAL INJECTION VAULT (SEE PROCESS PLANS)
OPERATIONS BUILDING FFE=134.00'
PAVED ACCESS ROAD
UFA WELL NO. 3
GROUND STORAGE TANK NO. 1 (0.75 MG, 70' DIAMETER) FFE=132.20'
GROUND STORAGE TANK NO. 2 (0.75 MG, 70' DIAMETER) FFE=132.20'
ELECTRICAL VAULT (SEE ELECTRICAL PLANS)
MH-1
MH-2
GENERATOR PAD
LANDSCAPE BUFFER (TYP)
BUILDING SETBACK (TYP)
25' WETLAND BUFFER (TYP)
WETLAND LINE(TYP)
CLEANOUT(TYP)
4" PVC STUBOUT
S.N.&D.
LIFT STATION
LIFT STATION LID EL. 137.10'
VALVE BOX LID EL. 137.02'
VALVE BOX
ELEC. JUNCTION BOX(TYP)
WOOD LIGHT POLE(TYP)
3" BACKFLOW PREVENTER
ANTENNA
GENERATOR
TRANSFORMER PAD
S.I.R.C. F.I.R. 5/8" 8.0' S, 0.2' E FENCE LINE 47.7' N
75181 CALC
BOR 1 through BOR 19
N: 1331295.1246 E: 769968.9113
N: 1331265.2817 E: 769970.2564
N: 1331256.4850 E: 769861.5168
N: 1331247.1454 E: 769833.6732
N: 1331234.6262 E: 769970.2564
N: 1331206.2180 E: 769846.5583
N: 1331173.1364 E: 769863.5197
N: 1331183.8392 E: 769970.2564
N: 1331155.2817 E: 769970.2564
N: 1331155.2817 E: 769970.2564
N: 1331120.0226 E: 769928.3186
0 20 40
LAYOUT PLAN
SCALE: 1"=20'

PROPERTY INFORMATION	
PARCEL ID	272906000000011020
FUTURE LAND USE	NEIGHBORHOOD SUBURBAN
EXISTING ZONING	NO ZONING *
HISTORICAL USE	WASTEWATER TREATMENT PLANT
PROPOSED ZONING	CONSERVATION
PROPOSED USE	WATER TREATMENT PLANT
FLOOD ZONE	ZONE X

* (SEE ZONING NOTES)

SITE DATA		
ATTRIBUTE	REQUIRED	PROVIDED
LOT AREA (SF)	217,500	1,249,267
LOT WIDTH (FT)	75	300
LOT DEPTH (FT)	NONE	N/A
FRONT SETBACK (FT)	40	-
SIDE SETBACK (FT)	20	-
STREET SIDE SETBACK (FT)	35	-
REAR SETBACK (FT)	40	-
MAX BUILDING HEIGHT (FT)	35	TBD
MAX LOT COVERAGE	1%	0.94%
MAX IMPERVIOUS SURFACE RATIO	5%	2.40%
MAX FLOOR AREA RATIO	2%	0.94%
OPERATIONS BUILDING FLOOR AREA		3318 S.F.
PARKING SPACES	1.8 PER 1,000 S.F.	6

ZONING AND FUTURE LAND USE ISSUES:

1. **SITE DOES NOT HAVE A ZONING ASSIGNED, HOWEVER, IT HAS A FUTURE LAND USE OF NEIGHBORHOOD SUBURBAN ASSIGNED.**
2. **THE PROPOSED USE OF A WATER TREATMENT PLANT APPEARS TO BE A PERMITTED USE FOR COMMERCIAL, INDUSTRIAL, RECREATIONAL, CONSERVATION, AND PUBLIC ZONING DISTRICTS.**
   - 2.1. **COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS ARE NOT ALLOWED IN THE FUTURE LAND USE OF LOW DENSITY RESIDENTIAL. RECREATIONAL AND CONSERVATION ZONING DISTRICTS ARE ALLOWED.**
   - 2.2. **CONSERVATION ZONING DISTRICT SEEMS TO FIT THE PURPOSE OF THE PROJECT DUE TO ITS STATED PURPOSE OF PRESERVING WETLANDS, FLOODPLAINS, AND GROUNDWATER/AQUIFER RECHARGE AREAS.**
   - 2.3. **HOWEVER, A LAND USE CHANGE TO INSTITUTIONAL AND A REZONING TO PUBLIC INSTITUTIONAL WOULD BE MORE APPROPRIATE IF MORE INTENSIVE DEVELOPMENT IN THE FUTURE IS DESIRED**
3. **RE-ZONING AND/OR LAND USE CHANGES WILL REQUIRE A PLANNING COMMISSION REVIEW, PUBLIC NOTICE, AND A PUBLIC HEARING IN FRONT OF THE CITY COMMISSION.**

NO	REVISIONS	APP'D	DATE
1			
2			
3			
4			
5			

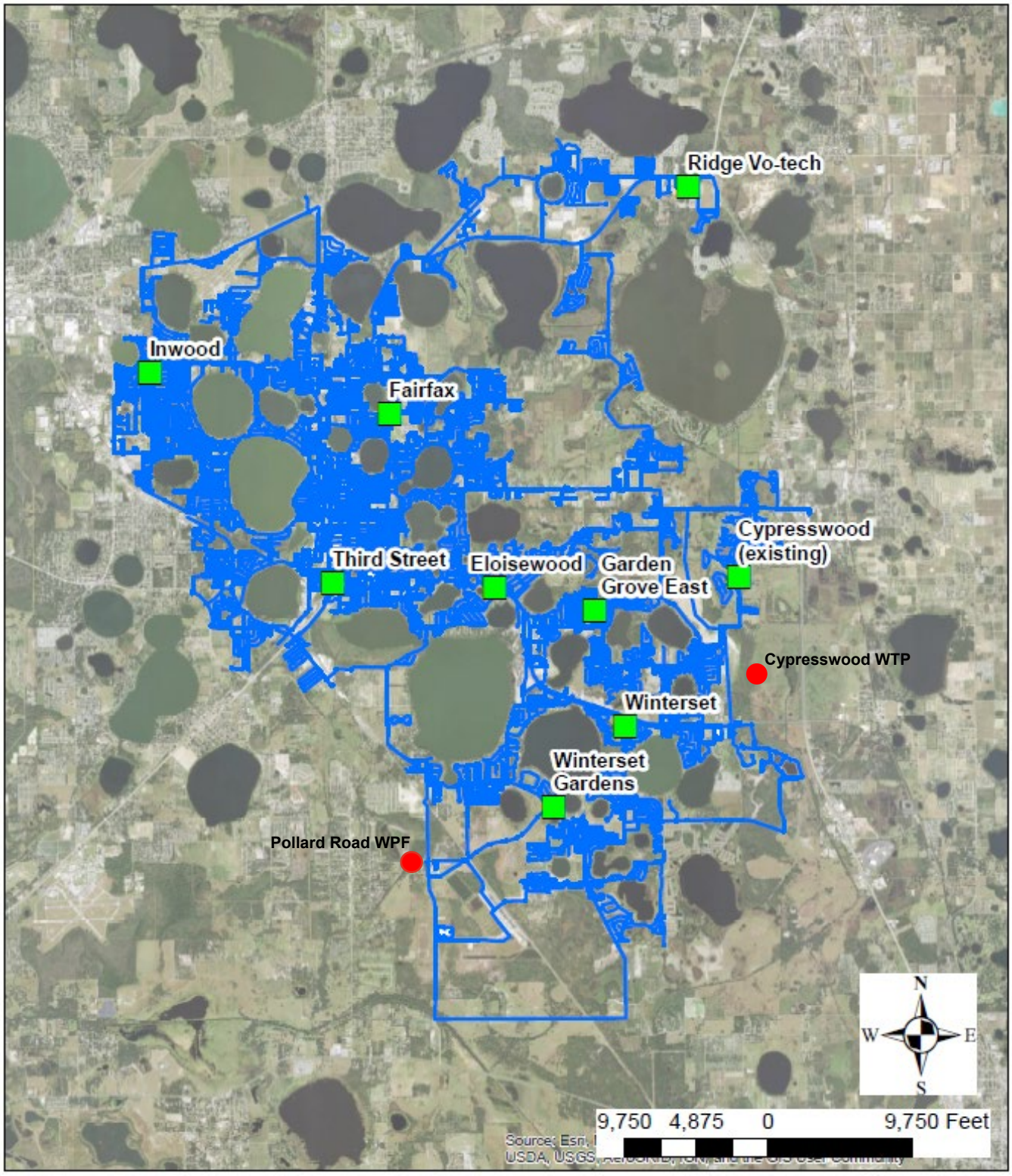
PROJECT NO: 20558
DESIGNED:
CAD COORD: S.COCHRAN
CAD:
CHECKED:
DATE:
APPROVED:
DATE:
SUBMISSION: 30% DESIGN REVIEW

WRIGHT-PIERCE
407.906.1776 | www.wright-pierce.com
601 S LAKE DESTINY ROAD, SUITE 290, MAITLAND, FL 32751
CERTIFICATE OF AUTHORIZATION#: 91267540

CITY OF WINTER HAVEN, FLORIDA
CYPRESSWOOD WATER TREATMENT PLANT IMPROVEMENTS

SITE LAYOUT PLAN

DRAWING
C-4



Current Water Treatment Plants

Proposed Water Production Facilities

Water Distribution Mains

WATER TREATMENT PLANTS - LOCATION MAP

DATE: May 11, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Jones Edmunds - Supplemental Engineering Services, Harmony MLS

BACKGROUND

On July 26, 2021, the City awarded the design, permitting, and construction engineering and inspection (CEI) services for the Harmony Master Lift Station (MLS) to Jones Edmunds. This award served as an extension of services under RFQ-18-36 for reclaimed water, force main and fiber interconnects for the MLS. Following the design phase, the Florida Department of Environmental Protection (FDEP) issued construction permit CS53-0021812-271-DWC/CG on May 25, 2022.

The construction contract was subsequently awarded to B&B Underground Construction, Inc. on February 27, 2023, with a Notice to Proceed issued on April 21, 2023. While construction was initially projected to be completed by July 15, 2024, the project faced a 15-month delay in final commissioning due to pandemic-related staffing shortages and material manufacturing backlogs. FDEP clearance to commission the Harmony MLS was officially received on September 22, 2025.

Throughout these delays, Jones Edmunds worked closely with City staff and the contractor to evaluate potential time saving alternatives and provide necessary CEI services. These efforts ensured continued compliance with the City's FDEP State Revolving Fund loan agreement (CW-531302) , which was finalized on January 26, 2026. This request for Supplemental Engineering Services totaling $274,980.00, covers the additional design and CEI services, as well as required revisions to the Water Departments Clean Water Asset Management Plan passed by Resolution R-25-41 on August 25, 2025.

FINANCIAL IMPACT

Sufficient funds are budgeted in Fiscal Year 2025/2026 in account 402-08-323-6301, detailed under Lift Station Replacements totaling $274,890.00 for the Supplemental Engineering Services due for the additional CEI services for the additional 15 months required to complete the Harmony MLS.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve the Supplemental Engineering Services for the Harmony Master Lift Station and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENT

- Supplemental Engineering Services, Harmony MLS

The City of Winter Haven
Harmony Master Lift Station Project
Supplemental Engineering Services During Construction and Clean Water Asset Management Plan

INTRODUCTION

The City and Jones Edmunds participated in a project status meeting on October 2, 2024, concerning the Harmony Master Lift Station (MLS) project. Attendees included representatives from the City of Winter Haven's Utility and Engineering Department and Jones Edmunds, the engineering firm contracted to design and secure permits for the proposed MLS.

The meeting's agenda encompassed a comprehensive discussion of the constraints impacting the MLS site construction. These included delays attributable to the COVID-19 pandemic, challenges with material procurement, and revisions to site plans and site modifications that have been conducted since the completion of design and permitting. Engineering considerations pertinent to each of these factors were also thoroughly reviewed. The project completion date was extended to October 2024 and was extended again as additional material procurement has been delayed. Throughout the delays Jones Edmunds has continued serving the City. Based on the recent progress Jones Edmunds and the City are expecting construction to finish in October 2025; however, the final date is still being negotiated with the Contractor. This work authorization captures some of the additional efforts expended during the delays and the expected cost until completion.

This work authorization also includes preparing a City-wide Asset Management Plan (AMP), which is required by the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Section to allow the City a 0.1% financing rate reduction on all SRF loan agreements. This reduction will save the City considerably over the life of your SRF loans.

This Scope of Services authorizes Jones Edmunds to continue providing Engineering Services During Construction for the completion of the Harmony MLS, which includes Construction Contract Administration, facilitation of grant and loan agreement compliance, assistance with monthly construction progress meetings, on-site construction observation of the completed work, start-up services, and final certification of construction completion to FDEP. This Scope of Services also includes preparing the FDEP SRF Section AMP. The duration of these services aligns with the Contractor’s proposed Change Order No. 3, stipulating that Substantial Completion is scheduled for July 3, 2025.

SCOPE OF SERVICES

TASK 1 SUPPLEMENTAL CONTRACT ADMINISTRATION SERVICES

Jones Edmunds will continue to provide Contract Administration services during the construction phase, verifying that the project is completed in general conformance with the Drawings, Technical Specifications, and Permit Requirements. This undertaking includes essential office support to review the Contractor's submittals, respond to inquiries, and manage the documentation for the Final Completion Certification Forms. We have also allocated time for project meetings, site visits by the Engineer of Record, and field coordination.

Our Construction Contract Administration services are based on the understanding that the Contractor will have the project completed by November 2025. Jones Edmunds will provide the following Construction Contract Administration services.

PROJECT DOCUMENTATION:

- Submittals: Jones Edmunds will receive, log, review, and issue comments on project construction submittals. Project submittals include administrative submittals (i.e., construction schedules and work plans), shop drawings and product data for the materials to be incorporated into the project, warranties, samples, and operations and maintenance manuals. This Scope of Services includes an initial review and one re-submittal review for each submittal. Submittals will be immediately returned to the Contractor if all deviations are not listed as requested on the project forms.
- Requests for Information (RFIs): Jones Edmunds will review and respond to additional RFIs submitted by the Contractor. RFIs are submitted by the Contractor when questions regarding the Construction Documents arise that need clarification from the Engineer.
- Change Orders: Jones Edmunds will immediately notify the City when an issue arises that may affect the cost or time of the project and will process additional minor Change Orders. Change Orders will be submitted to the City for approval before being issued to the Contractor.
- Construction Field Orders (CFOs): Jones Edmunds will prepare CFOs. CFOs are used for minor adjustments to the Contract Documents that can be completed in the field and have no effect on the project cost or time.
- Proposed Contract Modifications (PCMs): Jones Edmunds will review additional PCMs for conformance with the Contract Documents and process the PCMs as requested by the City. PCMs may be submitted by the Contractor when deviations to the Contract Drawings or Specifications occur that they believe affect the cost of the project. PCMs will be submitted to the City for approval before being issued to the Contractor.
- Notices of Non-Compliance: Jones Edmunds will assist with up to two additional Notices of Non-Compliance as coordinated with the City. Jones Edmunds will prepare, log, and issue the Notices of Non-Compliance.
- Pay Applications: Jones Edmunds will process up to six additional Pay Applications. We will receive the Pay Applications from the Contractor, log and review them with the City's Resident Observer (RO) and make payment recommendations to the City.

MEETINGS AND SITE VISITS:

- Jones Edmunds will hold additional progress meetings during the remainder of the project. The progress meetings will be scheduled monthly for the remaining construction schedule. The progress meetings are to review the construction progress up to that point, review the monthly pay applications, and discuss any issues that have occurred on the project. Meeting agenda and minutes will be prepared by Jones Edmunds.

RECORD DRAWINGS:

- The Contractor is required by contract to submit to the City a survey, signed and sealed by a licensed professional surveyor, documenting the as-built conditions of the new MLS. Joens Edmunds will use this survey to prepare final record drawings of the site for submittal to FDEP with the FDEP Certification of Construction Completion forms.

TASK 2 CLEAN WATER ASSET MANAGEMENT PLAN

Jones Edmunds will provide SRF-related services to assist the City in developing and enhancing its existing AMP in accordance with FDEP guidelines. Recognizing the FDEP's emphasis on a comprehensive AMP for the efficient operation, maintenance, and long-term sustainability of local government utility systems, we will leverage our expertise so that the AMP not only meets all FDEP requirements but also serves as a strategic tool for effective asset management and planning.

- Initial evaluation: Jones Edmunds will identify and document the City’s assets within the utility system, assessing each asset's current age, condition, and expected useful life.
- Valuation Modeling: Jones Edmunds will review the current value of these assets and analyze the costs associated with their operation and maintenance. Using the City's provided Capital Improvement Plan (CIP)—which outlines necessary upgrades and replacements based on the assets' remaining useful life—we will complement this plan by analyzing funding needs, including projecting population growth and wastewater or stormwater flow to inform rate structures such as impact fees; commercial, industrial, and residential rates; and industrial pretreatment fees.
- Asset Preservation: Jones Edmunds will review and record a comprehensive plan for asset preservation encompassing renewal, replacement, and repair strategies supported by a risk-benefit analysis to determine the optimal timing for these actions.
- Because this is a document to be used by the FDEP SRF Section for approval of a financial rate reduction for the City’s SRF loans, Jones Edmunds will provide the following information that is required by the State to be addressed in the AMP:
    - Identification of all assets within the local government’s system.
    - Evaluation of the current age, condition, and expected useful life of each asset.
    - The current value of the assets.
    - The cost to operate and maintain all assets.
    - Capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life.
    - Analysis of funding needs.

- 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.
- Establishment of an adequate funding rate structure.
- 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.
- 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.

The AMP will be presented to the City for review and approval. As required by the FDEP SRF Section, a Board of City Commissioners' approved resolution adopting the AMP will be needed before it will be accepted by FDEP.

SCHEDULE

Jones Edmunds will complete this Scope of Services in accordance with the Contractor's scheduled times included in the Construction Contract. Jones Edmunds will have the Clean Water AMP completed in compliance with SRF funding deadlines.

COMPENSATION

The compensation for Professional Services described in this Scope of Services will be on a lump sum basis for $274,980. The Fee Schedule in Exhibit A includes the level of effort and the corresponding estimated costs for this authorization.

PROPOSAL CLARIFICATIONS

The following proposal clarifications govern this Scope of Services. Excluded items may be provided by Jones Edmunds as an Additional Service upon written agreement.

1. Construction is expected to be completed in October 2025.
2. The City will conduct weekly construction resident observation, and Jones Edmunds will conduct bi-weekly visits and provide progress logs and photos to be submitted to the SRF file folder for review of construction progress.
3. Installed quantities included on the pay applications will be verified and approved by the City's Construction RO who is onsite weekly logging the installed materials before Jones Edmunds will certify the pay application as Engineer of Record.
4. The quantities, labor hours, and reimbursable expenses listed in this Scope of Services and Fee Schedule are intended as documentation and justification for the total cost of the project. Deviations or changes in the quantities, labor hours, and reimbursable expenses within a task are not justification for nonpayment provided the total project fee has not been exceeded.

Exhibit A

Fee Schedule

JonesEdmunds

Project Name:	Harmony MLS Supplemental ESDC and Clean Water AMP	Prepared By:	C.Seufert/T.Hays
Client:	City of Winter Haven	Checked By:	B. Icerman
Project #:	95300-350-24		

TASK	Sr. Project Manager	Senior Engineer (EOR)	Electrical Engineer (EOR)	Project Engineer	Construction Administrator	Engineer Intern	Sr. Account Assistant	Sr. CADD Designer	Construction Coordinator	Admin Asst	Labor Hours	Labor Fee	Expenses	Subconsultant	Total
Task 1 - Supplemental Construction Administration Services															
Monthly Meetings	8	20	8		60				24		120	$23,660	$300	$0	$23,960
Submittal Review, Tracking and Coordination	4	24	12	16	40				16		112	$23,220	$0	$0	$23,220
Pay Application/SRF Review & Processing	12	12	10	8	40				32		114	$21,180	$0	$0	$21,180
RFI Review, Tracking, and Coordination	8	12	8	20	64				12		124	$25,780	$0	$0	$25,780
Resident Observation					80						80	$16,800	$4,280	$0	$21,080
PCM and Change Order Preparation	8	12	8	20	40				8		96	$20,440	$0	$0	$20,440
FDEP Certification	4	16	1	8	24			40	8		101	$17,490	$800	$0	$18,290
Task 1 Subtotal	**44**	**96**	**47**	**72**	**348**	**0**	**0**	**0**	**100**	**0**	**646**	**$131,080.00**	**$ 4,580.00**	**0**	**$135,660.00**
Task 2 - Clean Water Asset Management Plan															
Coordination Meetings	6	8	10	24	24				16		88	$17,410	$300	$0	$17,710
Evaluation of existing infrastructure	10	16	12	60	80				16		194	$40,550	$500	$0	$41,050
Asset/Valuation Modeling	8	16	10	40	60	120			12		266	$42,760	$0	$0	$42,760
Prepare Report	4	16		60	40	100			16		236	$37,800	$0	$0	$37,800
Task 2 Subtotal	**28**	**56**	**32**	**184**	**204**	**220**	**0**	**0**	**60**	**0**	**784**	**$138,520.00**	**$ 800.00**	**0**	**$139,320.00**
PROJECT TOTAL	**72**	**152**	**79**	**256**	**552**	**220**	**0**	**0**	**160**	**0**	**1430**	**$269,600.00**	**$ 5,380.00**	**0**	**$274,980.00**

DATE: May 11, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Gary Hubbard, Water Department Director

SUBJECT: Annual Contract – Gravity Sewer CIPP Lining Services (ITB-25-30)

BACKGROUND

On May 28, 2025, the City advertised Invitation to Bid (ITB-25-30) for the 2025 Annual Contract for Cured-In-Place-Pipe (CIPP) Lining Services. The bid sought a qualified contractor to install cured in place liners within deteriorating gravity sewer mains. On July 14, 2025, the contract agreement was awarded to Insituform Technologies, (Chesterfield, MO.) for an initial one-year term, with two consecutive two-year renewals available under the same terms and conditions.

For Fiscal Year 2025/2026, the Water Department is rehabilitating 8,658 feet of 8-inch and 230 feet of 10-inch Vitrified Clay (VC) gravity sewer along the north side of Lake Maude. This trenchless repair method restores existing gravity sewer lines that have reached the end of their useful life and are prone to sewer back-ups and Inflow and Intrusion (I&I).

FINANCIAL IMPACT

Funds are budgeted in Fiscal Year 2025/2026 in account 402-08-323-4605. A total of $380,947.30 is allocated under Sewer Slip lining for the Insituform Technologies annual contract.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal:** 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- **Strategy:** 3.3.3 – Establish and annually fund a utility infrastructure repair and replacement program prioritizing the replacement of vulnerable and obsolete infrastructure.

RECOMMENDATION

Staff recommends the City Commission approve the Insituform Technologies, CIPP Lining Annual Contract expenditure as budgeted and authorize the City Manager, or his designee, to take any and all actions necessary thereto.

ATTACHMENTS

- Insituform Technologies – 2026 Annual CIPP Lining Proposal
- Location Map – 2026 Gravity Sewer CIPP Lining

Date: 4/20/2026
Project: Bid Number: ITB-25-30
Winter Haven FL Annual Contract Gravity Main Lining

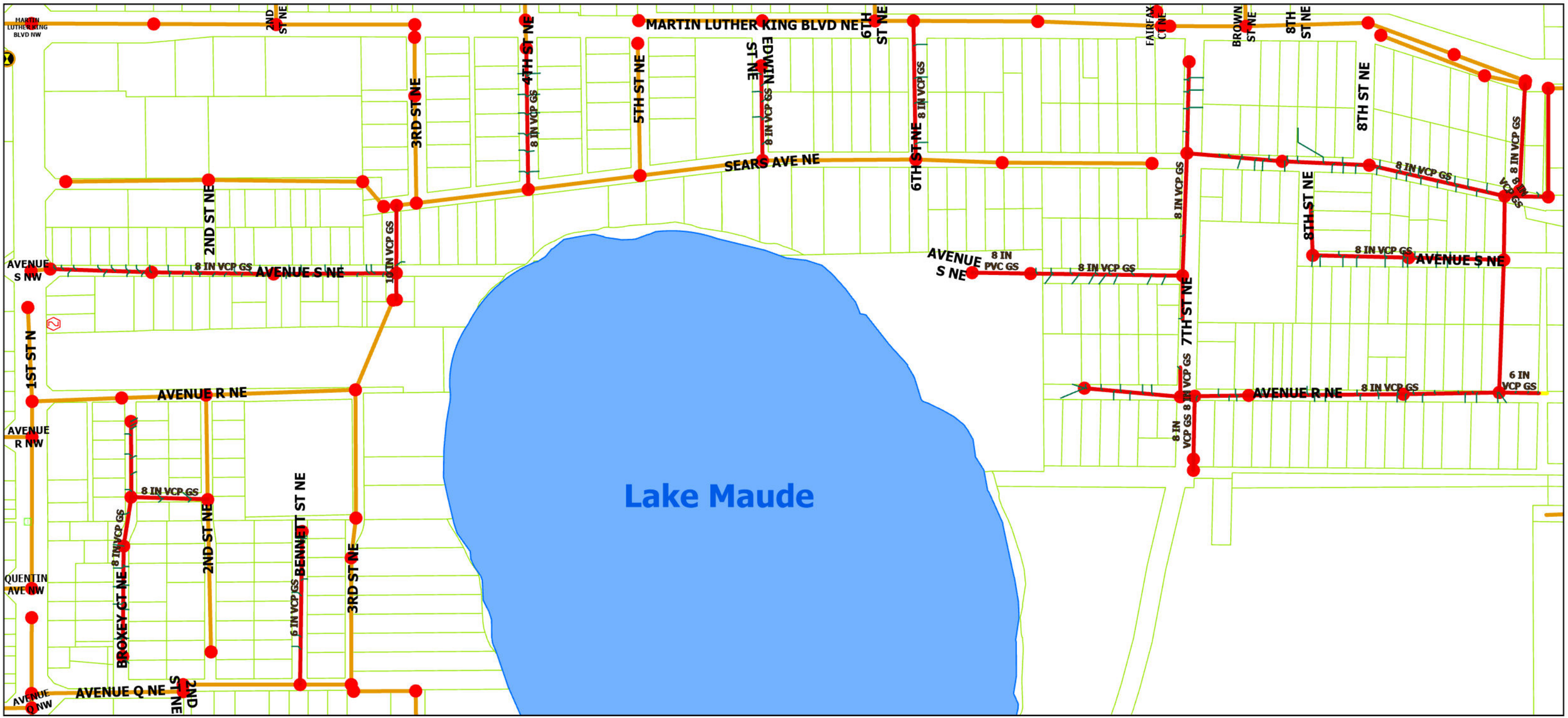
Job Location: **Various Locations**

Customer: City of Winter Haven, FL
Attention: Stephen Donnelly
Wastewater Superintendent
401 Sixth Street SW, Winter Haven, FL 33880
sdonnelly@mywinterhaven.com
Reference: 2026 Lining Quotations
Sewer CIPP Rehabilitation- Various Locations
Opportunity: **SO-00222621**

ITEM	DESCRIPTION	UNIT OF MEASURE	BID UNIT PRICE	QTY	TOTAL
A	Furnish and Install Cured In Place Liner in 8 inch VC	LF	$ 34.75	8658	$ 300,865.50
B	Furnish and Install Cured In Place Liner in 10 inch VC	LF	$ 42.00	230	$ 9,660.00
H	CCTV Inspection and Light Cleaning 8" Diameter (Item A)	LF	$ 3.00	8658	$ 25,974.00
I	Reinstatement of Service Laterals	Each	$ 85.00	168	$ 14,280.00
J	Mobilization for each work order issued	LS	$ 15,000.00	1	$ 15,000.00
K	By-Passing for each work order issued	Each	$ 2,215.90	1	$ 2,215.90
L	Maintenance of Traffic (Section 4.0 - 4.2)	LS	$ 9,942.90	1	$ 9,942.90
M	Performance & Payment Bonds	Each	$ 2,250.00	1	$ 2,250.00
N	CCTV Inspection and Light Cleaning 10" Diameter (Item B)	LF	$ 3.30	230	$ 759.00
				TOTAL	**$ 380,947.30**

Prepared by: Brett Konchak
Commercial Manager
Insituform

N



City of Winter Haven
Water Department

MARTIN LUTHER KING BLVD NE TO AVENUE S NE
1ST ST TO LAKE IDYL
GRAVITY MAINS - 8,799FT +/-
SANITARY LATERALS COUNT - 205

DATE: May 1, 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 Officials, Employees, and City-Sponsored Boards and Committees". As part of the amended policy, any travel and training for the City Manager and City Commissioners must be presented to the City Commission for pre-authorization prior to attending a convention, conference or training program.

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

Event:	Florida Regional Councils Association (FRCA) Policy Board Meeting (on behalf of the Central Florida Regional Planning Council) (CFRPC)
Dates:	July 30-31, 2026
Location:	St Petersburg, FL
Attendee:	Commissioner 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 approve the travel as outlined above.

DATE: May 11, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: **Resolution R-26-15:** Request by Forestar (USA) Real Estate Group Inc. to vacate a 40 to 60 foot wide north/south improved right-of-way consisting of West Lake Eloise Drive, and including a section of a Polk County "maintained Right-of-Way" map for West Lake Eloise Drive. **General Location:** Approximately 1,800 feet north of Eloise Loop Road, northwest of the entrance of the Valhalla Subdivision and south of Shell Road

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BACKGROUND

As part of the development of the Harmony on Lake Eloise neighborhood generally located south of Lake Lulu and west of Lake Eloise, the developer, Forestar (USA) Real Estate Group, Inc., envisioned a realignment of West Lake Eloise Drive to improve safety, increase the developable area east of the roadway, and improve the overall aesthetic. With the realignment of West Lake Eloise Drive complete, Forestar is seeking to clean up old rights-of-way to facilitate the ongoing development of their project. Specifically, the request is:

- Vacation of West Lake Eloise Drive right-of-way. Forestar requests the City vacate, abandon, renounce and disclaim the public's right in, to, and upon a 40 to 60-foot wide, approximately 3,300±-foot long, section of improved right of way commonly known as West Lake Eloise Drive. The Right-of-Way was dedicated as part of the Lake Eloise Subdivision plat in 1914. The developer seeks the vacation of the right-of-way to facilitate future development of the Harmony on Lake Eloise Subdivision Phase 3B & Phase 5. The recently completed new realignment shifted the road to the west as part of the Harmony on Lake Eloise Phase 3A Subdivision plat, as recorded in Plat Book 208, Pages 23-28. The new road realignment is currently open and operating as West Lake Eloise Drive. The old section of West Lake Eloise Drive has been blocked off and is currently not utilized by the public. To clean up a remnant section of right-of-way located adjacent to the Valhalla Subdivision, staff extended the vacation request to include an additional 230± feet.

Public or franchised utility infrastructure within the old R-O-W section has been abandoned or relocated. City Departments and franchised utility providers have no objection to the vacation provided new easements will be granted if necessary.

On December 8, 2025, the City Commission Approved Resolution R-25-52 vacating the old West Lake Eloise right-of-way and accepted the newly constructed West Lake Eloise road realignment. However, after the resolution was approved staff was informed of several discrepancies pertaining to the resolution's legal description describing the vacated right-of-way. Upon review, staff determined the resolution's written legal descriptions were in fact in error; however, the exhibits did accurately depict the portions of the right-of-way that were vacated. Additionally, staff uncovered a Polk County "maintained right-of-way" map for West Lake Eloise Drive that should have been referenced in the original resolution. This resolution adds additional legal description language and vacates those portions of the maintained right-of-way as depicted on the County "Maintained Right-of-Way" map.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request.

STRATEGIC PLAN ALIGNMENT

This is an approval of a right-of-way vacation and 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 Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-15

ATTACHMENT

- Resolution R-26-15

Space for Recording

RESOLUTION R-26-15

A RESOLUTION VACATING A PORTION OF AN IMPROVED RIGHT-OF-WAY CONSISTING OF A 40 TO 60 FOOT WIDE NORTH/SOUTH PLATTED RIGHT-OF-WAY LYING WEST OF LOTS 1, 4, 5, 8, 9, 12, 13, & 16 AND EAST OF LOTS 2, 3, 6, 7, 10, 11, 14, & 15 OF THE LAKE ELOISE SUBDIVISION AS RECORDED IN PLAT BOOK 3, PAGE 57, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING IN SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND LYING EAST OF TRACT Q OF HARMONY AT LAKE ELOISE PHASE 3A AS RECORDED IN PLAT BOOK 208, PAGES 23- 28 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA AND LYING WEST OF TWO PARCELS OF LAND DESCRIBED IN A DEED IN FAVOR OF FORSTAR (USA) REAL ESTATE GROUP INC. AS RECORDED IN OFFICIAL RECORDS BOOK 11483 PAGE 0957 OF THE PUBLIC RECORDS OF POLK COUNTY FLORIDA, AS PARCELS "11" AND 12" ALL LYING WITHIN SECTION 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY FLORIDA. AND WEST OF THE NORTHERN 230 FEET OF THE PARK TRACT OF THE VALHALLA SUBDIVISION AS RECORDED IN PLAT BOOK 67, PAGE 34 LYING IN SECTION 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA AND EAST OF TRACT Q OF THE HARMONY AT LAKE ELOISE PHASE 3A SUBDIVISION AS RECORDED IN PLAT BOOK 208, PAGES 23-28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA LYING IN SECTIONS 04 AND 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA. TOGETHER WITH THOSE SECTIONS OF WEST LAKE ELOISE DRIVE AS DEPICTED ON THE POLK COUNTY "MAINTAINED RIGHT-OF-WAY" MAP AS RECORDED IN MAP BOOK 2, PAGE, 306, OF THE PUBLIC RECORDS OF POLK COUNTY, LYING WITHING THE SOUTHERN ½ OF SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST AND THE NORTHERN ½ OF SECTION 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST POLK COUNTY FLORIDA; AND PROVIDING FOR SEVERABILITY; THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General Location: The improved right-of-way is located approximately 1,800 feet north of Eloise Loop Road, northwest of the entrance to the Valhalla Subdivision and south of Shell Road.)

WHEREAS, Forestar (USA) Real Estate Group Inc. (hereinafter Developer) requests that the City Commission of City of Winter Haven, Florida, a municipal corporation close, abandon, and vacate a portion of the improved right-of-way known as West Lake Eloise

Drive consisting of a 40 foot wide, approximately 3,302.2± foot long north/south platted Right-of-Way, lying west of lots 1, 4, 5, 8, 9, 12, 13, & 16 and east of lots 2, 3, 6,7,10, 11, 14 & 15, as shown in the Lake Eloise Subdivision, as recorded in Plat book 3, page, 57, public records, of Polk County, Florida, lying in Section 04, Township 29 South, Range 26 East Polk County Florida and lying east of Tract Q of Harmony at Lake Eloise Phase 3A as recorded in Plat Book 205, Pages 23-28 of the Public Records of Polk County Florida and lying west of two parcels of land described in a deed in favor of Forestar (USA) Real Estate Group Inc. as recorded in Official Records Book 11483, Page 0957 of the Public Records of Polk County Florida as parcels "11" and "12" all lying in within Section 09, Township 29 south, Range 26 east, Polk County Florida and as depicted on the map on Page 1 of Exhibit "A" attached hereto and as described on Page 2 of Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Developer acquiesced with Staff's request to extend the request to include a 60 foot wide north/south section of an improved Right-of-Way lying west of the northern 230± feet of the Park Tract of the Valhalla subdivision as recorded in Plat Book 67, Page 34, Public Records of Polk County, Florida lying in Section 09, Township 29 south, Range 26 east, Polk County, Florida and East of Tract Q of the Harmony at Lake Eloise Phase 3A Subdivision as recorded in Plat Book 208, Pages 23-28, Public Records of Polk County, Florida lying in Sections 04 and 09, Township 29 south, Range 26 east, Polk County, Florida and as depicted on the map on Page 2 of Exhibit "A" and as described on Page 2 of Exhibit "A" attached hereto and made a part hereof.

WHEREAS, the Developer, also requests that the City renounce and disclaim any right of the public in, to, and upon the said portion of said improved right-of-way and the land in connection there with as depicted and described as Exhibit "A" attached hereto and incorporated herein by reference; and

WHERAS, Staff also requests the City vacate/abandon those sections of West Lake Eloise Drive as depicted in "Exhibit A" of the West Lake Eloise Drive County "Maintained Right of Way" map as recorded in Map Book 2, Page 306, of the Public Records of Polk County, lying within the southern ½ of Section 04, Township 29 South, Range 26 East, and the northern ½ of Section 09, Township 29 South, Range 26 East Polk County Florida; and

WHEREAS, no property owners owning property adjacent and/or contiguous to the Rights-of-Way proposed to be vacated herein will be burdened nor will the provision of the necessary municipal services be negatively impacted by the vacation of the subject Rights-of-Way; and

WHEREAS, the City Commission finds that vacating the above referenced Rights-of-Way is in the best interest of the citizens and residents of the City of Winter Haven, Florida.

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

1. That the certain sections of improved rights-of-way as depicted and described on Exhibit "A" which is attached hereto as Exhibit "A" and incorporated herein by reference are hereby vacated, abandoned, and closed and all rights of the public in and to said improved rights-of-way are hereby renounced.

2. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

3. The administrative correction of typographical and/or scrivener's errors in this Resolution 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. This Resolution shall take effect immediately upon passage by the City Commission.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session, this 26th day of May, 2026

_____
MAYOR-COMMISSIONER
William Brian Yates, Mayor

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit "A"
Page 1 of 2

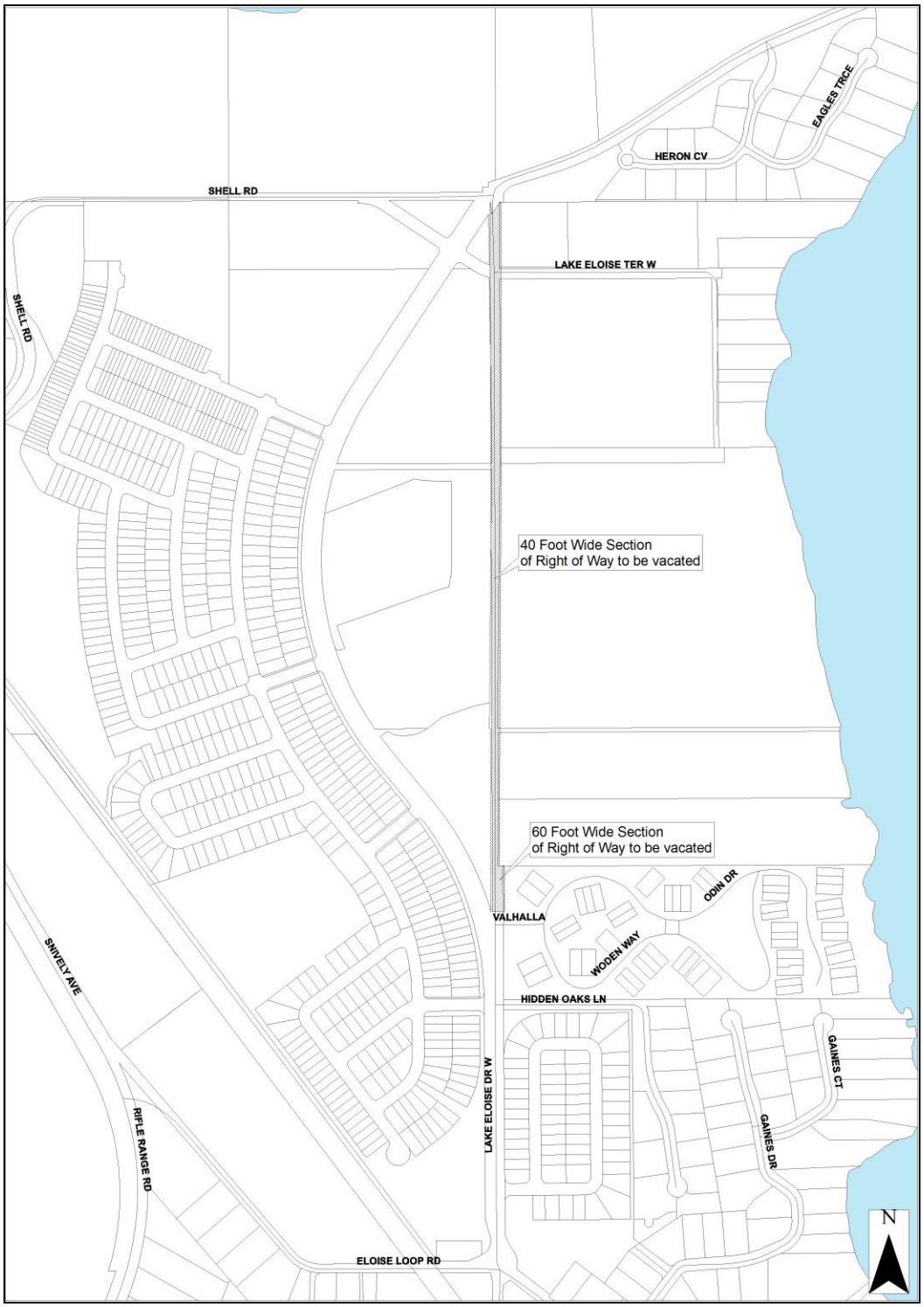


Exhibit "A"
Page 2 of 2

Legal Description of improved right-of-way to be vacated

A parcel of land lying within Section 04, Township 29 South, Range 26 East, Polk County, Florida and being further described as follows:

The 40-foot north/south platted right-of-way lying west of lots 1, 4, 5, 8, 9, 12, 13, & 16, and lying east of lots 2, 3, 6, 7, 10, 11, 14, & 15 as shown in the Lake Eloise Subdivision, as Recorded in Plat Book 3, Page 57, Public Records of Polk County, Florida

A parcel of land lying within Section 09, Township 29 South, Range 26 East, Polk County, Florida and being further described as follows:

60 foot wide north/south section of improved Right-of-Way lying west of the northern 225.96± feet of the Park Tract of the Valhalla subdivision as recorded in Plat Book 67, Page 34 lying in Section 09, Township 29 south, Range 26 east, Polk County, Florida and East of Tract Q of the Harmony at Lake Eloise Phase 3A Subdivision as recorded in Plat Book 208, Pages 23-28, Public Records of Polk County, Florida lying in Section 09, Township 29 south, Range 26 east, Polk County, Florida

Together with:

A 40 foot wide north/south section of improved Right-of-Way laying east of tract Q of Harmony at Lake Eloise Phase 3A as recorded in Plat Book 208, Pages 23-28, of the Public Records of Polk County Florida and lying west of 2 parcels of land described in a deed in favor of Forestar (USA) Real Estate Group INC., recorded in Official Records Book 11483 Page 0957 of the Public Records of Polk County Florida, as Parcels "11" and "12" all lying within Section 09, Township 29 South, Range 26 East, Polk County, Florida.

And

Including those sections of West Lake Eloise Drive as depicted in the West Lake Eloise Drive Polk County "Maintained Right of Way" map as recorded in Map Book 2, Page 306, of the Public Records of Polk County, lying within the southern ½ of Section 04, Township 29 South, Range 26 East, and the northern ½ of Section 09, Township 29 South, Range 26 East Polk County Florida.

DATE: May 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: **Resolution R-26-17:** Request by KRPC Willowbrook, LLC to release the subdivision Performance Bond and confirming acceptance of the remaining improvements, infrastructure, and dedications in favor of the City of Winter Haven for the Willowbrook North Subdivision. **General Location:** Subdivision is generally located south of Lucerne Park Road, west of Lake Fannie, and north of the Lake Fannie/Lake Smart Canal.

BACKGROUND

On March 10, 2025, the City Commission approved Resolution R-25-03 platting the Willowbrook North Subdivision. The subdivision consists of 132.9± acres generally located south of Lucerne Park Road, west of Lake Fannie, and north of the Lake Fannie/Lake Smart Canal. The subdivision contains 434 building lots and nine (9) common lots. At the time of platting, certain improvements were not completed. In accordance with §21-395(c) of the City of Winter Haven Unified Land Development Code, the developer, KRPC Willowbrook, LLC submitted a Performance Bond issued by Lexon Insurance Company in the amount of $7,235,221.79 to guarantee completion of all required infrastructure and improvements for the subdivision. Incomplete improvements included, earthwork, sanitary sewer, potable water, stormwater management, off-site roadway improvements, and engineering certification.

While Willowbrook North Subdivision was platted as a single-phase subdivision, the developer chose to break the installation of required infrastructure into four “phases.” On August 11, 2025, the City Commission approved Resolution R-25-34 to accept those improvements, infrastructure, and dedications associated with “Phases 1 & 2” and to accept a reduced performance bond issued by Lexon Insurance Company in the amount of $5,069,711.08 to ensure completion of all remaining improvements and infrastructure associated with “Phases 3 & 4”. Incomplete improvements included,

earthwork, paving, sanitary sewer, potable water, stormwater management, landscaping, and engineering certification.

Recent inspections by staff found all remaining incomplete improvements associated with “Phases 3 & 4” are now complete, and the water, wastewater, and reuse utilities can now be accepted by the City. The City will not be accepting maintenance responsibility for the drainage infrastructure and/or the internal road rights-of way within this subdivision.

FINANCIAL IMPACT

There is no direct financial impact as a result of this request.

STRATEGIC PLAN ALIGNMENT

This is an approval of a performance bond release for an approved subdivision plat and 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 Pillars.

RECOMMENDATION

Staff recommends the City Commission approve Resolution R-26-17 and authorize the City Manager or designee to take necessary actions related thereto.

ATTACHMENT

- Resolution R-26-17

Space for Recording

RESOLUTION R-26-17

A RESOLUTION CONFIRMING THE ACCEPTANCE OF THE REMAINING IMPROVEMENTS, INFRASTRUCTURE, AND DEDICATIONS IN FAVOR OF THE PUBLIC/CITY OF WINTER HAVEN AS NOTATED ON THAT CERTAIN PLAT ENTITLED "WILLOWBROOK NORTH" RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR POLK COUNTY, FLORIDA, IN PLAT BOOK 214, PAGES 4 THROUGH 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND AUTHORIZING THE CITY MANAGER TO RELEASE THE PERFORMANCE BOND POSTED TO GUARANTEE COMPLETION OF REQUIRED IMPROVEMENTS AND INFRASTRUCTURE. (General Location: Subdivision is generally located south of Lucerne Park Road, west of Lake Fannie, and north of the Lake Smart/Lake Fannie canal)

Whereas, that certain plat entitled "Willowbrook North" and showing the property described on Exhibit "A" attached hereto and made a part hereof, was presented to the City Commission and approved for filing on the 10th day of March, 2025, by the passage of Resolution R-25-03; and

Whereas, the developer chose to construct the subdivision in four phases; and the City Commission previously accepted those improvements, infrastructure, and dedications associated with "Phase 1 & 2" and accepted a reduced performance bond in the amount of $5,069,711.08 for the remaining construction associated with "Phases 3 & 4", on the 10th day of September, 2025, by the passage of Resolution R-25-46; and

Whereas, the developer now requests the City to accept all remaining improvements, infrastructure, and dedications running in favor of the public/ City of Winter Haven, and to authorize the release of the performance bond associated with the construction for "Phases 3 & 4".

Whereas, §21-396 of the City of Winter Haven Unified Land Development Code provides that acceptance of public improvements and dedications shall be by Resolution; and

Whereas, all required infrastructure and improvements for the remainder of that Subdivision known as "Willowbrook North" have been completed in accordance with all applicable standards and specifications as determined by City staff and therefore City staff

is requesting that the City of Winter Haven confirm its acceptance of the improvements and dedications in favor of the Public/City of Winter Haven of the said plat and authorize the City Manager to release the Performance Bond given to secure and guarantee the completion of such improvements and infrastructure.

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

1. The City Commission having been otherwise fully advised in the premises, and having already approved said plat for filing hereby confirms its acceptance as of May 26, 2026 of the dedications in favor of the Public/City of Winter Haven as set forth on the said plat, and the remaining water, reuse, and wastewater systems as said systems have passed all required tests, and all required certifications have been obtained, and the systems are fully operational pursuant to City standards in accordance with Chapter 177, Florida Statutes. The City is not accepting the stormwater drainage systems and related infrastructure or internal road rights-of-way notated on the Plat for Willowbrook North Subdivision as those will remain the responsibility of the Willowbrook Community Development District and/or to whom they were dedicated in the Plat.

2. The City Manager is hereby authorized to release the Performance Bond issued by Lexon Insurance Company in the amount of $5,069,711.08 delivered as security for the completion of all required infrastructure and improvements in the said Subdivision and to take all other actions that the City Manager deems necessary related thereto.

3. This Resolution shall take effect immediately upon passage.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 26th day of May, 2026.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

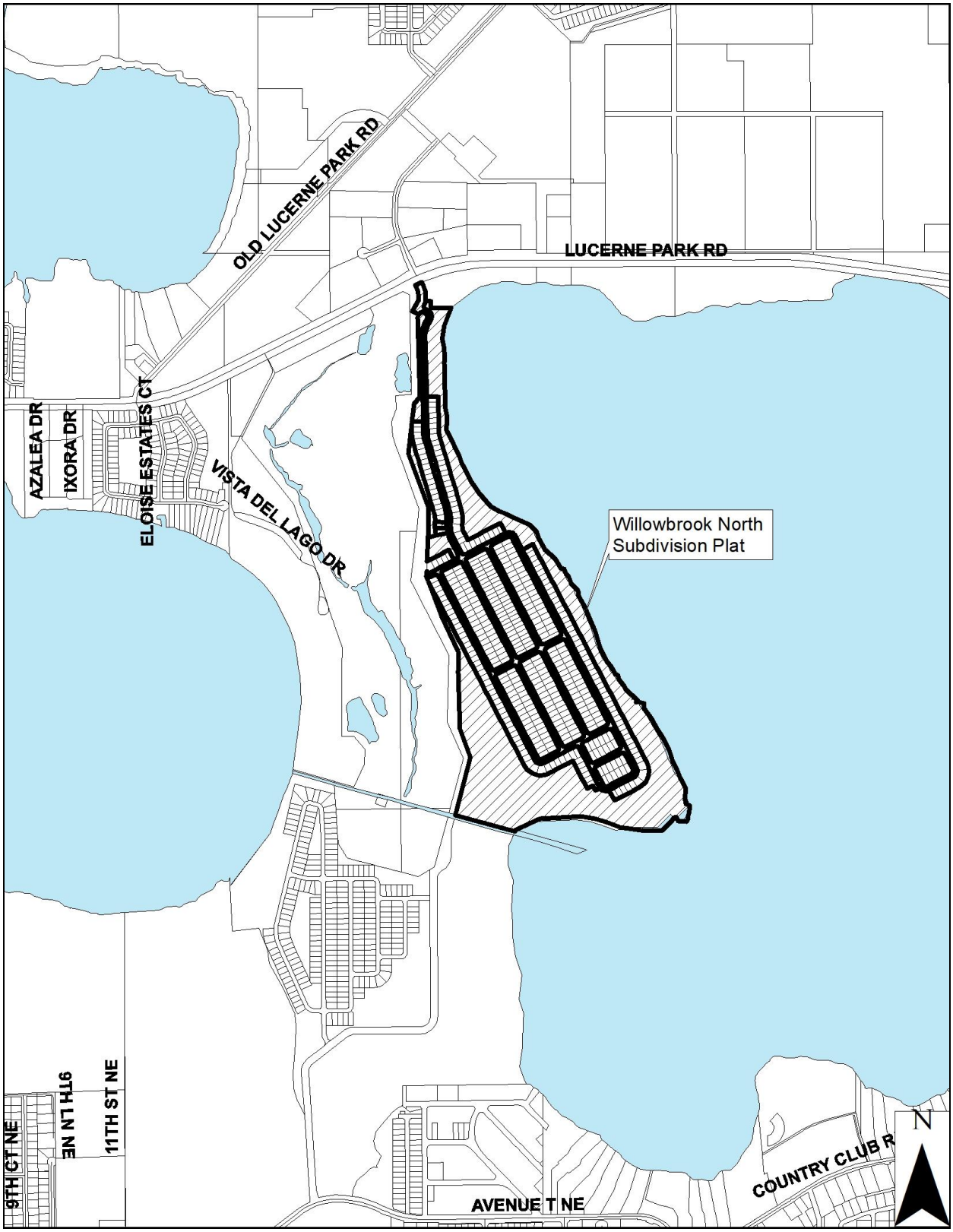
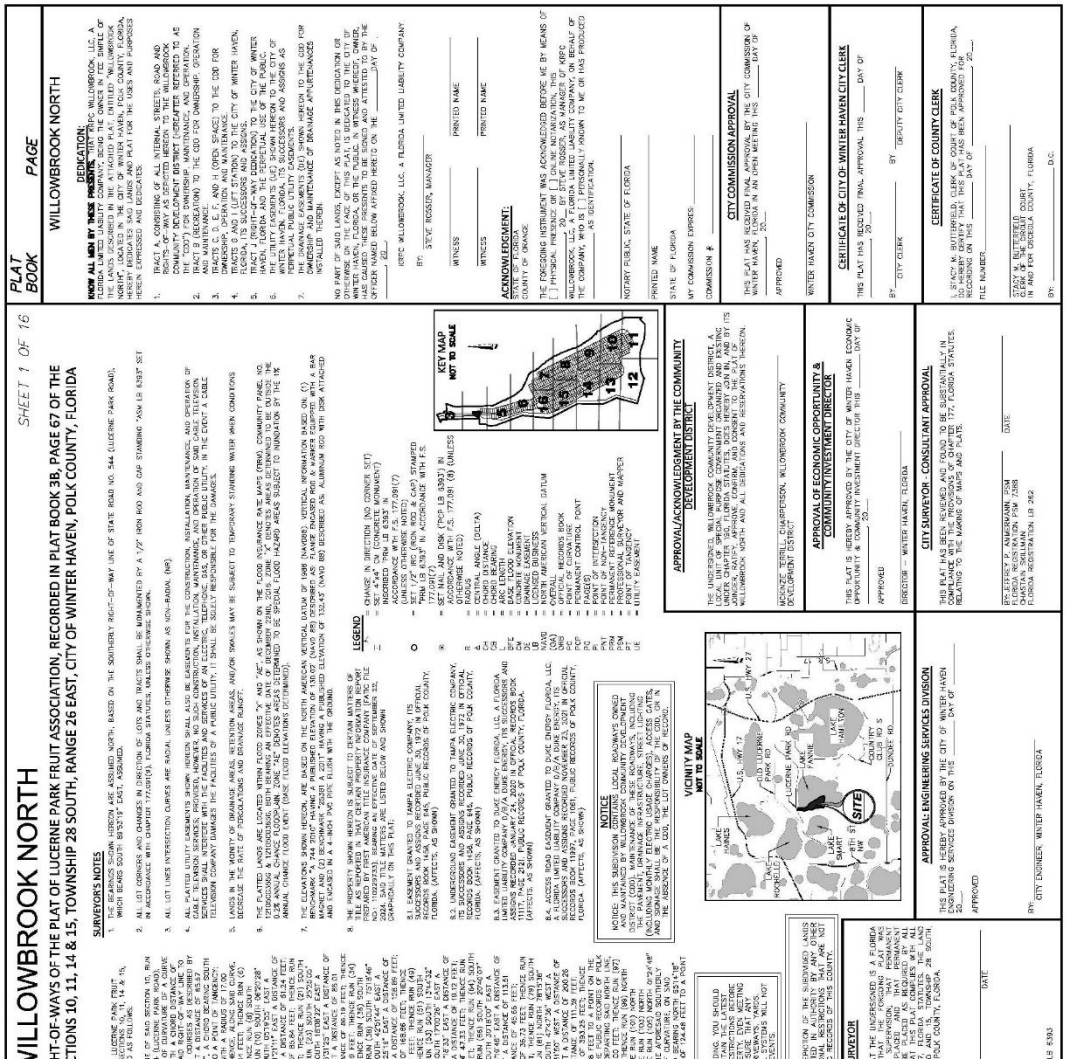

OLD LUCERNE PARK RD
LUCERNE PARK RD
AZALEA DR
IXORA DR
ELOISE ESTATES CT
VISTA DEL LAGO DR
Willowbrook North
Subdivision Plat
9TH CT NE
9TH LN NE
11TH ST NE
AVENUE T NE
COUNTRY CLUB R
N

Exhibit "B"
Page 1 of 16



WILLOWBROOK NORTH

A REPLAT OF PORTIONS OF LOTS 258, 267, 268, AND UNNAMED RIGHT-OF-WAYS OF THE PLAT OF LUCERNE PARK FRUIT ASSOCIATION, RECORDED IN PLAT BOOK 38, PAGE 67 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SITUATED WITHIN SECTIONS 10, 11, 14 & 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA

SHEET 1 OF 16

PLAT BOOK PAGE

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF PORTIONS OF LOTS 258, 267, 268, AND UNNAMED RIGHT-OF-WAYS OF THE PLAT OF LUCERNE PARK FRUIT ASSOCIATION, RECORDED IN PLAT BOOK 38, PAGE 67 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SITUATED WITHIN SECTIONS 10, 11, 14 & 15, TOWNSHIP 28 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 28 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SAID SECTION 10, RUN SOUTH 00°27'30" EAST A DISTANCE OF 1321.45 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF STATE ROAD NO. 544 (LUCERNE PARK ROAD); THENCE LEAVING SAID EAST LINE AND ALONG SAID SOUTHERN RIGHT-OF-WAY LINE RUN SOUTH 89°32'30" WEST A DISTANCE OF 1320.00 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE LEAVING SAID SOUTHERN RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE RUN SOUTH 00°27'30" EAST A DISTANCE OF 1321.45 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE LEAVING SAID EAST LINE RUN SOUTH 89°32'30" WEST A DISTANCE OF 1320.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE FOLLOWING TWO HUNDRED SIX (206) COURSES AS DESCRIBED BY A CLEARY FISHER, INC. PROJECT NO. 1379, ROBERT E. LATHAM FL #5,855,081, FILE #81388, RUN (1) SOUTH 24°04'24" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (2) SOUTH 12°52'05" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (3) SOUTH 01°39'46" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (4) SOUTH 09°32'58" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (5) SOUTH 17°25'29" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (6) SOUTH 25°18'01" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (7) SOUTH 33°10'32" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (8) SOUTH 41°03'04" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (9) SOUTH 48°55'35" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (10) SOUTH 56°48'07" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (11) SOUTH 64°40'38" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (12) SOUTH 72°33'09" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (13) SOUTH 80°25'41" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (14) SOUTH 88°18'12" EAST A DISTANCE OF 51.53 FEET; THENCE RUN (15) SOUTH 07°01'16" EAST A DISTANCE OF 33.89 FEET; THENCE RUN (16) SOUTH 31°07'03" WEST A DISTANCE OF 81.24 FEET; THENCE RUN (17) SOUTH 69°15'22" WEST A DISTANCE OF 29.65 FEET; THENCE RUN (18) SOUTH 20°44'38" EAST A DISTANCE OF 43.00 FEET; THENCE RUN (19) SOUTH 27°17'17" EAST A DISTANCE OF 229.63 FEET; THENCE RUN (20) SOUTH 20°59'05" WEST A DISTANCE OF 23.89 FEET; THENCE RUN (21) SOUTH 27°17'17" EAST A DISTANCE OF 124.00 FEET; THENCE RUN (22) SOUTH 23°31'13" EAST A DISTANCE OF 41.84 FEET; THENCE RUN (23) SOUTH 27°17'17" EAST A DISTANCE OF 2233.20 FEET; THENCE RUN (24) SOUTH 07°26'25" EAST A DISTANCE OF 41.84 FEET; THENCE RUN (25) SOUTH 27°17'17" EAST A DISTANCE OF 41.84 FEET; THENCE RUN (26) SOUTH 47°08'09" EAST A DISTANCE OF 41.84 FEET; THENCE RUN (27) SOUTH 27°17'17" EAST A DISTANCE OF 1321.45 FEET; THENCE RUN (28) SOUTH 62°42'43" WEST A DISTANCE OF 30.00 FEET; THENCE RUN (29) SOUTH 27°17'17" EAST A DISTANCE OF 80.19 FEET; THENCE RUN (30) SOUTH 62°42'43" WEST A DISTANCE OF 10.00 FEET; THENCE RUN (31) SOUTH 27°17'17" EAST A DISTANCE OF 41.84 FEET; THENCE RUN (32) SOUTH 62°42'43" WEST A DISTANCE OF 10.00 FEET; 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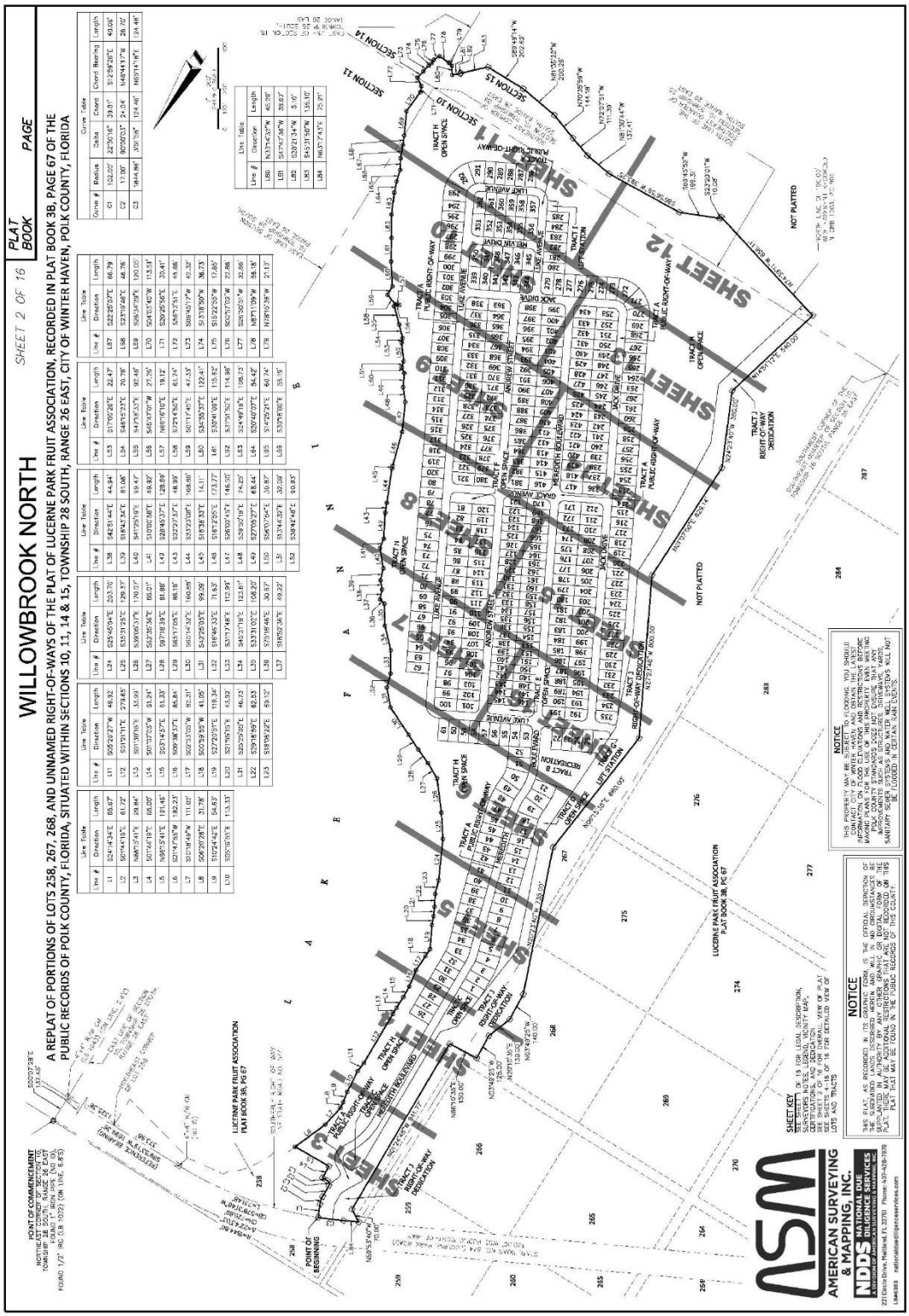


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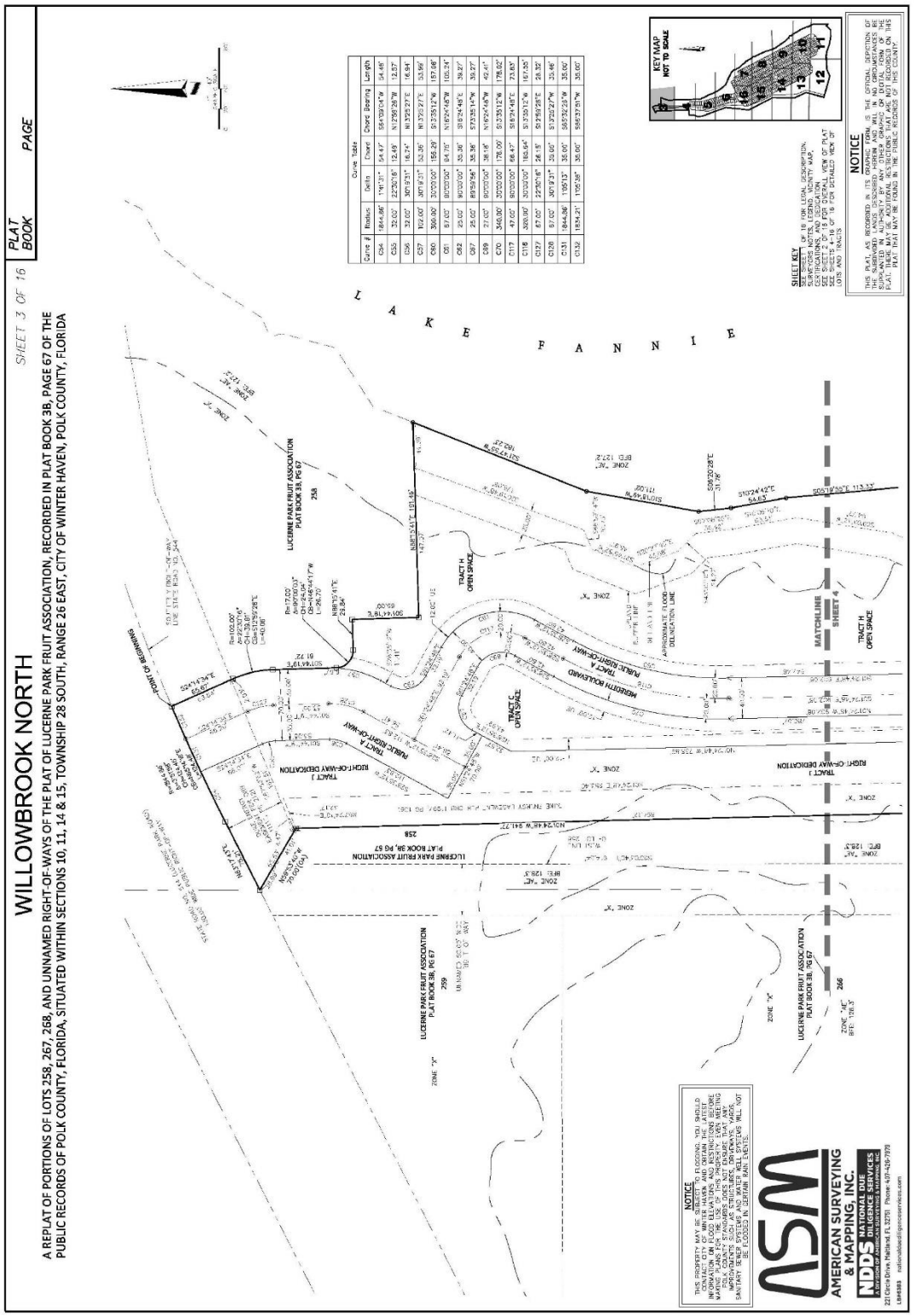


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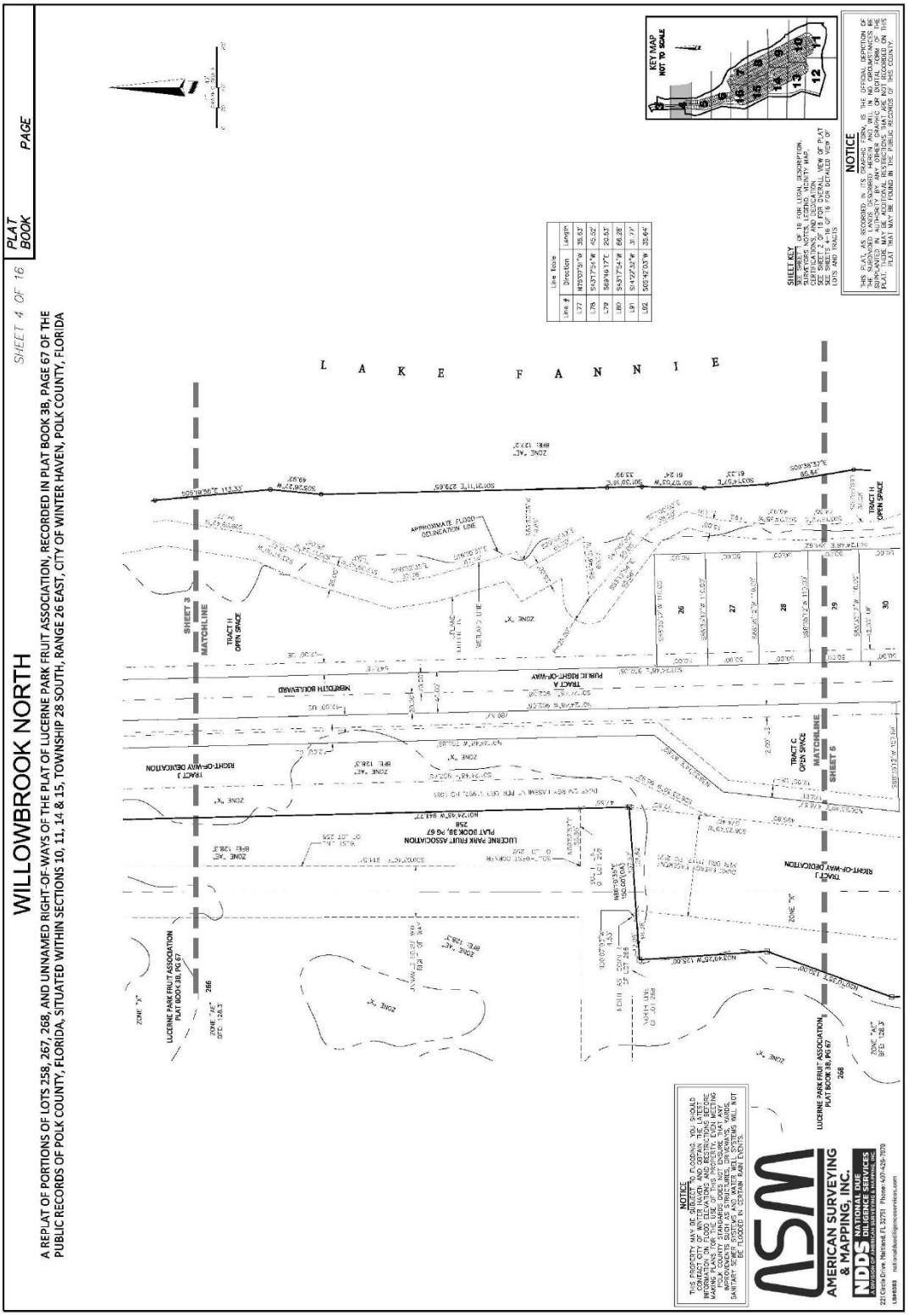


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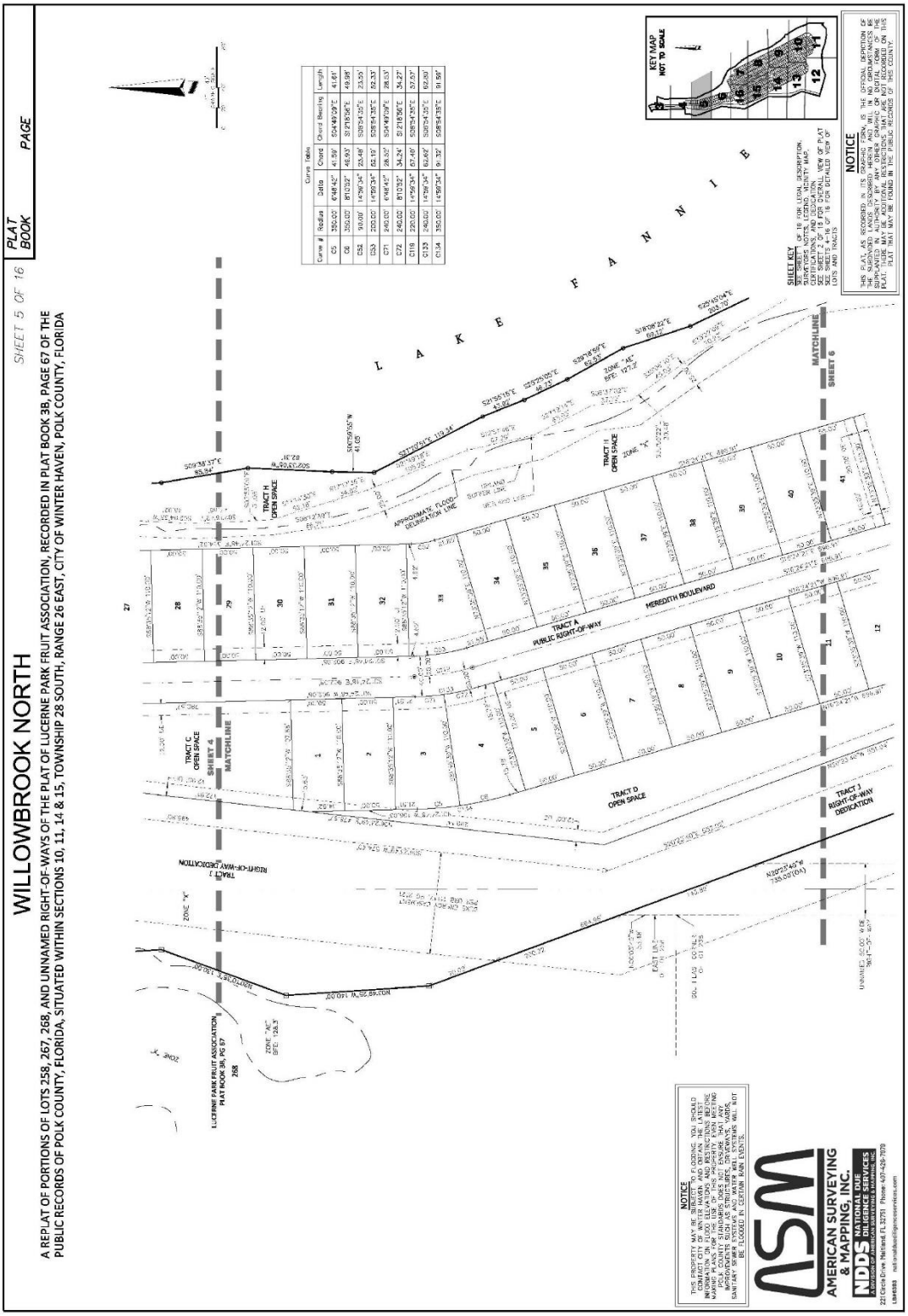


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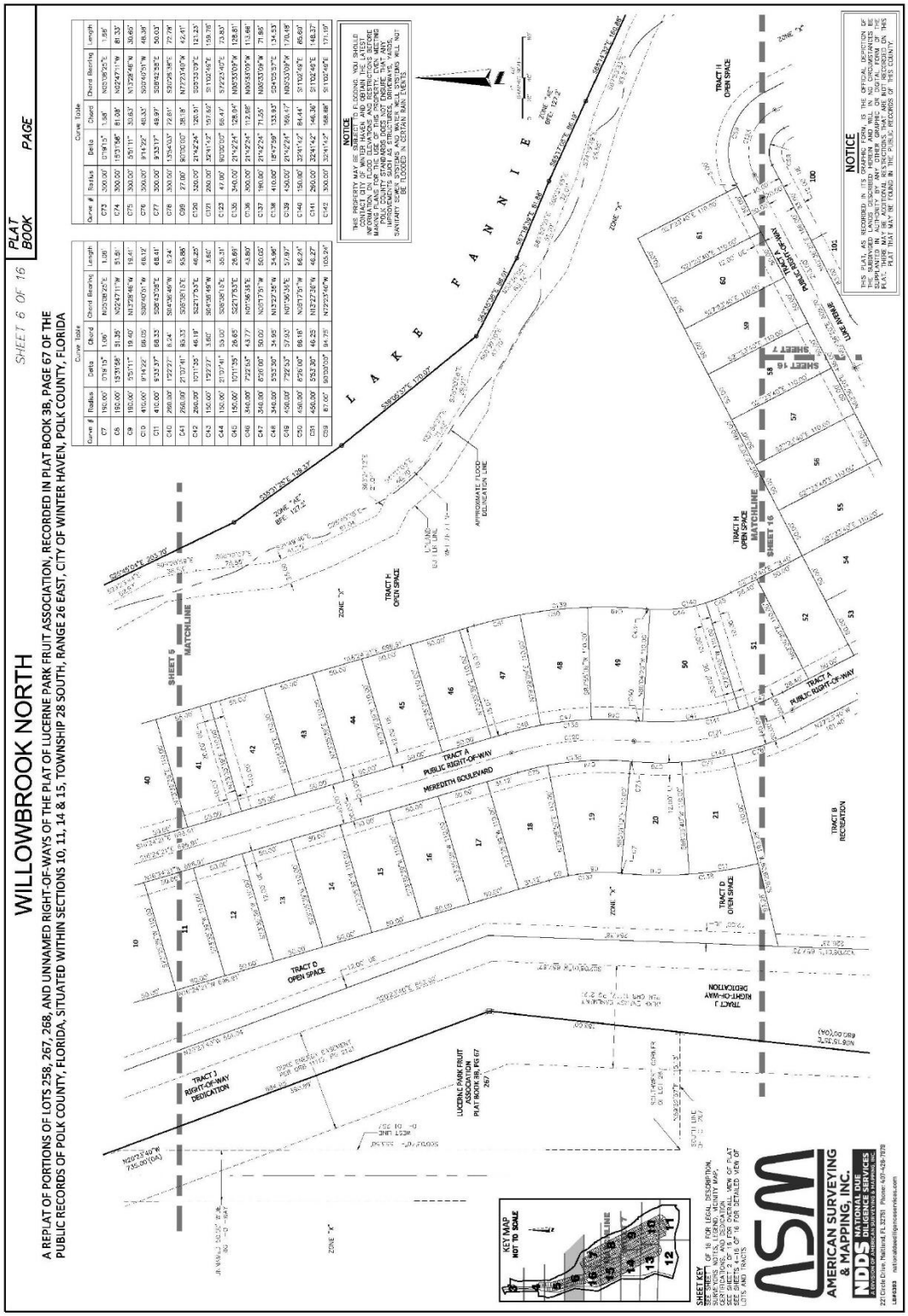


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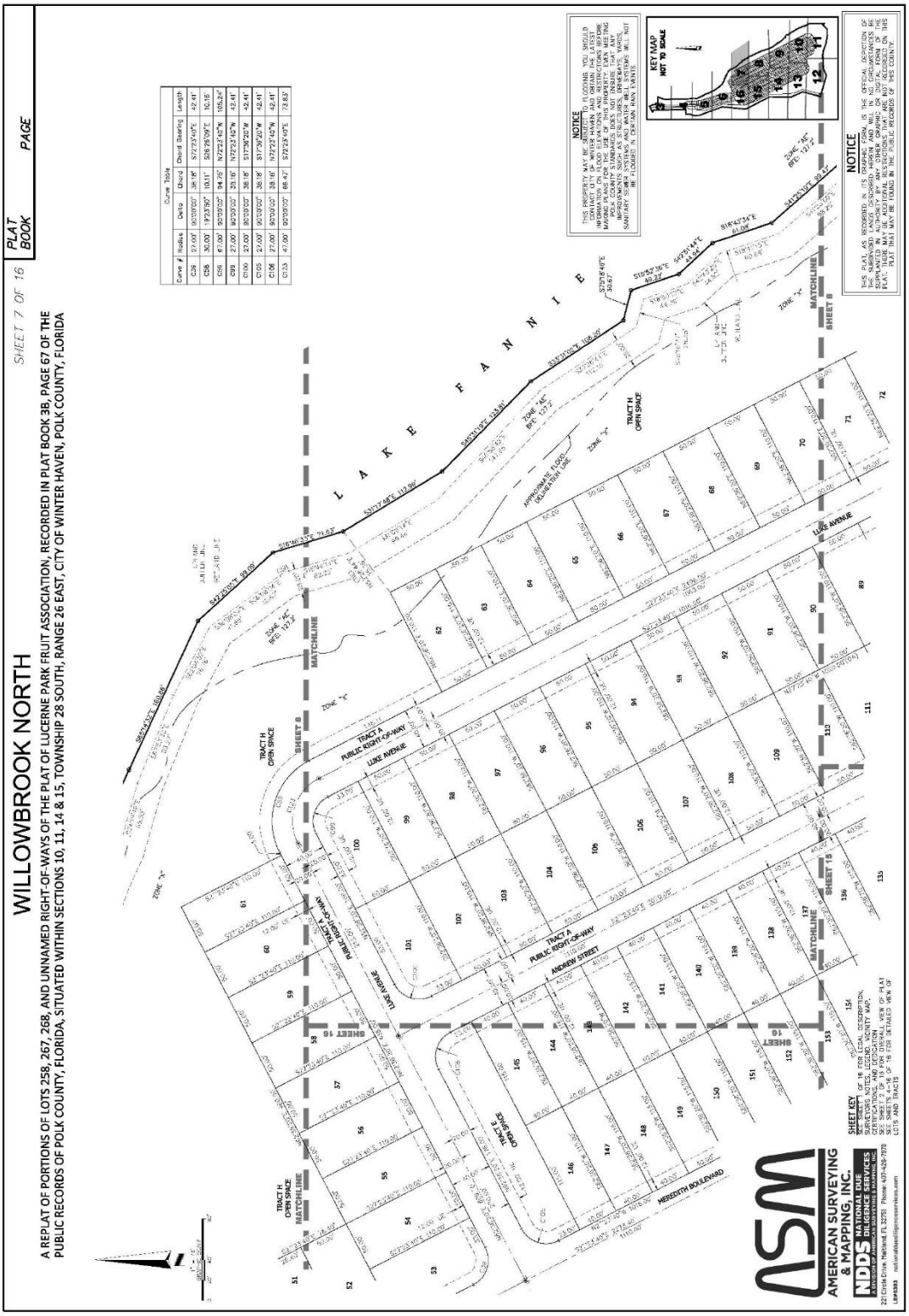


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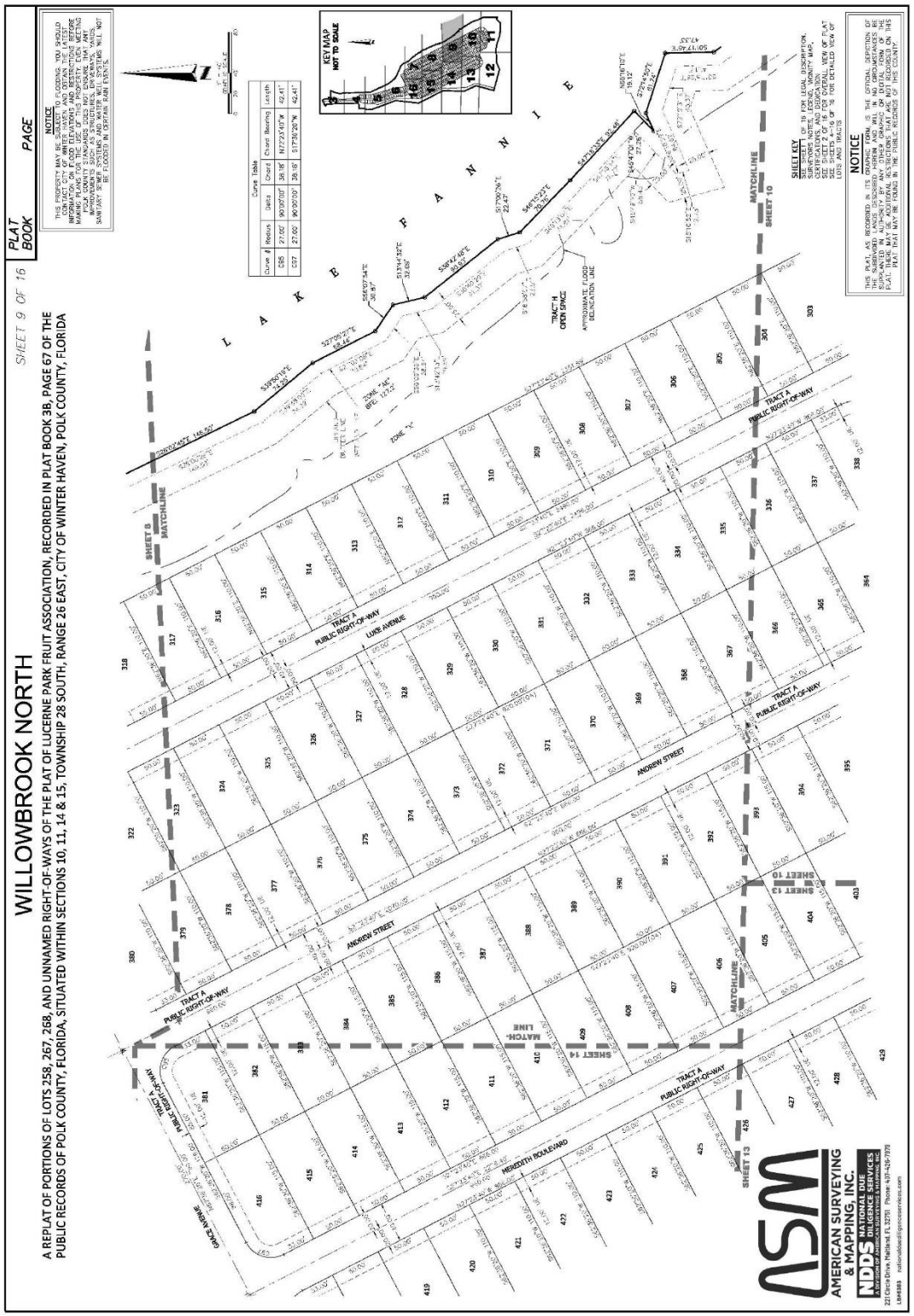


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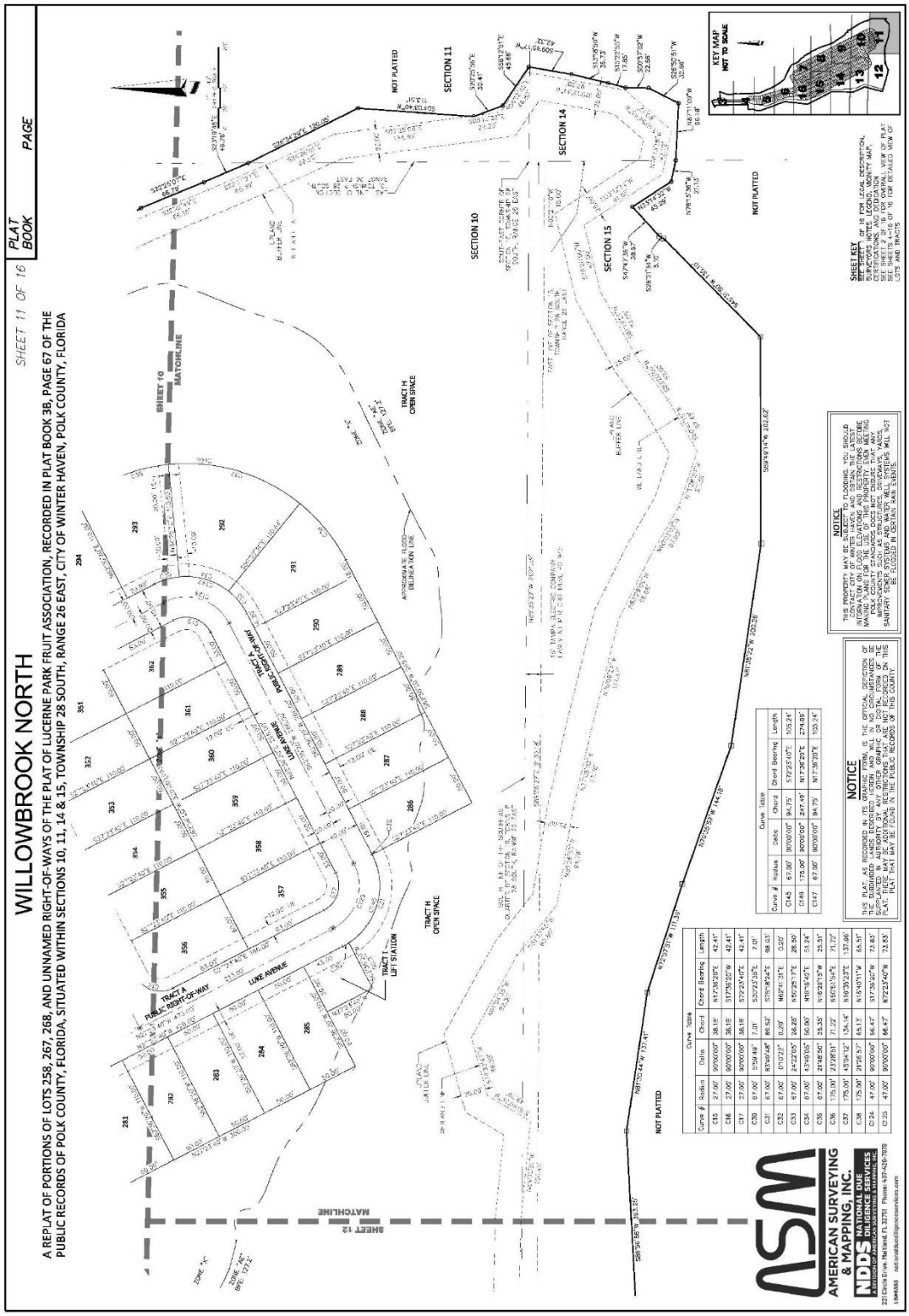


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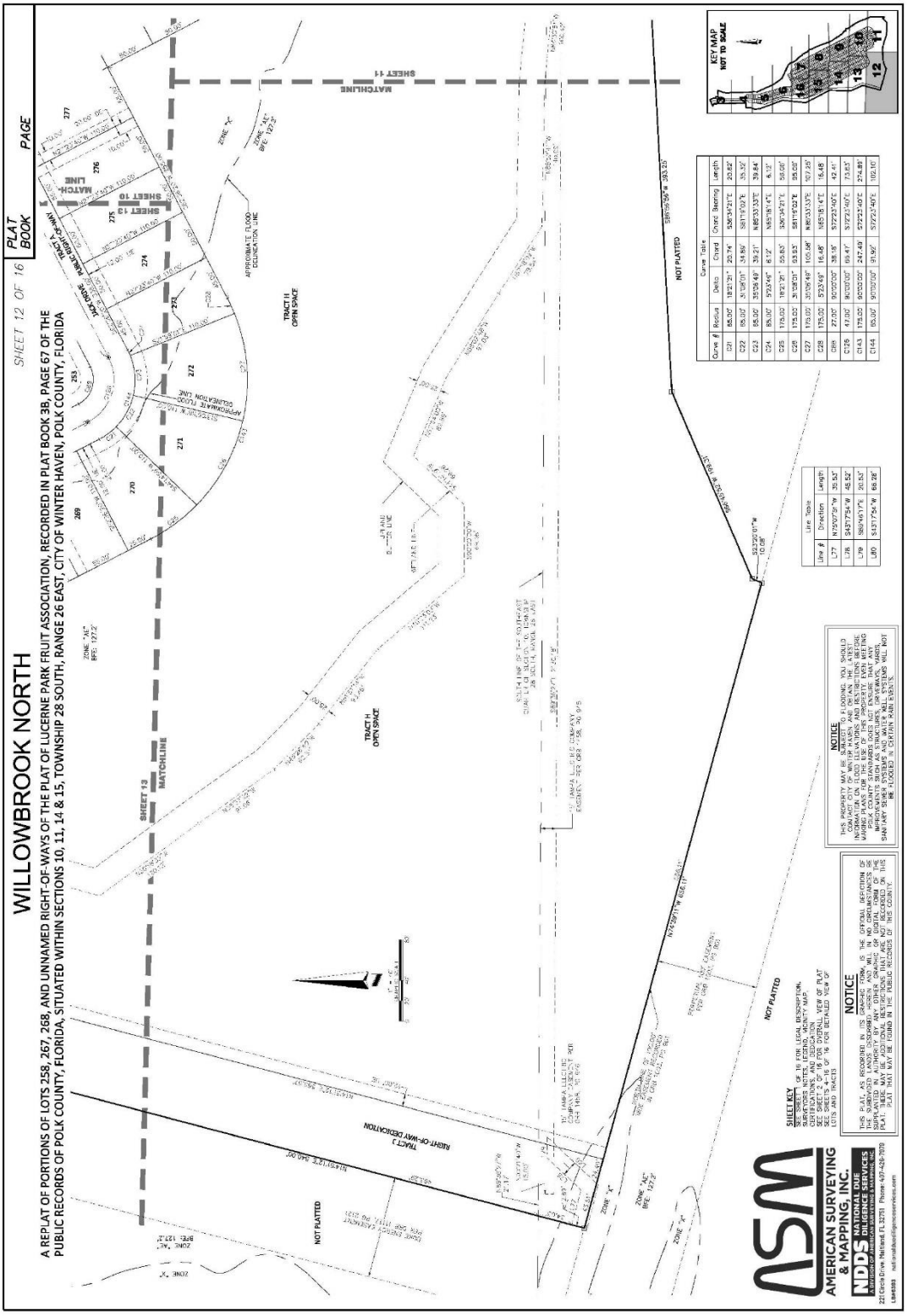


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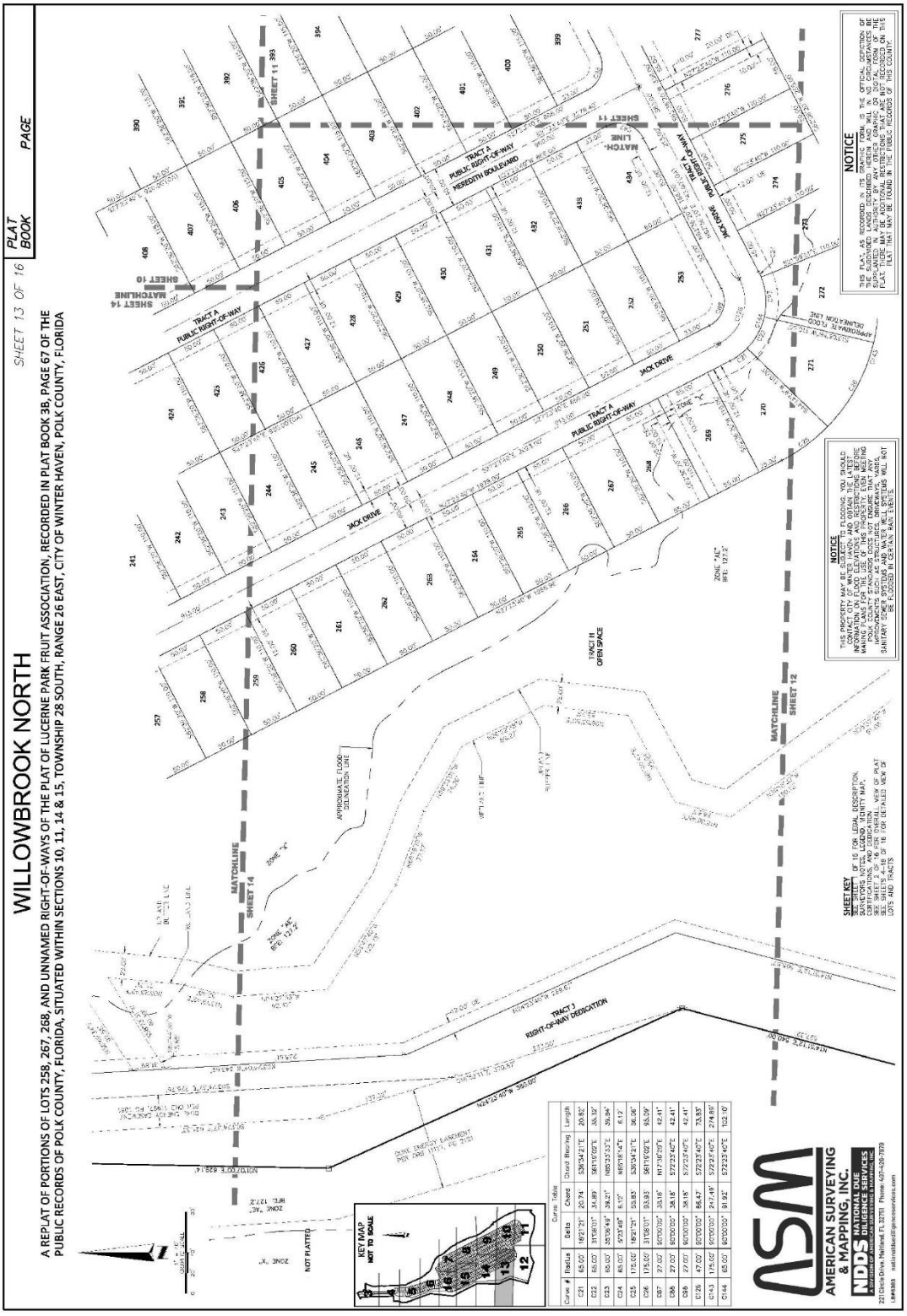


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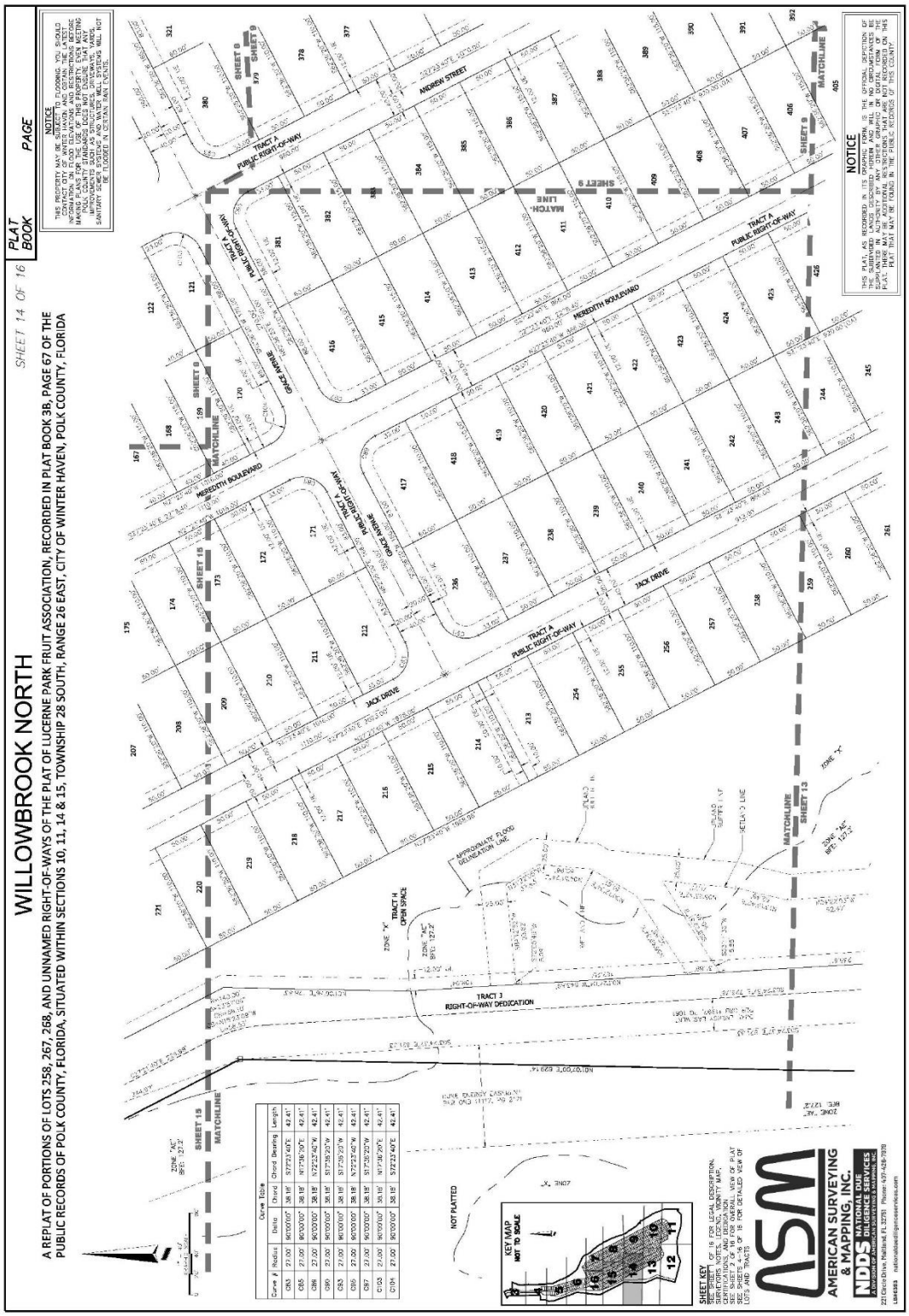


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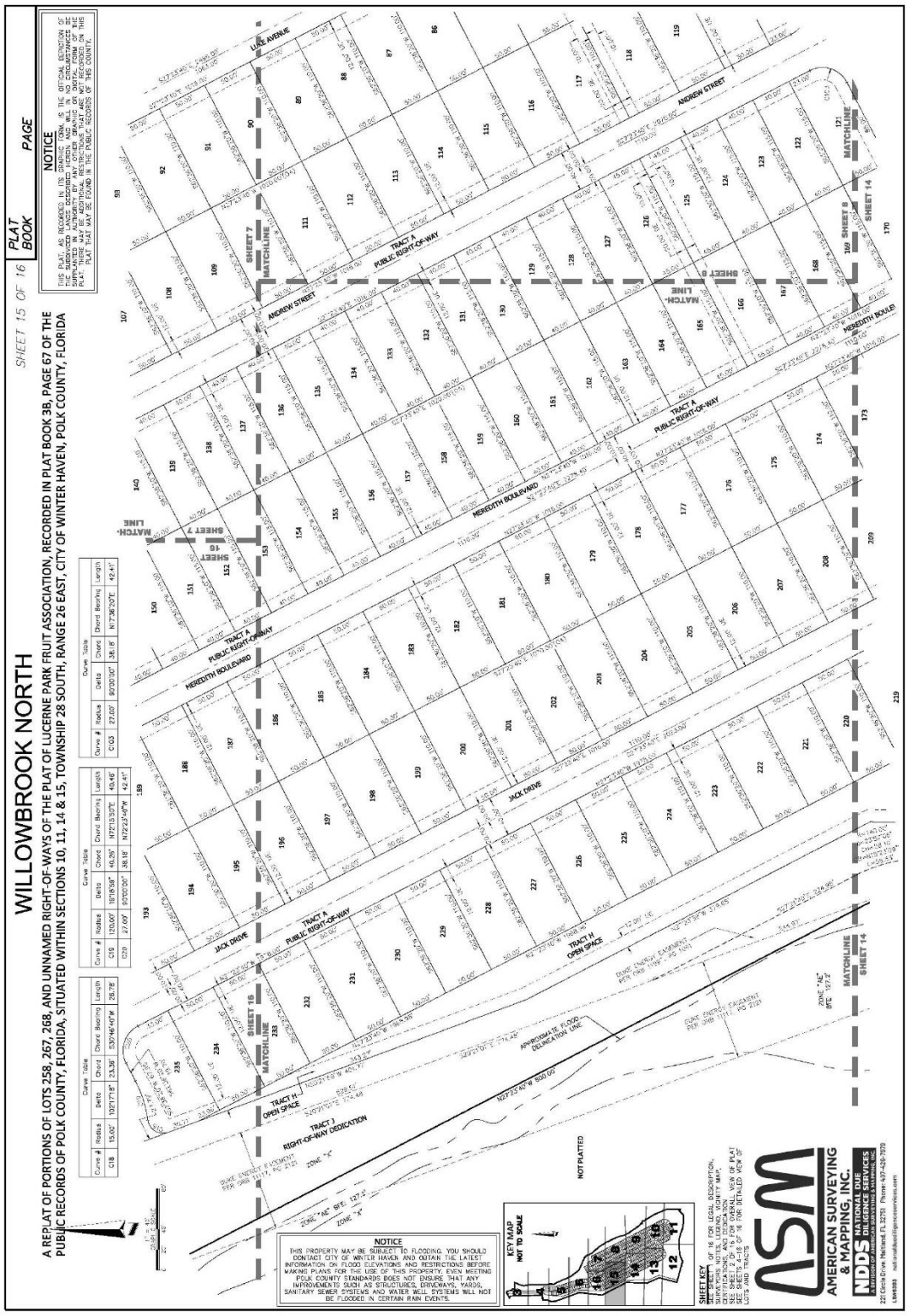


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Curve #	Radius	Delta	Chord	Chord Bearing	Length
C4	100.00'	16°41'29"	29.03'	N77°57'04"E	29.15'
C11	410.00'	9°33'57"	68.33'	S28°43'58"E	68.41'
C18	15.00'	102°17'46"	23.36'	S36°46'40"W	26.78'
C19	120.00'	19°16'59"	40.26'	N72°15'39"E	40.46'
C20	27.00'	90°00'00"	38.18'	N12°23'40"W	42.41'
C38	27.00'	90°00'00"	38.18'	S77°23'40"E	42.41'
C42	260.00'	10°11'35"	46.19'	S22°17'53"E	46.25'
C45	150.00'	10°11'35"	26.82'	S22°17'53"E	26.89'
C59	07.00'	90°00'00"	94.75'	N72°23'40"W	105.24'
C77	300.00'	9°33'17"	49.97'	S58°42'58"E	50.03'
C78	300.00'	13°54'05"	72.81'	S63°56'38"E	72.78'
C80	80.00'	16°41'29"	23.22'	N72°57'04"E	23.33'
C81	15.00'	102°50'12"	23.43'	S45°17'05"E	26.32'
C82	27.00'	90°00'00"	38.18'	N17°36'20"E	42.41'
C84	27.00'	90°00'00"	38.18'	S17°36'20"W	42.41'
C85	27.00'	90°00'00"	38.18'	N72°23'40"W	42.41'
C89	27.00'	90°00'00"	38.18'	N72°23'40"W	42.41'
C100	27.00'	90°00'00"	38.18'	S17°36'20"W	42.41'
C105	27.00'	90°00'00"	38.18'	S17°36'20"W	42.41'
C108	27.00'	90°00'00"	38.18'	N72°23'40"W	42.41'
C121	286.00'	30°41'04"	107.60'	S11°02'46"E	109.28'
C123	47.00'	90°00'00"	66.47'	S77°23'40"E	73.83'
C128	410.00'	18°47'56"	133.93'	S04°05'37"E	134.53'
C141	260.00'	32°41'42"	146.36'	S11°02'46"E	146.37'
C142	300.00'	32°41'42"	168.88'	S11°02'46"E	171.19'

Line #	Direction	Length
L75	N59°17'48"E	23.36'

DATE: May 18, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Katrina Hill, Director of Public Affairs & Communication
Alex Santiago, Grant & Aid Application Review Committee Chairman

SUBJECT: Recommendation of Not-For-Profit Grant & Aid Program Disbursements for Fiscal Year 2026/2027

BACKGROUND

The City of Winter Haven has had an historic practice of providing funds to help subsidize not-for-profit agencies providing services which have a positive impact on local citizens and businesses. Agencies receiving such financial support have worked to help further the mission, goals, and objectives of the City, and/or provided services that were significant to the community but not within the normal services provided by the City (e.g., housing support, feeding programs, youth and senior programs, etc.) Over time, this funding initiative came to be known as the Not-For-Profit Grant & Aid Program, and was accounted for within the General Fund annual budget.

On May 9, 2022, the City Commission passed Resolution R-22-19, officially establishing the Grant & Aid Application Review Committee (GAARC). On September 22, 2025, the City Commission passed Resolution R-25-48 further refining the structure of the GAARC. This committee evaluates the applications and provides a recommendation to the City Commission specific to the external not-for-profit agencies seeking Grant & Aid Funding.

Refinements to the process were recommended, approved by vote of the City Commission, and implemented for the FY 2026/2027 application cycle including:

- Exclude schools and foundations from the funding process.
- Fund legacy applicants at their existing levels after a review of their application proves continued compliance and worthiness.
- Set the starting budget level at a 10% increase on last year's total awarded amount. That equates to $382,537.
- Prioritize the following factors:
    - Programs that serve children;

- Programs that serve the elderly;
- Programs that serve individuals experiencing homelessness;
- Programs that demonstrate strong fiscal responsibility, measurable impact, and a clear return on investment.

Four training sessions were held for potential applicants on the following dates:

- Saturday, February 7, 2026, 9:00 – 10:00 a.m.
- Wednesday, February 11, 2026, 3:00 – 4:00 p.m.
- Thursday, February 19, 2026, Noon – 1:00 p.m.
- Monday, February 23, 2026, 2:00 – 3:00 p.m.

118 individuals representing 97 unique organizations attended a training session.

The window for agencies to submit applications online opened March 2, 2026 and closed March 13, 2026.

The program, including mandatory training dates, was advertised via an email sent to all past applicants and those who receive the City's newsletter, posted on the City's social media outlets and on the website, and also promoted via the Chamber of Commerce and a press release.

A total of 58 applications were received. City staff compiled the applications and performed a completeness audit specific to the applicants' attendance at training, minimum of two years serving Winter Haven residents, and inclusion of the required budget document, IRS determination, Sunbiz verification, and W9. Staff worked with applicants whose applications were incomplete to ensure all requirements were met before the end of the application correction window on April 10, 2026. All applications were provided to the GAARC.

On May 5, 2026, the GAARC met in the John Fuller Auditorium to review and deliberate on the applications. This meeting was properly noticed by the City Clerk.

For each application, the Committee reviewed the appropriateness of the application for consideration of funding, or to deny the application based on various elements (e.g., completeness of application and paperwork, anticipated impact, location of services, reporting on use of previous grant funds, population served, etc.). Committee members with conflicts of interest verbally disclosed those conflicts, filed Form 8B, and recused themselves from voting on applicable organizations. Applicants that attended the meeting were allowed to address the committee when recognized by the Chair to answer questions or offer additional context. The committee adjourned this session without finalizing funding recommendations.

On May 15, 2026 the GAARC met in John Fuller Auditorium to complete deliberations on the applications. This meeting was properly noticed by the City Clerk.

The committee discussed the remaining applications and then reviewed all allocations. The committee made some final adjustments. Committee members with conflicts of interest verbally disclosed those conflicts, filed Form 8B, and recused themselves from voting on applicable organizations. Applicants that attended the meeting were allowed to address the committee when recognized by the Chair to answer questions or offer additional context. One organization pulled their application from consideration of funding via a comment at the meeting followed by a request in writing.

A motion was made to approve an initial set of award recommendations for 57 applicants, excluding 3 organizations with a filed conflict of interest Form 8B (First Missionary Baptist Church, Florence Villa Community Association, Inc. (FVCA), and Carter Mather American Legion Post 201 Florence Villa). The motion passed unanimously.

A second motion was made to approve award recommendations for the 3 organizations with a filed conflict of interest Form 8B (First Missionary Baptist Church, Florence Villa Community Association, Inc. (FVCA), and Carter Mather American Legion Post 201 Florence Villa). The motion passed unanimously with committee member Abdulrahim Al-Khatib recusing himself from the vote.

A third and final motion was made to authorize the complete set of funding recommendations and forward the same to the City Commission. The motion passed unanimously.

With respect to the FY27 applications, the committee recommends the following allocation of funds.

Award amounts with an asterisk (*) indicate GAARC funding recommendations higher than the application's requested amount. Organizations with a double asterisk (**) indicate the organization withdrew their application from consideration.

Not for Profit Agency Name	2026-27 Amount Requested	2026-27 GAARC Recommendation	2025-26 Amount Awarded
LEGACY – Boys & Girls Clubs of Polk County	45,000	45,000	45,000
LEGACY – Girls Incorporated of Winter Haven	20,000	20,000	20,000
LEGACY – Learning Resource Center of Polk County, Inc.	20,000	20,000	20,000
LEGACY – Meals on Wheels of Polk County, Inc.	20,000	* 25,000	20,000
LEGACY – The Haley Center, Inc.	20,000	20,000	20,000
LEGACY – Neighborhood Service Center	20,000	20,000	20,000
RETURNING – A Community Pregnancy Center DBA LifeChoice Pregnancy Center	5,000	5,000	5,000

RETURNING – Angels of Destiny, Inc.	20,000	2,500	5,000
RETURNING – Bethel African Methodist Episcopal Church of Winter Haven, Florida, Inc.	20,000	2,500	2,500
RETURNING – Catholic Charities of Central Florida, Inc.	10,000	10,000	10,000
RETURNING – Concerned Citizens of Winter Haven	10,000	10,000	10,000
RETURNING – Cypress Gardens Water Ski Team, Inc	5,000	5,000	5,000
RETURNING – ECHO Ministries Inc.	3,500	3,500	2,500
RETURNING – Faith Xtreme Inc	20,000	10,000	10,000
RETURNING – First Missionary Baptist Church	20,000	7,500	5,000
RETURNING – Florence Villa Community Association, Inc. (FVCA)	20,000	—	5,000
RETURNING – Girl Scouts of West Central Florida	20,000	10,000	7,000
RETURNING – Habitat for Humanity of East Polk County, Inc. **	10,000	—	5,000
RETURNING – Heart for Winter Haven	20,000	5,000	5,000
RETURNING – Helpers One 2 Another	10,000	7,500	3,500
RETURNING – House of Hope of Polk County, Inc.	15,000	—	3,000
RETURNING – Humane Society of Polk County	7,500	3,500	3,351
RETURNING – Junior League of Greater Winter Haven	10,000	5,000	5,000
RETURNING – Kid Pack Inc. dba kidsPACK, Inc.	20,000	20,000	14,910
RETURNING – Lakeland Volunteers In Medicine (LVIM)	20,000	5,000	2,500
RETURNING – Lighthouse for the Blind & Low Vision	5,000	5,000	5,000
RETURNING – Public Education Partnership of Winter Haven (PEP)	5,000	5,000	5,000
RETURNING – Refuge on the Ridge	10,000	10,000	5,000
RETURNING – Restoration Dedication Life Center Inc.	7,200	* 8,500	5,000
RETURNING – Safe Harbor House of Transformation, Inc.	12,500	—	2,500
RETURNING – SOAR Education	6,000	3,000	2,500
RETURNING – StepN2ourlane	16,000	10,000	10,000
RETURNING – Talbot House Ministries of Lakeland, Inc.	20,000	5,000	5,000
RETURNING – The Freedom Tour	10,000	10,000	10,000
RETURNING – We Care of Central Florida	5,000	5,000	5,000
RETURNING – Women's Resource Center of Florida, Inc.	10,000	5,000	5,000
NEW – A Joyful Noise Learning Academy Corp	5,000	—	Did Not Apply
NEW – Abounding in Faith Inc.	5,000	—	Did Not Apply

NEW – AdventHealth Polk Foundation	2,000	—	Did Not Apply
NEW – American Red Cross	5,000	5,000	Not Awarded
NEW – Aspiring Aviators Aero Club, Inc.	5,000	5,000	Did Not Apply
NEW – Carter Mather American Legion Post 201 Florence Villa	5,000	3,000	Did Not Apply
NEW – Cypress Junction Montessori, Inc.	5,000	—	Not Awarded
NEW – Florida Children's Museum	5,000	5,000	Did Not Apply
NEW – Get Involved Community Outreach Inc.	5,000	—	Did Not Apply
NEW – Human Environment Linking People, Inc.	5,000	—	Not Awarded
NEW – Independence Pathway, Inc.	4,133	—	Did Not Apply
NEW – Junior Achievement of Tampa Bay, Polk County	5,000	5,000	Not Awarded
NEW – Kiwanis Club of Winter Haven, Inc.	2,000	2,000	Not Awarded
NEW – Pace Center for Girls, Inc. dba Pace Polk	2,500	2,500	Not Awarded
NEW – Perseverance Youth Track & Field Club	5,000	—	Did Not Apply
NEW – Polk State College Foundation	4,500	—	Not Awarded
NEW – Positively U, Inc.	5,000	2,500	Did Not Apply
NEW – Queen Collaborative, Inc.	5,000	—	Did Not Apply
NEW – Restored Families Ministries of Winter Haven, Inc.	5,000	—	Did Not Apply
NEW – TeamUP4WH	5,000	—	Did Not Apply
NEW – Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc.	5,000	—	Did Not Apply
NEW – Winter Haven Wolverines Youth Sports League, Inc.	5,000	—	Did Not Apply
DID NOT APPLY – Central Florida Healthcare, Inc.			5,000
DID NOT APPLY – Forever Outreach, Inc.			3,500
DID NOT APPLY – Girls Leave A Mark, Inc.			5,000
DID NOT APPLY – J. Owens Academy of Fine Arts, Inc.			2,500
DID NOT APPLY – Phase 2 Compassionate Ministries Center, Inc.			2,500
DID NOT APPLY – The B.Rich Project, Inc.			2,500
DID NOT APPLY – The Mission of Winter Haven			5,000
DID NOT APPLY – Top Buttons, Inc.			7,500
Totals	**617,833**	**358,500**	**347,761**

This represents a total recommended award amount of $358,500 leaving a balance of $24,037 of the City Commission's original $382,537 budget.

Upon concluding their recommendations, the GAARC discussed meeting again in the fall to review the process and further define recommended enhancements to the program.

FINANCIAL IMPACT

The agencies and amounts recommended by the GAARC total $358,500.

STRATEGIC PLAN ALIGNMENT

- **Pillar:** Quality of Life
- **Goal:** 2.2 – Support partnerships to meet the needs of all members of the community and help those most in need find the proper pathways for support.
- **Strategy:** 2.2.2 – Identify a robust set of resources and partnerships to bring awareness to comprehensive wrap around services available to citizens.

POTENTIAL IMPACT OF NEW LEGISLATION FOR FY27

On April 22, 2026, Florida Governor Ron DeSantis signed CS/CS/SB 1134, relating to "Official Actions of Local Governments", into law as Chapter 2026-43, Laws of Florida. In pertinent part, the new law prohibits municipalities from funding or promoting, directly or indirectly, and taking official action, including but not limited to the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, and policies, as it relates to "diversity, equity, and inclusion." The new law defines "diversity equity, and inclusion" as:

- Manipulating or otherwise influencing the composition of employees with reference to race, color, sex, ethnicity, gender identity, or sexual orientation other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;

- Promoting or providing preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; and

- Promoting or adopting training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

The new law is scheduled to take effect on January 1, 2027.

In an effort to comply with the spirit and intent of the new law, the City Attorney's Office has developed a Compliance Certififcation, attached hereto, and Staff recommends that an executed copy of the same be obtained from each awardee of funds prior to disbursement.

RECOMMENDATION

Staff recommends the City Commission accept the recommendations of the Grant & Aid Application Review Committee with respect to the allocation of funds for qualified applicants for Fiscal Year 2026/2027.

ATTACHMENTS

- Grant & Aid Distribution Summary FY 2027 (spreadsheet)
- 26 05 05 Grant & Aid Application Review Committee Meeting Minutes
- 26 05 15 Grant & Aid Application Review Committee Meeting Minutes
- 26 05 05 Conflict of Interest Disclosures
- 26 05 15 Conflict of Interest Disclosures
- 26 05 05 Agency Sign-In Sheet
- 26 05 15 Agency Sign-In Sheet
- 26 04 13 City Commission Guidance to GAARC Summary
- 26 05 05 Communication from Commissioner Chad Davis to the GAARC
- Compliance Certificate re: Official Acts of Local Governments

$ -	Applied, Not Awarded	FY26 Total Budget:	Legacy	Returning	New				
DNA	Did Not Apply								
		Remaining Budget:		$ 24,037					
			$ 617,833	$ 358,500	$ 347,761	$ 318,646	$ 305,000	$ 305,000	$ 311,000
			FY27 (2026-27)		FY26 (2025-26)	FY25 (2024-25)	FY24 (2023-24)	FY23 (2022-23)	FY22 (2021-22)
Focus Area	**Applicant type**	**Organization**	**Amt. Requested**	**Amt. Recommended**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**
Education / Youth Development (outside of the traditional school day)	Legacy agency.	Boys & Girls Clubs of Polk County	$ 45,000	**$ 45,000**	$ 45,000	$ 45,000	$ 45,000.00	$ 45,000.00	$ 45,000.00
Education / Youth Development (outside of the traditional school day)	Legacy agency.	Girls Incorporated of Winter Haven	$ 20,000	**$ 20,000**	$ 20,000	$ 20,000	$ 18,000.00	$ 18,000.00	$ 18,000.00
Education / Youth Development (outside of the traditional school day)	Legacy agency.	Learning Resource Center of Polk County, Inc. (PEP Operator)	$ 20,000	**$ 20,000**	$ 20,000	$ 20,000	$ 20,000.00	$ 20,000.00	$ 20,000.00
Food Security	Legacy agency.	MEALS ON WHEELS OF POLK COUNTY INC	$ 20,000	**$ 25,000**	$ 20,000	$ 20,000	$ 17,500.00	$ 15,000.00	$ 15,000.00
Healthcare	Legacy agency.	The Haley Center, Inc.	$ 20,000	**$ 20,000**	$ 20,000	$ 20,000	$ 20,000.00		$ 33,000.00
Mental Health	Legacy agency.	Neighborhood Service Center	$ 20,000	**$ 20,000**	$ 20,000	$ 20,000	$ 20,000.00	$ 20,000.00	$ 20,000.00
Healthcare	Returning applicant.	A Community Pregnancy Center DBA LifeChoice Pregnancy Center	$ 5,000	**$ 5,000**	$ 5,000	$ 5,000			
Education / Youth Development (outside of the traditional school day)	Returning applicant.	ANGELS OF DESTINY INC	$ 20,000	**$ 2,500**	$ 5,000	$ 2,500			
Education / Youth Development (outside of the traditional school day)	Returning applicant.	Bethel African Methodist Episcopal Church of Winter Haven, Florida, Inc	$ 20,000	**$ 2,500**	$ 2,500				
Housing Availability, Attainability, or Stability	Returning applicant.	Catholic Charities of Central Florida, Inc.	$ 10,000	**$ 10,000**	$ 10,000	$ 7,500	$ 2,500.00		
Food Security	Returning applicant.	Concerned Citizens of Winter Haven	$ 10,000	**$ 10,000**	$ 10,000	$ 10,000	$ 10,000.00	$ 10,000.00	$ 10,000.00
Education / Youth Development (outside of the traditional school day)	Returning applicant.	Cypress Gardens Water Ski Team, Inc	$ 5,000	**$ 5,000**	$ 5,000	$ 5,000	$ 5,000.00		
Education / Youth Development (outside of the traditional school day)	Returning applicant.	ECHO Ministries Inc.	$ 3,500	**$ 3,500**	$ 2,500	$ 2,500			
Education / Youth Development (outside of the traditional school day)	Returning applicant.	Faith Xtreme Inc	$ 20,000	**$ 10,000**	$ 10,000	$ 10,000	$ 7,000.00	$ 14,602.00	$ 15,000.00
Food Security	Returning applicant.	First Missionary Baptist Church	$ 20,000	**$ 7,500**	$ 5,000	$ 3,000		$ 3,000.00	
Education / Youth Development (outside of the traditional school day)	Returning applicant.	Florence Villa Community Association, Inc. (FVCA)	$ 20,000	**$ -**	$ 5,000	$ 2,500		$ 3,000	
Education / Youth Development (outside of the traditional school day)	Returning applicant.	Girl Scouts of West Central Florida	$ 20,000	**$ 10,000**	$ 7,000	$ 4,000			
Housing Availability, Attainability, or Stability	Returning applicant.	Habitat for Humanity of East Polk County, Inc	$ 10,000	**$ -**	$ 5,000	$ 7,500	$ 3,000.00	$ 3,000.00	
Housing Availability, Attainability, or Stability	Returning applicant.	Heart for Winter Haven	$ 20,000	**$ 5,000**	$ 5,000			$ 7,500	$ 7,500
Food Security	Returning applicant.	HELPERS ONE 2 ANOTHER	$ 10,000	**$ 7,500**	$ 3,500	$ 2,500	$ 2,500.00		
Food Security	Returning applicant.	House of Hope of Polk County, Inc.	$ 15,000	**$ -**	$ 3,000	$ 3,000		$ 3,000.00	
Healthcare	Returning applicant.	Humane Society of Polk County	$ 7,500	**$ 3,500**	$ 3,351				
Healthcare	Returning applicant.	Junior League of Greater Winter Haven	$ 10,000	**$ 5,000**	$ 5,000		$ 4,000	$ 3,650	$ 5,000
Food Security	Returning applicant.	Kid Pack Inc. dba kidsPACK, Inc.	$ 20,000	**$ 20,000**	$ 14,910	$ 13,646		$ 13,646.00	$ 20,000.00
Healthcare	Returning applicant.	Lakeland Volunteers In Medicine (LVIM)	$ 20,000	**$ 5,000**	$ 2,500	$ 2,500			
Housing Availability, Attainability, or Stability	Returning applicant.	Lighthouse for the Blind & Low Vision	$ 5,000	**$ 5,000**	$ 5,000	$ 5,000	$ 5,000.00	$ 3,000.00	
Education / Youth Development (outside of the traditional school day)	Returning applicant.	Public Education Partnership of Winter Haven (PEP)	$ 5,000	**$ 5,000**	$ 5,000				
Mental Health	Returning applicant.	Refuge on the Ridge	$ 10,000	**$ 10,000**	$ 5,000				
Food Security	Returning applicant.	Restoration Dedication Life Center Inc.	$ 7,200	**$ 8,500**	$ 5,000	$ 5,000			
Housing Availability, Attainability, or Stability	Returning applicant.	Safe Harbor House of Transformation, Inc.	$ 12,500	**$ -**	$ 2,500				
Education / Youth Development (outside of the traditional school day)	Returning applicant.	SOAR Education	$ 6,000	**$ 3,000**	$ 2,500		$ 2,500	$ 3,000	
Education / Youth Development (outside of the traditional school day)	Returning applicant.	StepN2ourlane	$ 16,000	**$ 10,000**	$ 10,000	$ 10,000	$ 10,000.00	$ 10,000.00	$ 10,000.00
Housing Availability, Attainability, or Stability	Returning applicant.	Talbot House Ministries of Lakeland, Inc.	$ 20,000	**$ 5,000**	$ 5,000	$ 5,000		$ 3,000	
Food Security	Returning applicant.	The Freedom Tour	$ 10,000	**$ 10,000**	$ 10,000	$ 5,000		$ 2,000.00	
Healthcare	Returning applicant.	We Care of Central Florida	$ 5,000	**$ 5,000**	$ 5,000	$ 4,000	$ 3,000.00	$ 3,000.00	
Housing Availability, Attainability, or Stability	Returning applicant.	Women's Resource Center of Florida, Inc.	$ 10,000	**$ 5,000**	$ 5,000				
Education / Youth Development (outside of the traditional school day)	New applicant.	A Joyful Noise Learning Academy Corp	$ 5,000	**$ -**	DNA				
Economic & Employment Opportunities	New applicant.	Abounding In Faith Inc.	$ 5,000	**$ -**	DNA				
Healthcare	New applicant.	AdventHealth Polk Foundation	$ 2,000	**$ -**	DNA				
Housing Availability, Attainability, or Stability	New applicant.	American Red Cross	$ 5,000	**$ 5,000**	**$ -**				
Education / Youth Development (outside of the traditional school day)	New applicant.	Aspiring Aviators Aero Club, Inc.	$ 5,000	**$ 5,000**	DNA		$ 7,000	$ 5,000	

$ -	Applied, Not Awarded	FY26 Total Budget:	Legacy	Returning	New				
DNA	Did Not Apply								
		Remaining Budget:		$ 24,037					
			$ 617,833	$ 358,500	$ 347,761	$ 318,646	$ 305,000	$ 305,000	$ 311,000
			FY27 (2026-27)		FY26 (2025-26)	FY25 (2024-25)	FY24 (2023-24)	FY23 (2022-23)	FY22 (2021-22)
Focus Area	**Applicant type**	**Organization**	**Amt. Requested**	**Amt. Recommended**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**
Education / Youth Development (outside of the traditional school day)	New applicant.	Carter Mather American Legion Post 201 Florence Villa	$ 5,000	**$ 3,000**	DNA				
Education / Youth Development (outside of the traditional school day)	New applicant.	Cypress Junction Montessori, Inc.	$ 5,000	$ -	$ -	$ 5,000	$ 5,000.00		
Education / Youth Development (outside of the traditional school day)	New applicant.	Florida Children's Museum	$ 5,000	**$ 5,000**	DNA	$ 2,500			
Education / Youth Development (outside of the traditional school day)	New applicant.	Get Involved Community Outreach Inc.	$ 5,000	$ -	DNA				
Food Security	New applicant.	Human Environment Linking People,Inc	$ 5,000	$ -	$ -		$ 2,500		
Education / Youth Development (outside of the traditional school day)	New applicant.	Independence Pathway Inc	$ 4,133	$ -	DNA				
Education / Youth Development (outside of the traditional school day)	New applicant.	Junior Achievement of Tampa Bay, Polk County	$ 5,000	**$ 5,000**	$ -				
Education / Youth Development (outside of the traditional school day)	New applicant.	KIWANIS CLUB OF WINTER HAVEN, INC.	$ 2,000	**$ 2,000**	--	$ 5,000	$ 2,500.00		
Mental Health	New applicant.	Pace Center for Girls, Inc. dba Pace Polk	$ 2,500	**$ 2,500**	DNA				
Youth Sports	New applicant.	Perseverance Youth Track & FIeld Club	$ 5,000	$ -	DNA				
Economic & Employment Opportunities	New applicant.	Polk State College Foundation	$ 4,500	$ -	$ -	$ 7,500	$ 5,000.00		
Food Security	New applicant.	Positively U Inc	$ 5,000	**$ 2,500**	DNA	$ 3,500			
Mental Health	New applicant.	Queen Collaborative, INC	$ 5,000	$ -	DNA				
Healthcare	New applicant.	Restored Families Ministries of Winter Haven Inc.	$ 5,000	$ -	DNA				
Education / Youth Development (outside of the traditional school day)	New applicant.	TeamUP4WH	$ 5,000	$ -	DNA				
Education / Youth Development (outside of the traditional school day)	New applicant.	Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc.	$ 5,000	$ -	DNA				
Youth Sports	New applicant.	Winter Haven Wolverines Youth Sports League, Inc.	$ 5,000	$ -	DNA				
DNA	DNA	Abiding Savior Lutheran Church of Winter Haven, Inc.	DNA	DNA	DNA				
DNA	DNA	Achievement Academy, Inc.	DNA	DNA	$ -	$ 3,500			
DNA	DNA	AEA Avenues Inc.	DNA	DNA	DNA				
DNA	DNA	Angels Care Center of Eloise, Inc.	DNA	DNA	DNA		$ 2,500	$ 2,500	
DNA	DNA	Ann's Angels Adaptive Waterski Foundation	DNA	DNA	$ -				
DNA	DNA	Apex Soccer Academy Inc	DNA	DNA	$ -				
DNA	DNA	Ashley Gibson Barnett Museum of Art at Florida Southern College, Inc.	DNA	DNA	$ -	$ 2,500			$ 2,500
DNA	DNA	Bruised but not Destroyed, Inc.	DNA	DNA	DNA		$ 10,000	$ 10,000	$ 10,000
DNA	DNA	Building Bridges Ministries International Inc	DNA	DNA	DNA				
DNA	DNA	Central Florida Healthcare, Inc.	DNA	DNA	$ 5,000	$ 5,000			
DNA	DNA	Chain of Lakes Achievers, Inc.	DNA	DNA	DNA				$ 5,000
DNA	DNA	Church of God and True Holiness	DNA	DNA	DNA			$ 3,000	
DNA	DNA	Circle of Love of Polk Country, Inc.	DNA	DNA	DNA				$ 2,000
DNA	DNA	Culpepper Cardiac Foundation Inc.	DNA	DNA	$ -				
DNA	DNA	Delta Research and Educational Foundation (DREF)	DNA	DNA	$ -				
DNA	DNA	Driven With A Purpose Inc. (DWAP Inc.)	DNA	DNA	$ -				
DNA	DNA	Eagle Lake Sports Association Incorporated	DNA	DNA	$ -				
DNA	DNA	ElderPoint Ministries of Greater Lakeland, Inc.	DNA	DNA	DNA				
DNA	DNA	Forever Outreach Inc.	DNA	DNA	$ 3,500	$ 3,500	$ 2,500.00		
DNA	DNA	GCTE Center Inc.	DNA	DNA	DNA		$ 10,000	$ 14,602	$ 20,000
DNA	DNA	Girls Leave A Mark Inc	DNA	DNA	$ 5,000				
DNA	DNA	Havendale Community Development (Multiply Christian Church)	DNA	DNA	DNA		$ 4,000	$ 3,000	
DNA	DNA	Illusion All-Star Cheer Inc.	DNA	DNA	$ -				
DNA	DNA	Integrity Youth Association, Inc.	DNA	DNA	DNA				

$ -	Applied, Not Awarded	FY26 Total Budget:	Legacy	Returning	New				
DNA	Did Not Apply								
		Remaining Budget:		$ 24,037					
			$ 617,833	$ 358,500	$ 347,761	$ 318,646	$ 305,000	$ 305,000	$ 311,000
			FY27 (2026-27)		FY26 (2025-26)	FY25 (2024-25)	FY24 (2023-24)	FY23 (2022-23)	FY22 (2021-22)
Focus Area	**Applicant type**	**Organization**	**Amt. Requested**	**Amt. Recommended**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**
DNA	DNA	J. Owens Academy of Fine Arts, Inc.	DNA	DNA	$ 2,500				
DNA	DNA	Jewett Golf Association Inc	DNA	DNA	DNA	$ 7,500	$ 5,000.00		
DNA	DNA	Kids Nation Cares Foundation	DNA	DNA	DNA				
DNA	DNA	Language & Literacy Academy for Learning	DNA	DNA	$ -				
DNA	DNA	Living Word of Faith Assembly of God	DNA	DNA	DNA				
DNA	DNA	MacDonald Training Center (MTC), Inc.	DNA	DNA	$ -				
DNA	DNA	Marcias' Sons of Thunder Inc.	DNA	DNA	$ -				
DNA	DNA	Metronews Paper INC	DNA	DNA	DNA				
DNA	DNA	Mid Florida Community Services, Inc.	DNA	DNA	DNA				$ 4,000
DNA	DNA	Mid-Florida Eagles, Young Marines	DNA	DNA	$ -				
DNA	DNA	Mind, Body, and Soul Outreach Inc.	DNA	DNA	DNA			$ 3,000	
DNA	DNA	Mulberry Community Service Center, Inc.	DNA	DNA	DNA				
DNA	DNA	New Beginnings High School	DNA	DNA	$ -				
DNA	DNA	Our Career Centered Academy, Inc.	DNA	DNA	DNA				
DNA	DNA	PAUL GREEN FOUNDATION INC.	DNA	DNA	$ -				
DNA	DNA	Peyton's Purpose Inc	DNA	DNA	DNA	$ 3,000	$ 3,000.00	$ 3,000.00	
DNA	DNA	Phase 2 Compassionate Ministries Center, Inc.	DNA	DNA	$ 2,500				
DNA	DNA	Pieces To Peace Counseling Charities	DNA	DNA	DNA			$ 9,000	$ 9,000
DNA	DNA	Polk County Bully Project	DNA	DNA	DNA				
DNA	DNA	Polk County Pressure Youth Sports	DNA	DNA	$ -		$ 1,000		
DNA	DNA	Polk Education Foundation & Business Partnership, Inc.	DNA	DNA	$ -				
DNA	DNA	Potege's Multi Service Community Center Inc. (PMSCC)	DNA	DNA	DNA				
DNA	DNA	Project Love of Eloise, Inc.	DNA	DNA	DNA		$ 2,500	$ 2,500	
DNA	DNA	Purpose Driven United Corp	DNA	DNA	$ -				
DNA	DNA	PUZZLES LOVE AUTISM FOUNDATION	DNA	DNA	$ -				
DNA	DNA	RISE UP FEED AND SEED MINITRIES	DNA	DNA	DNA				
DNA	DNA	RPC Helps Food Pantry, Inc.	DNA	DNA	DNA				
DNA	DNA	SAVE A LIFE MINISTRIES FLORIDA INC	DNA	DNA	$ -				
DNA	DNA	Sea Lives Transition Center Inc.	DNA	DNA	$ -				
DNA	DNA	Self Excel, Inc.	DNA	DNA	DNA			$ 3,000	
DNA	DNA	Tabernacle of Praise Christian Center	DNA	DNA	DNA				
DNA	DNA	TeamUP4WH	DNA	DNA	$ -				
DNA	DNA	The B.Rich Project, Inc.	DNA	DNA	$ 2,500				
DNA	DNA	The Historic Ritz Theatre, Inc.	DNA	DNA	DNA		$ 40,000	$ 40,000	$ 40,000
DNA	DNA	The Mission of Winter Haven	DNA	DNA	$ 5,000	$ 2,500	$ 2,500.00		
DNA	DNA	Top Buttons, Inc.	DNA	DNA	$ 7,500	$ 7,500	$ 5,000.00	$ 3,000.00	
DNA	DNA	Total Life Community Health Inc	DNA	DNA	DNA				
DNA	DNA	United Way of Central Florida, Inc.	DNA	DNA	$ -				
DNA	DNA	Valor Living Foundation	DNA	DNA	$ -				
DNA	DNA	We Deserve Care Too, Inc.	DNA	DNA	$ -				
DNA	DNA	William's Temple CME	DNA	DNA	DNA				

$ -	Applied, Not Awarded	FY26 Total Budget:	Legacy	Returning	New				
DNA	Did Not Apply								
			Remaining Budget:	$ 24,037					
			$ 617,833	$ 358,500	$ 347,761	$ 318,646	$ 305,000	$ 305,000	$ 311,000
			FY27 (2026-27)		FY26 (2025-26)	FY25 (2024-25)	FY24 (2023-24)	FY23 (2022-23)	FY22 (2021-22)
Focus Area	**Applicant type**	**Organization**	**Amt. Requested**	**Amt. Recommended**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**	**Amt. Awarded**
DNA	DNA	Winter Haven Hospital Foundation	DNA	DNA	DNA				
DNA	DNA	Winter Haven Hospital, Inc.	DNA	DNA	$ -				
DNA	DNA	Youth Advocate Programs (YAP®), Inc.	DNA	DNA	$ -				

Grant & Aid Application Review Committee (GAARC)
Application Review Meeting Minutes
Tuesday, May 5, 2026 at 1 p.m.
City Hall – John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. CALL TO ORDER – Chair Santiago called the meeting to order at 1:02 p.m.

2. INVOCATION - Abdurrahim Al-Khatib

3. ROLL CALL – Director of Public Affairs & Communication Katrina Hill

   Committee Members Present – Mr. Alex Santiago, Ms. Tina Summerlin, Minister Abdurrahim Al-Khatib, Ms. Melinda Kalogridis and Mr. David Barry.

   Staff / Ex-Officio Present – City Manager T. Michael Stavres, Deputy City Manager M.J. Carnevale, Director of Public Affairs & Communication Katrina Hill, Assistant Department Director of Economic Opportunity & Community Investment Cedric Cox, Procurement Manager Bethany Owen, Budget & Management Officer Allen Weeks, Assistant City Attorney Drew Crawford, Communications Assistant Tishawna Soleyn and Jackie Vickers, Community Engagement Manager.

3. REVIEW OF COMMISSION GUIDANCE
   Katrina Hill explained the following guidance made by the City Commission on March, 9th 2026. The City Commission, over a series of meetings detailed below, has provided the following guidance to the Grant and Aid Application Review Committee for the FY27 cycle:

- Programs that serve children; serve the elderly; serve individuals experiencing homelessness; demonstrate strong fiscal responsibility, measurable impact, and a clear return on investment.
- Exclude foundations and schools from funding consideration.
- This guidance will be considered standing year-over-year, including being added to the website and training.
- Set aside $145,000 to go to the six legacy agencies consistent with their FY26 award amounts and FY27 requests.
- The amount remaining for distribution amongst the returning and new applicants is $237,537.

Set the starting budget level at a 10% increase on last year's total awarded amount. That equates to $382,537

Assistant City Attorney Drew Crawford outlined legal guidance regarding any applications where committee members may have a conflict of interest due to their personal affiliation with the organizations. Committee members disclosed all conflicts and completed Form 8B documents for each.

Assistant City Attorney Drew Crawford discussed new State Legislation regarding Official Actions of Local Governments Section 166.0497 and 287.139, Florida Statues. He advised applicants will be required to sign a Compliance Certification in the form of an affidavit prior to receiving any FY27 funding.

Discussion was held regarding the best way to proceed with reviewing applications.

4. REVIEW OF APPLICATIONS

Legacy Applications

- Boys & Girls Club of Polk County

- Recommended 45,000 for funding.

- Girls Incorporated of Winter Haven
  - Recommended 20,000 for funding.

- Learning Resource Center of Polk County, Inc
  - Recommended 20,000 for funding.
  - A representative from the Learning Resource Center of Polk County, Inc. answered a question from the Committee regarding where they spent last year's funding.

- Meals on Wheels of Polk County, Inc.
  - Recommended 20,000 for funding.
  - Will return for further discussion at the next meeting.

- The Haley Center Inc.
  - Recommended 20,000 for funding.

- Neighborhood Service Center
  - Recommended 20,000 for funding.

Returning Applications

- Angels of Destiny Inc.
  - Recommended 5,000 for funding.
  - Will return for further discussion at the next meeting.

- Bethel African Methodist Episcopal Church of Winter Haven Florida Inc.
  - Recommended 2,500 for funding.

- Cypress Gardens Water Ski Team, Inc.
  - Recommended 5,000 for funding.

- ECHO Ministries Inc.
  - Recommended 3,500 for funding.

- Faith Xtreme, Inc.
  - Recommended 10,000 for funding.
  - Will return for further discussion at the next meeting.

- Florence Villa Community Association, Inc. (FVCA)
  - Recommended to not receive funding due to previous award not being spent how it was stated in application previously. Will return for further discussion at the next meeting.
  - Al-Khatib abstained removed himself from conversation due to conflict of interest with Florence Villa Community Association, Inc
  - A representative from Florence Villa Community Association, Inc answered a question from the Committee regarding where they spent last year's funding.

Chairman Santiago reiterated the commission's guidance.

Al-Khatib excused himself from the meeting at 2:35 pm.

- Girl Scouts of West Central Florida
  - Recommended 10,000 for funding.
  - A Discussion was held to determine whether there was a conflict with DE&I.

- A representative from Girl Scouts of West Central Florida answered a question from the Committee regarding their collaborative efforts.

- Public Education Partnership of Winter Haven (PEP)
  - Recommended 5,000 for funding.
  - A representative from the Public Education Partnership of Winter Haven answered a question from the Committee regarding what their organization does, how they fall under commission guidance, and spending of grant money.

Kalogridis stepped out at 3:01pm

- SOAR Education
  - Recommended 3,000 for funding.

Kalogridis returned at 3:03 pm.

- StepN2ourlane
  - Recommended 10,000 for funding.

- Concerned Citizens of Winter Haven
  - Recommended 10,000 for funding.

Crawford discussed the general application of Florida ethics laws.

A discussion was held on how to provide a back-up document for performance measures.

- First Missionary Baptist Church
  - Recommended 7,500 for funding. Will return for further discussion.
  - Al-Khatib not present, abstained from conversation due to conflict of interest with First Missionary Baptist Church.
  - A representative from First Missionary Baptist Church answered a question from the Committee regarding their collaboration efforts.

- Helpers one 2 another
  - Recommended 7,500 for funding.
  - A representative from Helpers one 2 another Inc answered a question from the Committee regarding where they spent last year's funding.

- House of Hope of Polk County, Inc.
  - Will return for further discussion at the next meeting.

- kidPACK
  - Recommended 20,000 for funding.
  - A representative from kidPACK answered a question from the Committee regarding how many students are being serviced.

- Restoration Dedication Life Center Inc.
  - Recommended 8,500 for funding.
  - A representative from Restoration Dedication Life Center Inc. answered a question from the Committee regarding how many citizens are being serviced.

- The Freedom Tour
  - Recommended 5,000 for funding.

- A Community Pregnancy Center DBA LifeChoice Pregnancy Center
  - Will be discussed next meeting

- Humane Society of Polk County
  - Will be discussed next meeting
- Junior League of Greater Winter Haven
  - Will be discussed next meeting
- Lakeland Volunteers in Medicine
  - Will be discussed next meeting
- We Care of Central Florida
  - Will be discussed next meeting
- Catholic Charities of Central Florida, Inc.
  - Will be discussed next meeting
- Habitat for Humanity of East Polk County, Inc
  - Will be discussed next meeting
- Heart For Winter Haven, Inc.
  - Will be discussed next meeting
- Lighthouse for the Blind & Low Vision
  - Will be discussed next meeting
- Safe Harbor House of Transformation Inc.
  - Will be discussed next meeting
- Talbot House Ministries of Lakeland, Inc.
  - Will be discussed next meeting
- Women's Resource Center of Florida
  - Will be discussed next meeting
- Refuge on the Ridge
  - Will be discussed next meeting

New applications

- Abounding In Faith Inc.
  - Will be discussed next meeting
- Polk State College Foundation
  - Will be discussed next meeting
- A Joyful Noise Learning Academy Corp
  - Will be discussed next meeting
- Aspiring Aviators Aero Club, Inc.
  - Will be discussed next meeting
- Carter Mather American Legion Post 201 Florence Villa
  - Will be discussed next meeting
- Cypress Junction Montessori, Inc.

- Will be discussed next meeting

- Florida Children's Museum
  - Will be discussed next meeting
- Get Involved Community Outreach Inc.
  - Will be discussed next meeting
- Independence Pathway Inc
  - Will be discussed next meeting
- Junior Achievement of Tampa Bay, Polk County
  - Will be discussed next meeting
- KIWANIS CLUB OF WINTER HAVEN, INC.
  - Will be discussed next meeting
- TeamUP4WH
  - Will be discussed next meeting
- Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc.
  - Will be discussed next meeting
- Human Environment Linking People,Inc
  - Will be discussed next meeting
- Positively U Inc.
  - Will be discussed next meeting
- AdventHealth Polk Foundation
  - Will be discussed next meeting
- Restored Families Ministries of Winter Haven Inc.
  - Will be discussed next meeting
- American Red Cross
  - Will be discussed next meeting
- Pace Center for Girls, Inc. dba Pace Polk
  - Will be discussed next meeting
- Queen Collaborative, INC
  - Will be discussed next meeting
- Perseverance Youth Track & FIeld Club
  - Will be discussed next meeting
- Winter Haven Wolverines Youth Sports League, Inc.
  - Will be discussed next meeting
- Polk County Pressure Youth Sports
  - Will be discussed next meeting

Motion by Santiago to return to discussion at the next meeting on May 15, 2026 at 1:00pm. **Motion carried 3 - 0.**

5. ADJOURNMENT – May 5, 2026 - 3:58 pm

Respectfully Submitted: Tishawna Soleyn

ATTEST

Katrina Hill
Public Affairs & Communication Director
CITY OF WINTER HAVEN, FLORIDA

M.J. Carnevale
Deputy City Manager

Grant & Aid Application Review Committee (GAARC)
Application Review Meeting Minutes
Friday, May 15, 2026 at 1 p.m.
City Hall – John Fuller Auditorium
451 Third Street NW
Winter Haven, FL 33881

1. CALL TO ORDER – Chair Santiago called the meeting to order at 1:00 p.m.

2. INVOCATION - Abdurrahim Al-Khatib

3. ROLL CALL – Director of Public Affairs & Communication Katrina Hill

   Committee Members Present – Mr. Alex Santiago, Ms. Tina Summerlin, Minister Abdurrahim Al-Khatib, Ms. Melinda Kalogridis and Mr. David Barry.

   Staff / Ex-Officio Present – Deputy City Manager M.J. Carnevale, Director of Public Affairs & Communication Katrina Hill, Assistant Department Director of Economic Opportunity & Community Investment Cedric Cox, Procurement Manager Bethany Owen, Budget & Management Officer Allen Weeks, Assistant City Attorney Drew Crawford, Communications Assistant Tishawna Soleyn and Jackie Vickers, Community Engagement Manager.

3. REVIEW OF COMMISSION GUIDANCE
   The committee decided not to review commission guidance due to the summary given at the last meeting on 5/5/2026.

   Chairman Santiago asked the audience that only those who signed in on the sign in sheet are eligible to speak and answer questions asked by the Committee on behalf of their organization.

4. REVIEW OF APPLICATIONS

   The committee decided to continue the review of the returning applicants list, then recommended funds for new applicants and return to applications flagged from last meeting.

   Returning Applications

- A Community Pregnancy Center DBA LifeChoice Pregnancy Center
  - Recommended 5,000 for funding.

- Humane Society of Polk County
  - Recommended 5,000 for funding.

Hill reminded the committee of the commission's guidance.

- Junior League of Greater Winter Haven
  - Recommended 5,000 for funding.

- Lakeland Volunteers in Medicine
  - Recommended 5,000 for funding.
  - Carnevale answered the committee's question regarding a program that was in place regarding Fluoride.

- We Care of Central Florida
  - Recommended 5,000 for funding.

- Catholic Charities of Central Florida, Inc.

- Recommended 10,000 for funding.

- Habitat for Humanity of East Polk County, Inc
  - Withdrew themselves from receiving funding.
  - Kalogridis abstained and removed herself from conversations due to conflict of interest with Habitat for Humanity of East Polk County.

- Heart For Winter Haven, Inc.
  - Discussion was held on requirements on the program being not two years or older.
  - Recommended 5,000 for funding.

- Lighthouse for the Blind & Low Vision
  - Recommended 5,000 for funding.

- Safe Harbor House of Transformation Inc.
  - Discussion was held on the organization not having enough documentation to back up and the budget sheet not reflecting what they are utilizing the funds for in their application.
  - Not recommended for funding due to lack of documentation.

- Talbot House Ministries of Lakeland, Inc.
  - Recommended 5,000 for funding.
  - A representative from Talbot House Ministries of Lakeland, Inc. answered a question from the Committee regarding what other grants they may receive from the City through other committees or programs.

Procurement Manager, Owen excused herself from the meeting - 1:30 pm
Assistant Director, Cox excused himself from the meeting - 1:39 pm

- Women's Resource Center of Florida
  - Recommended 5,000 for funding.

- Refuge on the Ridge
  - Recommended 7,500 for funding.

Assistant Attorney Crawford excused himself from the meeting - 1:50 pm

New applications

- Abounding In Faith Inc.
  - Not recommended for funding for reasons outlined.
  - A representative from Abounding in Faith Inc. answered the committee's question regarding their program and how many people are in attendance within the program and how their funds are utilized.

Assistant Attorney Crawford returned - 1:58 pm

- Polk State College Foundation
  - Not recommended for funding for reasons outlined.

- A Joyful Noise Learning Academy Corp
  - Not recommended for funding for reasons outlined.

- Aspiring Aviators Aero Club, Inc.
  - Recommended 5,000 for funding.

- A representative from Aspiring Aviators Aero Club, Inc. answered the committee's question regarding where their business takes place.

- Carter Mather American Legion Post 201 Florence Villa
  - Recommended 3,000 for funding.
  - Al-Khatib abstained and removed himself from conversation due to conflict of interest with Carter Mather American Legion Post 201 Florence Villa.
  - Crawford answered the committee's question regarding the program.
  - Al-Khatib engaged in conversation as a representative and answered the committee's questions regarding where the organization works out of.
  - Al-Khatib explained what the organization is, who they serve and what the funding is utilized for.

- Cypress Junction Montessori, Inc.
  - Not recommended for funding for reasons outlined.

- Florida Children's Museum
  - Recommended 5,000 for funding.

- Get Involved Community Outreach Inc.
  - Not recommended for funding due to lack of documentation.

- Independence Pathway Inc
  - Not recommended for funding for reasons outlined.

Procurement Manager, Owen returned - 2:42 pm

- Junior Achievement of Tampa Bay, Polk County
  - Recommended 5,000 for funding.

- KIWANIS CLUB OF WINTER HAVEN, INC.
  - Recommended 2,000 for funding.

- TeamUP4WH
  - Not recommended for funding due to lack of information.
  - Discussion was held on where the program takes place and how it is funded.

- Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc.
  - Not recommended for funding for reasons outlined.
  - A representative from Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc. answered the committee's question regarding how long their program has been in existence and what the program does.

- Human Environment Linking People,Inc
  - Not recommended for funding for reasons outlined.

- Positively U Inc.
  - Recommended 2,500 for funding.
  - Discussion was held on whether the grant fund is being utilized for gift cards and duplicating efforts.

- AdventHealth Polk Foundation
  - Not recommended for funding for reasons outlined.

- Restored Families Ministries of Winter Haven Inc.

- Not recommended for funding for reasons outlined.

- American Red Cross
  - Recommended 5,000 for funding.

- Pace Center for Girls, Inc. dba Pace Polk
  - Recommended 2,500 for funding.

- Queen Collaborative, INC
  - Not recommended for funding for reasons outlined.

- Perseverance Youth Track & FIeld Club
  - Not recommended for funding for reasons outlined.

- Winter Haven Wolverines Youth Sports League, Inc.
  - Not recommended for funding for reasons outlined.

Legacy Applications

- Meals on Wheels of Polk County, Inc.
  - Recommended 25,000 for funding.

Returning Applications

- Angels of Destiny Inc.
  - Recommended 5,000 for funding.
- Faith Xtreme, Inc.
  - Recommended 10,000 for funding.

- Florence Villa Community Association, Inc. (FVCA)
  - Al-Khatib abstained removed himself from conversation due to conflict of interest with Florence Villa Community Association, Inc
  - Not recommended for funding for reasons outlined.

- House of Hope of Polk County, Inc.
  - Not recommended for funding for reasons outlined.

- Humane Society of Polk County
  - Recommended 3,500 for funding.

- Refuge on the Ridge
  - Recommended 10,000 for funding.

- First Missionary Baptist Church
  - Recommended 7,500 for funding.

Crawford discussed the general application of Florida voting conflict laws, including the *de minimis* rule.

Motion to recommend funding for various programs to the City Commission, excluding conflicting items. **Motioned** by Al-Khatib and **Seconded by** Summerlin. **5-0**

Motion to recommend funding of conflicting items to the City Commission. Al-Khatib abstained from voting due to conflict of interest with First Missionary Baptist Church and Carter Mather American Legion Post 201, and Florence Villa Community Association. **Motioned** by Kalogridis, **Seconded by** Summerlin **4-0**

Motion to send full list of recommendations for funding to the City Commission. Motioned by Santiago, **seconded** by Al-Khatib. **5-0**

Chairman Santiago mentioned that he will not be in attendance for the first reading of the Grant and Aid funding at the May 26th City Commission meeting. Summerlin will represent the committee in his place.

5. ADJOURNMENT – May 15, 2026 - 4:20 pm

Respectfully Submitted: Tishawna Soleyn

ATTEST

Katrina Hill
Public Affairs & Communication Director
CITY OF WINTER HAVEN, FLORIDA

M.J. Carnevale
Deputy City Manager

American Legion Post 201

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Al-Khatib, Abdulrahim	Grant & Aid Committee
MAILING ADDRESS 1435 10th Street N E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY Winter Haven, Florida / Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED May 5, 2026	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Abdulrahim AL-Khatib, hereby disclose that on May 5, 20 26 :

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

___ inured to my special private gain or loss;

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

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

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

___ inured to the special gain or loss of Post 201, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

I am a member and Associate Pastor of First Missionary Baptist Church which has a Food security Grant Request before the Committee.

I am 1st Vice Commander of American Legion Post 201 Which has a Education/ Youth Development grant Request before the Committee.

I am a Member of the Board of Directors of the Florence Villa Community Association which has a Education/Youth Development Grant Request before the Committee.

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

May 5, 2026
Date Filed

Signature

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

First Missionary Baptist

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Al-Khatib, Abdulrahim	Grant & Aid Committee
MAILING ADDRESS 1435 10th Street N E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Winter Haven, Florida — COUNTY: Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED May 5, 2026	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Abdulrahim AL-Khatib, hereby disclose that on May 5, 20 26 :

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

___ inured to my special private gain or loss;

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

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

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

* inured to the special gain or loss of FMBC, Post 201 + FVCA, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

I am a member and Associate Pastor of First Missionary Baptist Church which has a Food security Grant Request before the Committee.

I am 1st Vice Commander of American Legion Post 201 Which has a Education/ Youth Development grant Request before the Committee.

I am a Member of the Board of Directors of the Florence Villa Community Association which has a Education/Youth Development Grant Request before the Committee.

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

May 5, 2026
Date Filed

Signature

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

Florence Villa Community 189

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Al-Khatib, Abdulrahim	Grant & Aid Committee
MAILING ADDRESS 1435 10th Street N E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY Winter Haven, Florida / Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED May 5, 2026	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Abdulrahim AL-Khatib, hereby disclose that on May 5, 20 26 :

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

___ inured to my special private gain or loss;

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

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

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

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

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

I am a member and Associate Pastor of First Missionary Baptist Church which has a Food security Grant Request before the Committee.

I am 1st Vice Commander of American Legion Post 201 Which has a Education/ Youth Development grant Request before the Committee.

I am a Member of the Board of Directors of the Florence Villa Community Association which has a Education/Youth Development Grant Request before the Committee.

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

May 5, 2026
Date Filed

Signature

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

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
KALOGRIDIS MELINDA EVE	GRANT AND AID REVIEW COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
505 AVE B NW	☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
WINTER HAVEN / POLK	CITY OF WINTER HAVEN
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
5/5/26	☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, MELINDA KALOGRIDIS, hereby disclose that on MAY 5, 20 26:

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

___ inured to my special private gain or loss;

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

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

___ inured to the special gain or loss of HABITAT FOR HUMANITY OF E. POLK, by whom I am retained; or

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

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

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

5/5/26
Date Filed

Melinda E. Kalogridis
Signature

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

American Legion Post 201

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Al-Khatib, Abdulrahim	Grant & Aid Committee
MAILING ADDRESS 1435 10th Street N E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY Winter Haven, Florida / Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED May 5, 2026	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Abdulrahim AL-Khatib, hereby disclose that on May 5, 20 26 :

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

___ inured to my special private gain or loss;

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

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

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

___ inured to the special gain or loss of Post 201, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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

I am a member and Associate Pastor of First Missionary Baptist Church which has a Food security Grant Request before the Committee.

I am 1st Vice Commander of American Legion Post 201 Which has a Education/ Youth Development grant Request before the Committee.

I am a Member of the Board of Directors of the Florence Villa Community Association which has a Education/Youth Development Grant Request before the Committee.

MAY 15, 2026

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

Dark

May 5, 2026
Date Filed

Signature

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

First Missionary Baptist

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Al-Khatib, Abdulrahim	Grant & Aid Committee
MAILING ADDRESS 1435 10th Street N E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Winter Haven, Florida — COUNTY: Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED May 5, 2026	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

- You must disclose orally the nature of your conflict in the measure before participating.
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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Abdulrahim AL-Khatib, hereby disclose that on May 5, 20 26 :

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

___ inured to my special private gain or loss;

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

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

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

X inured to the special gain or loss of FMBC, Post 201 + FVCA, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

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I am a Member of the Board of Directors of the Florence Villa Community Association which has a Education/Youth Development Grant Request before the Committee.

MAY 15, 2026

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May 5, 2026
Date Filed

Signature

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

Florence Villa Community Ass

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Al-Khatib, Abdulrahim	Grant & Aid Committee
MAILING ADDRESS 1435 10th Street N E	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY Winter Haven, Florida / Polk	NAME OF POLITICAL SUBDIVISION: City of Winter Haven
DATE ON WHICH VOTE OCCURRED May 5, 2026	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Abdulrahim AL-Khatib, hereby disclose that on May 5, 20 26 :

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

___ inured to my special private gain or loss;

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

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

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

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

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

I am a member and Associate Pastor of First Missionary Baptist Church which has a Food security Grant Request before the Committee.

I am 1st Vice Commander of American Legion Post 201 Which has a Education/ Youth Development grant Request before the Committee.

I am a Member of the Board of Directors of the Florence Villa Community Association which has a Education/Youth Development Grant Request before the Committee.

MAY 15, 2026

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

GAK

May 5, 2026
Date Filed

Signature

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

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
KALOGRIDIS MELINDA EVE	GRANT AND AID REVIEW COMMITTEE
MAILING ADDRESS 505 AVE B NW	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY WINTER HAVEN / POLK	NAME OF POLITICAL SUBDIVISION: CITY OF WINTER HAVEN
DATE ON WHICH VOTE OCCURRED 5/5/26	MY POSITION IS: ☐ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, MELINDA KALOGRIDIS, hereby disclose that on MAY 5, 20 26:

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

___ inured to my special private gain or loss;

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

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

___ inured to the special gain or loss of HABITAT FOR HUMANITY OF E. POLK, by whom I am retained; or

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

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

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

5/5/26 5/15/26 CONT. MK
Date Filed

Melinda E. Kalogridis
Signature

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

Organization	Representative Name (Please Print)
Heart for Winter Haven	
Lighthouse for the Blind & Low Vision	Veronica White
Safe Harbor House of Transformation, Inc.	Alicia J. Jones-Phillips
Talbot House Ministries of Lakeland, Inc.	Kimberly Chappell
Women's Resource Center of Florida, Inc.	
Refuge on the Ridge	Melissa Hillgoss
Abounding In Faith Inc.	Katna Campbell
Polk State College Foundation	Steve Warner
A Joyful Noise Learning Academy Corp	
Aspiring Aviators Aero Club, Inc.	Jamie Beckett
Carter Mather American Legion Post 201 Florence Villa	
Cypress Junction Montessori, Inc.	Teresa Hilliard
Florida Children's Museum	Kerry Falwell
Get Involved Community Outreach Inc.	Daisy Copeland
Independence Pathway Inc	
Junior Achievement of Tampa Bay, Polk County	Shawna Dykes
KIWANIS CLUB OF WINTER HAVEN, INC.	
TeamUP4WH	
Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc.	IRVIN L. MAHONEY
Human Environment Linking People,Inc	
Positively U Inc	
AdventHealth Polk Foundation	
Restored Families Ministries of Winter Haven Inc.	
American Red Cross	
Pace Center for Girls, Inc. dba Pace Polk	
Queen Collaborative, INC	
Perseverance Youth Track & Field Club	
Winter Haven Wolverines Youth Sports League, Inc.	

Organization	Representative Name (Please Print)
Boys & Girls Clubs of Polk County	Ashley Ray
Girls Incorporated of Winter Haven	Peggy Threlkeld
Learning Resource Center of Polk County, Inc. (PEP Operator)	PAMELA L. CABRERA.
MEALS ON WHEELS OF POLK COUNTY INC	
The Haley Center, Inc.	ROBERT ATKINS
Neighborhood Service Center	
ANGELS OF DESTINY INC	
Bethel African Methodist Episcopal Church of Winter Haven, Florida, Inc	
Cypress Gardens Water Ski Team, Inc	
ECHO Ministries Inc.	
Faith Xtreme Inc	Yvena Eugene
Florence Villa Community Association, Inc. (FVCA)	Shirley D. Pellarely
Girl Scouts of West Central Florida	Carmyn J.F. Samuel
Public Education Partnership of Winter Haven (PEP)	OVEDO SARDINAS
SOAR Education	
StepN2ourlane	
Concerned Citizens of Winter Haven	
First Missionary Baptist Church	Robert Frazier
HELPERS ONE 2 ANOTHER	
House of Hope of Polk County, Inc.	
Kid Pack Inc. dba kidsPACK, Inc.	Patty Strickland
Restoration Dedication Life Center Inc.	Antoshia Reed
The Freedom Tour	Melissa Hilligoss
A Community Pregnancy Center DBA LifeChoice Pregnancy Center	Kristi Coyle
Humane Society of Polk County	Lisa Gray
Junior League of Greater Winter Haven	
Lakeland Volunteers In Medicine (LVIM)	Sonia Glisson
We Care of Central Florida	Heather Stephenson
Catholic Charities of Central Florida, Inc.	Martha Murphy
Habitat for Humanity of East Polk County, Inc	Jess Brinkhoff

Organization	Representative Name (Please Print)
Boys & Girls Clubs of Polk County	
Girls Incorporated of Winter Haven	
Learning Resource Center of Polk County, Inc. (PEP Operator)	PAMELA CRAVEN
MEALS ON WHEELS OF POLK COUNTY INC	
The Haley Center, Inc.	
Neighborhood Service Center	
ANGELS OF DESTINY INC	Lynette Boswell
Bethel African Methodist Episcopal Church of Winter Haven, Florida, Inc	
Cypress Gardens Water Ski Team, Inc	
ECHO Ministries Inc.	
Faith Xtreme Inc	
Florence Villa Community Association, Inc. (FVCA)	
Girl Scouts of West Central Florida	
Public Education Partnership of Winter Haven (PEP)	Sara Beth Wyatt
SOAR Education	
StepN2ourlane	
Concerned Citizens of Winter Haven	
First Missionary Baptist Church	Robert Frazier
HELPERS ONE 2 ANOTHER	
House of Hope of Polk County, Inc.	
Kid Pack Inc. dba kidsPACK, Inc.	
Restoration Dedication Life Center Inc.	
The Freedom Tour	
A Community Pregnancy Center DBA LifeChoice Pregnancy Center	Adamaris Roldán
Humane Society of Polk County	
Junior League of Greater Winter Haven	
Lakeland Volunteers In Medicine (LVIM)	Sonia Glisson
We Care of Central Florida	
Catholic Charities of Central Florida, Inc.	Marina Murphy
Habitat for Humanity of East Polk County, Inc	Jess Brinkhoff

Organization	Representative Name (Please Print)
Heart for Winter Haven	
Lighthouse for the Blind & Low Vision	
Safe Harbor House of Transformation, Inc.	
Talbot House Ministries of Lakeland, Inc.	Deborah Pieron
Women's Resource Center of Florida, Inc.	
Refuge on the Ridge	Andy Blair
Abounding In Faith Inc.	Jeanette Lewis
Polk State College Foundation	
A Joyful Noise Learning Academy Corp	
Aspiring Aviators Aero Club, Inc.	Jamie Beckett
Carter Mather American Legion Post 201 Florence Villa	
Cypress Junction Montessori, Inc.	
Florida Children's Museum	
Get Involved Community Outreach Inc.	
Independence Pathway Inc	
Junior Achievement of Tampa Bay, Polk County	Lisa Miller
KIWANIS CLUB OF WINTER HAVEN, INC.	
TeamUP4WH	
Vision of Hope For Life Juvenile, Jail and Prison Ministry, Inc.	IRVIN MAhaney
Human Environment Linking People,Inc	
Positively U Inc	
AdventHealth Polk Foundation	
Restored Families Ministries of Winter Haven Inc.	
American Red Cross	
Pace Center for Girls, Inc. dba Pace Polk	
Queen Collaborative, INC	
Perseverance Youth Track & Field Club	
Winter Haven Wolverines Youth Sports League, Inc.	

FY27 Grant & Aid Program Summary of Guidance to the Grant and Aid Application Review Committee from the City Commission

Foundations and Schools

- The City Commission provided guidance for the Grant and Aid Application Review Committee to exclude foundations and schools from funding consideration.
- This guidance will be considered standing year-over-year, including being added to the website and training.

Budget and Legacy Agencies

- The City Commission agreed to increase the total budget by 10% for FY27 awards, consistent with how the budget was set for FY26 awards. This sets the total budget available at $382,537
- The City Commission provided guidance to set aside $145,000 to go to the six legacy agencies consistent with their FY26 award amounts and FY27 requests. The City Commission provided guidance that the reports and applications still be reviewed carefully to determine continued worthiness of this designation and award amounts.
- The amount remaining for distribution amongst the returning and new applicants is $237,537.

Service Type and Applicant Characteristics to be Prioritized

- The City Commission provided guidance to prioritize the following factors:
    - Programs that serve children;
    - Programs that serve the elderly;
    - Programs that serve individuals experiencing homelessness;
    - Programs that demonstrate strong fiscal responsibility, measurable impact, and a clear return on investment.

WINTER HAVEN
THE CHAIN OF LAKES CITY

INTEROFFICE MEMORANDUM

DATE: May 5, 2026

TO: Grant & Aid Application Review Committee Members

VIA: Katrina Hill, Director of Public Affairs and Communication

FROM: T. Michael Stavres, City Manager

SUBJECT: Communication from City Commissioner Chad Davis

Please find attached a memorandum from City Commissioner Chad Davis outlining his individual thoughts related to the review of the applications received for FY2027 and the principles he will individually be applying.

Should you have any questions, please feel free to contact me as necessary.

CC: John Murphy, City Attorney
Drew Crawford, Assistant City Attorney
M.J. Carnevale, Deputy City Manager

ATTACHMENTS: May 4, 2026 Communication from City Commissioner Chad Davis

Chad Davis, City Commissioner
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881
cadavis@mywinterhaven.com
(863) 364-8998

May 4, 2026

Grant and Aid Application Review Committee
City of Winter Haven
451 Third Street NW
Winter Haven, FL 33881

Dear Members of the Grant and Aid Application Review Committee,

As this is my first Grant and Aid cycle as a City Commissioner, I want to share several thoughts and considerations that will guide my approach when the applications come before the Commission for final approval. When City Manager Stavres initially asked the Commission for direction, I had not yet had the opportunity to review the applications. Now that I have done so, I believe it is important to outline the principles I will be applying.

Legislative Sovereignty

Both the United States and Florida Constitutions recognize that one legislative body cannot bind a future legislative body in matters of budgeting. While we have historically identified certain organizations as "Legacy Applicants," that designation should be viewed as a reference point—not an entitlement. I would appreciate clarity on what criteria, beyond historical practice, should inform that designation.

Similarly, return applicants should be evaluated on the merits of their current submissions rather than on prior funding decisions. As you review Legacy and Return Applications, I encourage you to articulate the substantive reasons for recommending them, grounded in the quality and impact of the applications themselves.

Fraud, Waste, and Abuse

Because this program distributes public funds, we must apply heightened diligence to ensure they are used appropriately.

- **Fraud** involves intentional deception for personal or organizational benefit, such as falsified budgets or knowingly misstated eligibility.

- **Waste** refers to unreasonable or unnecessary spending, including excessive compensation, unnecessary purchases, or "luxury" expenses such as hotel stays, restaurant meals, or travel unrelated to the core mission.
- **Abuse** includes improper practices that fall short of fraud but still misuse funds or deviate from program intent, such as using grant-funded resources for unrelated activities or failing to disclose conflicts of interest.

These categories should serve as operational "red flags" that warrant additional scrutiny, clarification, or potential rejection.

Review Criteria and Conflicts of Interest

While reviewing the applications, I noted several areas that merit further discussion—requests where grant funds would constitute the majority or entirety of an organization's budget, requests for compensation, and requests for hotel, food, or travel expenses that appear only indirectly related to the organization's mission. I also observed potential conflicts of interest.

I recommend that the Committee develop proposed review criteria for the Commission to consider and adopt publicly before proceeding with future evaluations. Additionally, all conflicts of interest should be disclosed in writing prior to the review of any applications.

These comments reflect only my perspective, and I offer them respectfully for your consideration. I intend to raise these topics during Commission deliberations and will be attentive to issues of fraud, waste, abuse, and conflicts of interest when reviewing your recommendations.

Thank you for your service and dedication. Our city relies on committed residents like you to help ensure transparency, accountability, and responsible stewardship of public funds.

Sincerely,

Chad Davis
City Commissioner
City of Winter Haven

CITY OF WINTER HAVEN, FLORIDA
COMPLIANCE CERTIFICATION REGARDING OFFICIAL ACTIONS OF LOCAL GOVERNMENTS
SECTIONS 166.04971 AND 287.139, FLORIDA STATUTES

Chapter 2026-43, Laws of Florida, codified at Section 166.04971, Florida Statutes (the "Act"), prohibits a Florida municipality from funding, promoting, or taking official action, whether directly or indirectly, including, but not limited to, the adoption or enforcement of ordinances, resolutions, rules, regulations, programs, and policies, as any of it relates to "Diversity, Equity, and Inclusion" ("DEI"). The Act further prohibits municipalities from expending funds to establish, sustain, support, or staff a DEI office, from employing, contracting, or engaging a person to serve as a DEI officer, and from providing or authorizing public funds to be used by employees, contractors, volunteers, vendors, and agents to promote DEI. As defined in the Act, "DEI" means, collectively:

- Manipulating or otherwise influencing the composition of employees with reference to race, color, sex, ethnicity, gender identity, or sexual orientation other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws;

- Promoting or providing preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation; and

- Promoting or adopting training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

Pursuant to the Act, the term "DEI" does not include the use of equal opportunity or equal employment opportunity materials designed to inform a person about the prohibition against discrimination based on protected status under state or federal law. Additionally, the Act does not prohibit a municipality from promoting or supporting a nonprofit entity that provides single-sex programs for the homeless or education, counseling, and rehabilitation of trauma-involved or at-risk youth.

Section 287.139, Florida Statutes, requires a potential recipient of a municipal contract or grant to certify to the municipality, before being awarded such contract or grant, that the potential recipient does not and will not use municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to, DEI.

On behalf of the following organization applying to the City of Winter Haven, Florida, for a grant-in-aid from public municipal funds, the organization's authorized signatory hereby certifies, under penalty of perjury, as follows:

Name of Applying Organization: _____

Name of Authorized Signatory: _____

1. The applying organization listed above does not manipulate or otherwise influence the composition of its employees with reference to race, color, sex, ethnicity, gender identity, or sexual orientation other than to ensure that hiring is conducted in accordance with state and federal antidiscrimination laws.

2. The applying organization listed above does not promote or provide preferential treatment or special benefits to a person or group based on that person's or group's race, color, sex, ethnicity, gender identity, or sexual orientation.

3. The applying organization listed above does not promote or adopt training, programming, or activities designed or implemented with reference to race, color, sex, ethnicity, gender identity, or sexual orientation.

4. The applying organization listed above does not and will not use any municipal funds of the City of Winter Haven, Florida, to require its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to DEI.

5. The applying organization listed above will not use any public funds provided by the City of Winter Haven, Florida, to promote DEI or to permit or enable its employees, contractors, volunteers, vendors, and agents to promote DEI.

6. The authorized signatory named above has, on behalf of the organization applying to the City of Winter Haven, Florida, for a grant-in-aid from public municipal funds, read these statements and either has personal knowledge, or made inquiries of the organization's membership and officers, sufficient to attest and certify that these statements are complete and true.

7. The applying organization listed above and the authorized signatory named above understand that, in the event public municipal funds remitted by the City of Winter Haven, Florida are used for a purpose prohibited by Sections 166.04971 and 287.139 of the Florida Statutes, the applying organization, the authorized signatory, and the key members of the organization's team listed in the organization's application will, in addition to any penalty imposed by general law, be prohibited from applying for and/or receiving any future grants of public municipal funds from the City of Winter Haven, Florida.

I hereby certify, under penalty of perjury, that the statements herein are true and correct.

CAUTION: YOU MAY ONLY SIGN THIS FORM AS AN AUTHORIZED SIGNATORY IF YOU HAVE PERSONAL KNOWLEDGE OF, OR HAVE MADE SUFFICIENT PERSONAL INQUIRIES REGARDING, THE POLICIES AND PRACTICES OF THE APPLYING ORGANIZATION AND THE APPLYING ORGANIZATION'S INTENDED USE(S) FOR PUBLIC MUNICIPAL GRANT FUNDS PROVIDED BY THE CITY OF WINTER HAVEN, FLORIDA.

Dated this _____ day of _____, 20____.

_____
Signature - Authorized Signatory

Notice: This is an official form of the City of Winter Haven, Florida and the statements made herein are intended to induce the City of Winter Haven, Florida to issue a grant of public municipal funds to the named organization. Section 837.06, Florida Statutes, criminalizes the making a false statement in writing with intent to mislead a public servant in the performance of his or her official duty.

DATE: May 15, 2026

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager
MJ Carnevale, Deputy City Manager
Frederick J. Murphy, Jr. City Attorney
Drew Crawford, Assistant City Attorney

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

SUBJECT: Comprehensive Agreement – Unsolicited Proposal for 292-space Parking Facility

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BACKGROUND

On October 13, 2025 the City received an unsolicited proposal (Proposal) from Six/Ten, LLC pursuant to Section 255.065 of the Florida Statutes (P3 Act) to construct and sell a new 292-space parking facility on property owned by Urban Action, LLC, generally located at the northeast corner of Avenue C SW and 3rd Street SW.

Pursuant to Florida Statutes the City Commission convened two duly noticed public meetings. On November 24, 2025 the Proposal was presented and affected public entities and members of the public were able to provide comment. On December 8, 2025 the City Commission adopted Resolution R-25-58, making the determination that the Proposal serves a public purpose, using all five statutorily defined factors for determining such, and is a "qualifying project" pursuant to the P3 Act, Section 255.065(1)(i)1 Florida Statutes, and declaring its intent to enter into a Comprehensive Agreement to address the development and purchase of a proposed new 292-space parking facility. A Notice of Unsolicited Proposal and Report of Public Interest Determination was published in the Florida Administrative Register for at least 7 days as required by Section 255.065 (3)(d) of the Florida Statutes.

The proposed Comprehensive Agreement between the City, Six/Ten, LLC, and Urban Action, LLC defines the terms, duties, rights, and responsibilities of the parties pursuant to permitting, construction, sale, and purchase of a new 292-space parking facility for public use as a City of Winter Haven capital asset.

Pursuant to the Comprehensive Agreement, Six/Ten, LLC shall be responsible for the design, permitting, and construction of the parking facility, as a design/build project. Six/Ten, LLC has retained Whitehead, a design-builder, that is experienced in the design and construction of multi-level parking facilities. The City's representatives shall evaluate and review interim designs, plans, and permitting documents and upon permitting of the final design, Six/Ten, LLC shall construct the parking facility and cause the final building to be delivered to the City at the Guaranteed Maximum Price of $10,217,496 (the Purchase

Price). In addition, Urban Action, LLC, the owner of the land on which the parking facility is proposed to be constructed, will convey the land to the City once the parking facility building is complete and the Purchase Price is paid.

The Comprehensive Agreement also provides for the following:

- City approved change orders.
- City land inspection period of 120 days.
- Permit approval period of 120 days (runs concurrently with the land inspection period)
- Right to cancel the agreement due to any conditions discovered prior to construction which render the property impossible for construction or where the cost to cure such condition exceeds 5% of the construction budget.
- Performance bond, title insurance and survey requirements.
- Conditions of closing.
- Liability insurance requirements.
- Conditions of default and remedies.

FINANCIAL IMPACT

Upon delivery of the completed 292-space parking facility, in exchange for a fully executed deed to the land and facility, the City shall pay Six/Ten, LLC the sum of $10,217,496, plus the amount of any City approved and authorized change orders. The City will utilize $2,279,455 from the FY2025 cash carryforward, $4,409,625 from the Construction Fund Balance, restricted for the parking garage and $3,528,416 from the Transportation Fund savings from Logistics Parkway/Pollard Road improvement project.

STRATEGIC PLAN ALIGNMENT

The construction of a structured parking facility is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government, Infrastructure, and Economic Development Strategic Pillars. Additionally, it is consistent with the findings and recommendations of the Downtown Strategic and Mobility Master Plan completed in 2022. Further in November 2025 after receipt of the unsolicited proposal, the City obtained an Independent Analysis of the unsolicited proposal from Walker Consultants which evaluated the cost-effectiveness of the proposed parking garage relative to current Florida Market conditions, the overall public benefit in the context of the Walker prepared Downtown Strategic and Mobility Master Plan completed in 2022, and area infrastructure compatibility. Based on the independent analysis, Walker Consultants concluded that the proposed parking garage submitted in the unsolicited proposal to the City demonstrated both cost-effectiveness and overall public benefit pursuant to Section 255.065 (5)(d) of the Florida Statutes.

RECOMMENDATION

Staff recommends the City Commission approve the Comprehensive Agreement for the construction of a new 292-space Parking Facility and authorize the Mayor and other City Officials to execute the same and authorize the City Manager or his designee to take all necessary actions related to the City's performance under the Comprehensive Agreement.

ATTACHMENT

- Comprehensive Agreement

COMPREHENSIVE AGREEMENT

This Comprehensive Agreement is entered into this ____ day of May, 2026 (the "Effective Date"), by and between the City of Winter Haven, Florida, a Florida municipal corporation (the "City"), Urban Action, LLC, a Florida limited liability company ("Urban Action" or " Owner"), and Six/Ten, LLC ("Six/Ten" or "Developer"), a Florida limited liability company, pursuant to section 255.065(7), Florida Statutes.

RECITALS

WHEREAS, Urban Action holds all right, title, or interest, and is the owner of, lands generally located at Avenue C, SW and Third Street, SW, in Winter Haven, Florida (the Property"), as more particularly described in Section 1.5.6. herein; and

WHEREAS, Six/Ten is authorized to develop the Qualified Project on behalf of Urban Action in accordance with the terms and conditions set forth below; and

WHEREAS, on October 13, 2025, the City received an unsolicited proposal (the "Proposal") from Six/Ten pursuant to Section 255.065(3), Florida Statutes, to construct and sell a new 292-space multi-level parking facility on the Property to the City of Winter Haven, Florida, as described in the unsolicited Proposal and related documents; and

WHEREAS, on November 24, 2025, the City Commission convened a duly noticed public meeting at which the Proposal was presented and affected public entities and members of the public were able to provide comment; and

WHEREAS, on December 8, 2025, the City Commission convened a second duly noticed public meeting at which the City Commission, in its capacity as the elected governing body of the City, determined the Proposal to be in the public's interest using all of the following factors, with findings more specifically described and articulated in Resolution R-25-58: (1) the benefits to the public; (2) the financial structure of and the economic efficiencies achieved by the Proposal; (3) the qualifications and experience of the private entity that submitted the Proposal and such entity's ability to perform the project; (4) the project's compatibility with regional infrastructure plans; and (5) public comments submitted at the meeting; and

WHEREAS, pursuant to Resolution R-25-58, the City Commission, at its meeting of December 8, 2025, determined that the unsolicited Proposal submitted by Six/Ten serves a public purpose and is a "qualifying project" pursuant to the P3 Act, Section 255.065(1)(i)1., Florida Statutes (2025); and

WHEREAS, based on the Proposal, the comments submitted by Six/Ten at the first and second duly noticed public meetings, and the comments received from members of the public during the first and second duly noticed public meetings, the City Commission found that Six/Ten meets the City's guidelines for qualifying professional services and contracts for traditional procurement projects as required by Section 255.065(5)(a), Florida Statutes; and

WHEREAS, pursuant to Resolution R-25-58, the City Commission, at its meeting on December 8, 2025, declared its intent to enter into a Comprehensive Agreement with Six/Ten encompassing the development and purchase of the Qualified Project as particularly described in the unsolicited Proposal and related documents, and defined in Section 1.5.7. herein; and

WHEREAS, the City has published a Notice of Unsolicited Proposal and Report of Public Interest Determination in the Florida Administrative Register for at least 7 days as required by Section 255.065(3)(d), Florida Statutes (2025); and

WHEREAS, the City, Six/Ten and Urban Action desire to enter into this Comprehensive Agreement effective as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the City, Urban Action and Six/Ten agree as follows:

1. GENERAL PROVISIONS

1.1. RECITALS. The foregoing recitals are deemed by the Parties to be true and correct and are hereby incorporated by reference.

1.2. RELATIONSHIP. Each Party agrees to act with trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Comprehensive Agreement in an economical and timely manner.

1.3. DESIGN AND CONSTRUCTION PROFESSIONALS. Architectural and engineering services, and construction services, shall be procured from licensed, independent design professionals retained by Six/Ten pursuant to separate agreements negotiated and executed by Six/Ten.

1.3.1. In accordance with §255.065(3)(a)(5), Florida Statutes, City reserves the right to retain a licensed architectural, engineering, or landscape architectural professional to evaluate the Qualified Project and advise City through the completion of the design and construction of the Qualified Project (the "City's Representative").

1.4. EXHIBITS. True and correct copies of all exhibits referenced in this Comprehensive Agreement will be initialed by the Parties and attached to this Comprehensive Agreement, and such exhibits will thereafter be incorporated into this Comprehensive Agreement.

1.5. DEFINITIONS.

1.5.1. "Comprehensive Agreement" means this Comprehensive Agreement between the City, Urban Action, and Six/Ten, including all the attached Exhibits.

1.5.2. "Construction Documents" have the same meanings as used in the Design-Build Agreement.

1.5.3. "Design-Build Agreement" means the agreement between Six/Ten and the Design-Builder for design and construction of the Qualified Project.

1.5.4. "Design-Builder" means the partnership, corporation, or other legal entity that is certified under Chapter 489, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualified agent, or is qualified under Chapter 471, Florida Statutes, to offer or practice engineering, architecture, or landscape architecture, retained by Six/Ten to design and construct the Qualified Project.

1.5.5. "Notice" or "Notices" means notices given from one Party to another in the manner required by Section 11.13.

1.5.6. "Parties" means the City, Urban Action, and Six/Ten collectively.

1.5.7. "Party" means the City, Urban Action, or Six/Ten individually.

1.5.8. "Project Completion Date" means eighteen (18) months from of the City's issuance of the Building Permit, subject to any Force Majeure Delay Period as permitted in this Agreement and City Change Orders granting time extensions beyond the required Project Completion Date.

1.5.9. "Property" means a parcel of land containing 0.72 acres, more or less, being a portion of Lots 7, 8, 9, 12, 13, 16, 17, 19, and 20 of EPPES & SATTLER SUBDIVISION, Block 6, Tier 2 of the Original Town of Winter Haven, Florida, as recorded in Plat Book 8, Page 11, Public Records of Polk County Florida, being described as follows, but subject to confirmation by Survey as described herein:

> Commence at the southwest corner of said Lot 9 for the POINT OF BEGINNING; thence North 02°12'34" East, along the west line of said Lots 7 through 9, a distance of 144.73 feet; thence South 87°47'26" East, 218.55 feet to a point of the west line of a parcel described in Official Records Book 7067, Page 28, Public Records of Polk County, Florida; thence South 00°14'35" West, along said west line, 138.38 feet to the south line of aforesaid Lot 20; thence North 89°26'25" West, along the south line of aforesaid Lots 9. 13, 17, and 20, a distance of 223.39 feet to the POINT OF BEGINNING.

1.5.10. "Qualified Project" means the design and construction of a new 292-space multi-level structured parking facility on the Property as conceptually depicted in the Proposal and conceptual renderings attached hereto and incorporated herein as Composite Exhibit "A". The Parties understand and agree that the conceptual renderings attached hereto may be adjusted and changes through the design and permitting process and as agreed to by the Parties as set forth herein.

2. CONSTRUCTION AND CAPITAL IMPROVEMENTS

2.1. THE QUALIFIED PROJECT. SixTen shall design, develop and construct the Qualified Project on a "turn-key" basis and as conceptually depicted in Composite Exhibit "A" (the "Program") attached hereto and incorporated herein. The Parties agree that the Qualified Project shall be designed, constructed, developed, and completed by Six/Ten on the Property in a first-class workmanlike manner, and as provided in this Comprehensive Agreement. Six/Ten shall be responsible to design, construct, develop, and complete the Qualified Project in accordance with all applicable laws, codes, and ordinances, including but not limited to, the City's Unified Land Development Code ("ULDC"), as may be amended from time to time, inclusive of any "off-site" improvements deemed necessary by law to serve the Qualified Project as determined during the City's ordinary development approval and permitting processes. It is the understanding of the Parties that under the current Program, no "off-site" improvements are necessary. In the event any unforeseen "off-site" improvements are required, those improvements will be considered and processed as a City Change Order pursuant to Section 2.4.1 below. Six/Ten has selected the services of the Qualified Project design and construction team, including but not limited to the consultants, professionals, architects, engineering services, surveyors and landscape architects necessary to design and construct the Qualified Project and define its elements in detail sufficient for the Qualified Project's purposes and to fulfill the Qualified Project's construction requirements.

2.1.1. The Parties agree that the Qualified Project's design and construction shall be performed in accordance with the Program set forth by Everett Whitehead & Son, Inc. (the "Design-Builder" or "Whitehead"), which is attached hereto and incorporated herein as Exhibit "A". The Design-Builder shall, as part of its execution of the Program, obtain site plan approval and applicable building permits from the City through the City's ordinary regulatory development review process. In the event the Design-Builder is unable to obtain site plan approval or building permit approval from the City, Six/Ten and/or Urban Action may terminate this Comprehensive Agreement without liability upon delivery of written notice to the City.

2.1.2. The City shall have the opportunity, through its evaluation and review of the interim designs of the Qualifying Project, to expand the Qualified Project and add parking capacity. Any requested expansion of the Qualified Project (to include additional parking capacity) shall be processed in accordance with 2.4.1.

2.2. MANAGEMENT OF THE QUALIFIED PROJECT CONSTRUCTION. Six/Ten shall manage and oversee the construction of the Qualified Project in accordance with the "Design Build Agreement."

2.2.1. Design-Build Agreement Requirements. Six/Ten must cause the Design-Build Agreement to (i) provide for the mutual determination of a required Substantial Completion Date between Six/Ten and Design-Builder (which must be no later than the required Project Completion Date, but which may be subject to any Force Majeure Delay Period as permitted in this Agreement or Change Orders granting time extensions beyond the Required Project Completion Date Approved by the City), with

liquidated damages for Design Builder's failure to achieve Substantial Completion of the Work on or before such Substantial Completion Date; (ii) provide for customary warranty and correction of work terms consistent with the provisions contained in AIA Document 141-2014; (iii) require that the Design-Builder procure and assign to Six/Ten at the time of completion of the Work any and all subcontractor, manufacturer or supplier warranties relating to any materials and labor used in Work (and for subcontractor, manufacturer and supplier warranties and guaranties beyond one year, provided that such warranties and guaranties must be direct between Six/Ten and the relevant subcontractor, manufacturer or supplier and must be fully assignable to the City upon the sale of the Qualified Project as if the City were a party to the Design-Build Agreement without the need for payment or additional compensation; (iv) cover all of the Work through Final Completion and provide for either a lump sum price or a guaranteed maximum price for all direct and indirect costs of such work (including, in the case of a guaranteed maximum price, the Design-Builder's fee on the costs of the work and construction contingency amounts), which lump sum price or guaranteed maximum price can be set via amendment after completion of the Construction Documents for the Work; (v) require the Design-Builder, on behalf of itself and Six/Ten, to furnish and record in the public records of Polk County, Florida, a payment and performance bond in compliance and accordance with Section 255.05, Florida Statutes, before beginning construction in an amount equal to the lump sum price or guaranteed maximum price; (vi) require that Six/Ten withhold five (5%) retainage, or such other higher value as may be privately agreed upon between Six/Ten and the Design-Builder, on all payments to the Design-Builder under the Design-Build Agreement until Substantial Completion of the Work, and upon Substantial Completion, Six/Ten will continue to retain amounts to complete the Work in order to achieve Final Completion thereof; (vii) cause the architect retained by the Design-Builder to be a Qualified Design Professional and permit Six/Ten, upon the sale of the Qualified Project to the City, to assign ownership of the Design Documents, all intellectual property rights therein created under the Design-Build Agreement, and all indemnifications to the City.

2.3. CONSTRUCTION REQUIREMENTS. Subject to the terms and conditions of this Comprehensive Agreement, in performing the construction of the Qualified Project Six/Ten shall:

2.3.1. Manage, administer, and implement the design, permitting (including the payment of all permitting fees), development, financing, construction and furnishing of the Qualified Project in accordance with this Agreement, Design-Build Agreement, and all applicable laws. Six/Ten will not perform any services, and will not act, as a contractor within the meaning of Chapter 489, Florida Statutes.

2.3.2. Retention of the Design-Builder. Six/Ten has retained Whitehead, a Design-Builder that is experienced in the design and construction of multi-level parking facilities. Any replacement Design-Builder is subject to approval of the City. This approval will not be unreasonably withheld or delayed.

2.3.3. Exercise good faith commercially reasonable efforts to complete the Qualified Project in a safe, good, and workmanlike manner within the times established in the Comprehensive Agreement and in the most expeditious manner;

2.3.4. Permit the City's Representative to evaluate and review interim designs for the Qualifying Project during the design phase of the Design Build Agreement to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with the City's public projects;

2.3.5. Provide project plans to the City for approval through the City's regular development approval process, which approval shall not be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, obtain all necessary permits, licenses, and other approvals as required by the City's ULDC for the completion of the Qualified Project, and obtain notice from the City's Representative that the final design conforms to standards acceptable to the City;

2.3.6. Proceed to the construction phase of the Design Build Agreement upon receipt of both: (a) all necessary permits, licenses, and other approvals as required by the City's ULDC; and (b) notice from the City's Representative that the final design conforms to standards acceptable to the City;

2.3.7. Maintain in effect during the performance of this Agreement a policy of public liability insurance, a copy of which must be filed with the City and accompanied by proofs of coverage each in the form and amount satisfactory to the City and reasonably sufficient to ensure coverage of tort liability to the public and employees;

2.3.8. Be responsible for the completion of all work necessary to complete the Qualified Project, and be fully responsible for the payment of all moneys due to Design-Builder and subcontractors performing the work;

2.3.9. Obtain prior City approval, as described in Section 2.4.1 below, not to be unreasonably withheld, unreasonably conditioned, or unreasonably delayed, for any Change Orders on the Qualified Project that would materially amend the scope or quality of the Qualified Project;

2.3.10. Plan, organize, supervise, monitor, direct, and control the work on the Qualified Project to ensure that it is done competently and efficiently and in accordance with the design and budget and use commercially reasonable efforts to protect the work from loss due to weather, theft, or other cause;

2.3.11. Allow the City, or any agent thereof, entry unto the Property and Qualified Project, during any reasonable business hours, taking into account Six/Ten's operations, for observation, inspection, monitoring, and testing as contemplated in Section 255.065(7)(a)(3), Florida Statutes; and

2.3.12. Manage the appropriately licensed Design-Builder to ensure that any work not conforming to the Qualified Project designs and requirements is corrected or removed and replaced.

2.4. CHANGE ORDERS.

2.4.1. City's Right to Make Changes. After the City has issued notice that the final design for the Qualified Project conforms to City-acceptable standards, the City may request Change Orders for the Qualified Project, subject to the approval of Six/Ten. The City must pay for the additional reasonable costs, as agreed to by the parties, associated with Change Orders it requests ("City Change Order Costs"). Neither Six/Ten nor Urban Action will be responsible for the payment of any City Change Order Costs. Upon such request and Six/Ten's approval, Six/Ten will solicit bids for the incremental cost for performing such Change Order and the City will have the option to forego its request or agree in writing to be responsible for the costs of such Change Order based upon the amount of the proposal of Design-Builder or other contractor for such Change Order. Within ten (10) Business Days of Six/Ten providing the bids to the City for the Change Orders requested by the City, the City will provide Notice to Six/Ten informing Six/Ten whether the City will forego its request or agree to the proposed City Change Order Costs. The City will pay all City Change Order Costs in conjunction with agreeing to the proposed City Change Order. Reasonable delays incurred by the Design-Builder to accommodate a City Change Order shall be deemed by Six/Ten and Six/Ten's Design-Builder to be agreed-upon extensions to the dates of Substantial Completion and Final Completion.

2.4.2. Six/Ten's Right to Make Changes. Six/Ten may issue field change orders, which (a) are due to unexpected construction conditions encountered in connection with the construction of the Qualified Project, (b) are necessary to efficiently proceed with the Qualified Project, and (c) do not modify the capacity or functional requirements set forth in the Qualified Project's Construction Documents.

2.4.2.1. To the extent any proposed field change order by SixTen would materially amend the scope or quality of the Qualified Project or implicate material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards, SixTen must obtain approval of such change order from the City as follows:

2.4.2.1.1. SixTen shall submit the proposed change order, with a complete description of the proposed change and any necessary backup documentation to the City Manager.

2.4.2.1.2. The City Manager shall, within 10 business days of receipt of the proposed change order, consult with the City's Representative and either approve or deny the proposed change order.

2.5. PERMITTING. The City shall use its reasonable best efforts to timely complete all site plan and building permit reviews and development approval processes associated with the permitting and approval of the Qualified Project; provided, however, that the City may ask for and Six/Ten may grant reasonable extensions to site plan, building permit, and development review and approval timelines for good cause shown.

2.6. COMPLETION. Six/Ten shall use commercially reasonable efforts to complete the Qualified Project within eighteen (18) months of the City's issuance of the Building Permit; provided, however, that Six/Ten may ask for and City may grant reasonable extensions for good cause shown.

2.7. POST COMPLETION DELIVERABLES. At or before the Closing and sale of the Qualified Project and realty to the City, Six/Ten must provide to the City: (a) one copy of the "as built" survey showing the location of all of the Qualified Project Improvements, (b) a complete set of electronic .pdf files and electronic CAD files of all "record drawings" prepared by or for the Design-Builder regarding all of the Qualified Project, (c) a complete set of electronic copies of approved shop drawings, (d) a complete set of electronic copies of approved permits and permit closeout documents, (e) copies of all warranties related to the Qualified Project and fully executed original assignments of such warranties to the City by the owners thereof, (f) copies of a certificate of completion or occupancy, or its equivalent, which is then required by any Governmental Authority for the Qualified Project, (g) consent from the surety; and (h) an outline and suggested timeline for future major maintenance needs for the Qualified Project, prepared by the Design-Builder, to include items such as replacement of seals between concrete sections, flushing of stormwater systems, major elevator maintenance requirements, and timing for component inspections.

3. FORCE MAJEURE

3.1. FORCE MAJEURE. Force Majeure means any fire or other casualty, an act of God, war, act(s) of terrorism, riots, pandemics, epidemics, strikes, labor disputes, boycotts, intervention by civil or military government authorities, or any other causes whatsoever beyond the control of the Parties. If a Force Majeure prohibits or prevents a Party, whether directly or indirectly, from performing any of its obligations under this Comprehensive Agreement, such Party shall, upon notice to the other Party, be excused from such performance until the Force Majeure terminates or is removed. During such period of prevention or prohibition, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure as promptly as reasonably possible.

4. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

4.1. REPRESENTATIONS AND WARRANTIES OF SIX/TEN. Six/Ten represents and warrants to the City, as of the Effective Date (unless otherwise expressly provided herein), as follows:

4.1.1. Organization. Six/Ten is a Florida limited liability company duly organized, validly existing, and in good standing under the laws of the State of Florida and duly authorized to do business in the State of Florida. Six/Ten possesses full and adequate power and authority to own, operate, license, and lease its properties, and to carry on and conduct its business as it is currently being conducted.

4.1.2. Authorization. Six/Ten has the requisite right, power, and authority to execute and deliver this Agreement and to perform and satisfy its obligations and duties hereunder. The execution, delivery, and performance of this Agreement by Six/Ten have been duly and fully authorized and approved by all necessary and appropriate organizational action. This Agreement has been duly executed and delivered by Six/Ten. The individual executing and delivering this Agreement on behalf of Six/Ten has all requisite power and authority to execute and deliver the same and to bind Six/Ten hereunder.

4.1.3. Binding Obligation and Enforcement. This Agreement constitutes legal, valid, and binding obligations of Six/Ten, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally and the application of general equitable principles
.

4.1.4. Governing Documents. The execution, delivery, and performance of this Agreement by Six/Ten does not and will not result in or cause a violation or breach of, or conflict with, any provision of its articles of organization, operating agreement or other governing documents.

4.1.5. Law. The execution, delivery, and performance of this Agreement by Six/Ten does not and will not result in or cause a violation or breach of, or conflict with, any applicable laws applicable to Six/Ten or any of its properties or assets which will have a material adverse effect on the ability of Six/Ten to perform and satisfy its obligations and duties hereunder.

4.1.6. Contracts; No Conflict. The execution, delivery, and performance of this Agreement by Six/Ten does not and will not result in or cause a termination, modification, cancellation, violation or breach of, conflict with, constitute a default under, result in the acceleration of, create in any party the right to accelerate, require any consent, approval, waiver, amendment, authorization, notice or filing under any agreement, contract, understanding, instrument, mortgage, lease, sublease, license, sublicense, franchise, permit, agreement, mortgage for borrowed money, instrument of indebtedness, security instrument, indenture, document or other obligation to which Six/Ten is a party or by which Six/Ten or any of its properties or assets are bound.

4.1.7. Absence of Litigation. There is no action, suit, proceeding, claim, arbitration or investigation pending or, to the knowledge of Six/Ten, threatened in writing by any Person, against Six/Ten or any of its Affiliates, or any of their assets or properties,

that questions the validity of this Agreement or the transactions contemplated herein or which, individually or collectively, if unfavorably determined would have a material adverse effect on the assets, conditions, affairs or prospects of Six/Ten, financially or otherwise, including the ability of Six/Ten to perform and satisfy its obligations and duties hereunder.

4.1.8. Anti-Money Laundering; Anti-Terrorism. Six/Ten has not engaged in any dealings or transactions: (A) in contravention of the applicable anti-money laundering laws, regulations or orders, including without limitation, money laundering prohibitions, if any, set forth in the Bank Secrecy Act (12 U.S.C. Sections 1818(s), 1829(b) and 1951-1959 and 31 U.S.C. Sections 5311-5330), the USA Patriot Act of 2001, Pub. L. No. 107-56, and the sanction regulations promulgated pursuant thereto by U.S. Treasury Department Office of Foreign Assets Control (collectively, together with regulations promulgated with respect thereto, the "Anti-Money Laundering Acts"), (B) in contravention of Executive Order No. 13224 dated September 24, 2001, issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order"), (C) in contravention of the provisions set forth in 31 C.F.R. Part 103, the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 et seq. or the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 et seq. (together with the Anti-Money Laundering Acts, the "Terrorist Acts"), or (D) is named in the Annex to the Anti-Terrorism Order or any terrorist list published and maintained by the Federal Bureau of Investigation or the U.S. Department of Homeland Security, as may exist from time to time.

To Six/Ten's knowledge, Six/Ten: (A) is not conducting any business or engaging in any transaction with any Person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control located at 31 C.F.R., Chapter V, Appendix A, or is named in the Annex to the Anti-Terrorism Order or any terrorist list published and maintained by the Federal Bureau of Investigation or the U.S. Department of Homeland Security, as may exist from time to time, or (B) is not a Person described in Section 1 of the Anti-Terrorism Order (a "Restricted Person").

4.1.9. Scrutinized Companies. Section 287.135 of the 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 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 of the Florida Statutes or is engaged in a boycott of Israel; or 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 Section 215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, Six/Ten certifies that it does not and did not at any time

since the submission of Proposal participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. Six/Ten understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this Agreement at the City's option if Six/Ten is found to have submitted a false certification.

4.1.10. Public Entity Crimes; Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, Six/Ten certifies that it is not on the convicted vendor list.

4.1.11. Drug-Free Workplace. By executing this Agreement, Six/Ten certifies that it has a drug-free workplace and substance abuse policies in accordance with and pursuant to Section 440.102 of the Florida Statutes and that it will require a provision similar to this in its Design-Build Agreement.

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

4.1.13. No Consideration of Social, Political, and Ideological Interests. Six/Ten acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Six/Ten affirms and agrees that the

City did not request any documentation about, or give any consideration to, the company's social, political, or ideological interests in the award of this Agreement.

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

4.1.15. No Coercion. Six/Ten acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Six/Ten agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative under penalty of perjury at any time and upon request.

5. SALE AND PURCHASE

5.1. Urban Action agrees to sell to City and City agrees to purchase from Urban Action, the Property and Qualified Project, subject to the terms and conditions of this Agreement.

5.2. PURCHASE PRICE. The purchase price for the Property and Qualified Project is $10,217,496 (the "Purchase Price").

5.2.1. Land Inspection Period. City shall have the right to inspect the Property at City's sole cost and expense, for a period of time beginning on the Effective Date and ending on the one hundred twentieth (120th) day after the Effective Date (not including the Effective Date, said period of time is the "Land Inspection Period"). The Land Inspection Period may be extended by written agreement in the Parties' discretion, which will not be unreasonably withheld, as often as may be necessary in order to fully accommodate the City's environmental due diligence and reviews.

5.2.1.1.1. During the Land Inspection Period, City and City Related Parties will have the right to enter upon the Property for the purpose of making such tests, inspections, analyses and investigations as City may deem necessary or desirable, including but not limited to soil/groundwater tests, building inspections, environmental assessments and audits. After completing any inspections, City, at its sole cost and expense, shall restore and repair any damage caused by City or City's Related Parties inspections, including the filling in of any excavations or holes, and the removal of all tools and equipment.

5.2.1.1.2. If City determines that the Property is not acceptable for any reason, as determined by City in its sole and absolute discretion, City shall have the right to terminate this Agreement by Notice to Urban Action and Six/Ten, which must be delivered prior to the expiration of the Land Inspection Period. Upon receipt of the termination Notice, the Parties shall be relieved of all further liabilities hereunder, except those that survive the termination of this Agreement.

5.2.1.2. Permit Approval Period. Six/Ten shall have a period of one hundred twenty (120) days beginning on the Effective Date and running simultaneously to the Land Inspection Period, to submit for, diligently pursue and obtain all permits, licenses and other governmental approvals required for the Qualified Project, in compliance with all applicable laws (the "Approval Period") The City shall review all permit applications submitted by Six/Ten within the time permitted by general law for review of applications for development orders. The Approval Period may be extended by written agreement in the Parties' discretion, which will not be unreasonably withheld, as often as may be necessary in order to fully accommodate reviews, questions, comments, changes, or requests for information by the City or by other governmental agencies with jurisdiction over the Qualified Project. If Six/Ten is unable to obtain all permits, licenses and other governmental approvals required for the Qualified Project, in compliance with all applicable laws, during the Approval Period as the same may be extended from time to time, Six/Ten may terminate this Agreement by delivering Notice to the City prior to the expiration of the Approval Period.

5.2.1.3. Site Impossibility. Urban Action and/or Six/Ten shall have the right to cancel this Agreement in the event there any conditions discovered prior to or during construction which render the Property impossible for construction, including, without limitation, (i) the presence of any Hazardous Materials or environmental contaminations requiring remediation under applicable Environmental Laws, or any other condition, where the cost of such remediation would exceed five percent (5%) of the Qualified Project construction budget; (ii) geotechnical conditions, such as soil instability, sinkholes, or subsurface conditions that would require foundation systems or structural modifications that are not economically feasible, where the costs of such foundation systems or structural modifications would exceed five percent (5%) of the budgeted

amounts for such work; (iii) archeological or historical discoveries that require preservation under applicable laws; (iv) utility, infrastructure, or easement conflicts that cannot be reasonably relocated or accommodated within the Preliminary Design Documents; (v) flooding or drainage issues that cannot be mitigated through reasonable engineering solutions; or (vi) any other conditions or circumstances that, as determined by a qualified third-party professional engineer or consultant, renders the construction of the Qualified Project on the Property impossible or impracticable under applicable laws, building codes, or engineering standards. Six/Ten shall provide Notice to the City within ten (10) days of discovering any condition described in this Section. The City shall have thirty (30) days to review Six/Ten's impossibility claim and supporting documentation, and may, at its own expense, engage independent consultants to evaluate Six/Ten's claim. If the City agrees with Six/Ten's impossibility determination, this Agreement shall be terminated and the Parties shall be relieved of all further liabilities hereunder, except those that survive the termination of this Agreement.

5.2.1.4. Bond. In the event this Agreement is not terminated prior to the expiration of the Approval Period, then upon the expiration of the Approval Period Six/Ten shall cause the Design-Builder to furnish a payment and performance bond in an amount equal to the lump sum price or guaranteed maximum price, issued by a surety company authorized to do business in the State of Florida, pursuant to Section 255.05 of the Florida Statutes which shall guarantee the faithful performance of all obligations under this Agreement, including the timely completion of the Project in accordance with the approved plans, specifications, and applicable laws, and protect the City against any losses, damages, or costs arising from Design-Builder's default, non-performance, or failure to complete the Qualified Project.

5.2.2. Balance of Purchase Price. At the Closing, City shall deliver the balance of the Purchase Price, after adjustments, credits, costs, expenses and prorations provided for in this Agreement, if delivered in cash, in the form of cash by wire transfer of immediately available United States federal funds.

5.3. NO BROKER FEES OR COMMISSION. The Parties hereby represent to the other Parties that is has not created any liability for any broker's fee, broker's or agent's commission, finder's fee or other fee or commission in connection with this Agreement.

6. TITLE INSURANCE; SURVEY

6.1. TITLE COMMITMENT. Within ten (10) days after the Effective Date, Urban Action shall obtain and deliver to City, a commitment for title insurance covering the Property, issued by a title insurance company licensed to do business in the State of Florida and acceptable to both parties (the "Title Company"), together with legible copies of all recorded documents referenced therein (collectively, the "Commitment"), by which Commitment the Title Company shall agree to issue to City, upon the execution and

subject to the express terms thereof, delivery and recordation of the Deed to be delivered at Closing and the satisfaction of all requirements specified in Schedule B, Section I of the Commitment, an ALTA Form owner's policy (Form 2021 with Florida Modifications) for the Property (including all insurable interests appurtenant thereto) in the amount of the Purchase Price, without exception for any matters other than Permitted Exceptions as defined herein.

6.2. SURVEY. Urban Action will cause to be prepared a boundary Survey ("Survey") of the Property. The Survey will be certified to the Title Company, the City and Urban Action, and Urban Action will cause a copy of the Survey to be delivered to the City and Title Company within three (3) days of the Effective Date. The Survey will be the basis for determining the final legal description for the Property. If the Survey reveals any encroachments on the Property, such encroachments will constitute a title defect to be cured within the Curative Period described below.

6.3. CURE OF TITLE AND SURVEY DEFECTS. City will, within 15 days from receipt of the evidence of title deliver written notice to Urban Action of title defects. Title will be deemed acceptable to City if: (1) City fails to timely deliver proper notice of defects or (2) City timely delivers proper notice and Urban Action cures the defects within 30 days from receipt of the notice ("Curative Period"). Urban Action shall, at its sole cost and expense, promptly undertake to eliminate all such defects to the reasonable satisfaction of City and the Title Company. Urban Action agrees to use its best efforts to satisfy promptly any such objection, but in the event Urban Action is unable within the exercise of due diligence to satisfy said defects within the Curative Period, City may, at its option, (a) accept title subject to the objections raised by City in which event said objections shall be deemed to be waived for all purposes or (b) cancel this Agreement, whereupon this Agreement shall be of no further force and effect. It is expressly agreed that City, in its sole discretion, may elect to accept or reject any proposed affirmative title insurance as a satisfaction of a title objection. It is further specifically understood that City hereby objects to and will require the deletion of all standard exceptions including, without limitation:

6.3.1. rights or claims of parties in possession not shown by public records;

6.3.2. easements or claims of easements not shown by public records;

6.3.3. discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any items in which a correct survey and inspection of the Property would disclose and which are not shown by public records;

6.3.4. any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by public records; and

6.3.5. defects and liens first appearing subsequent to the effective date of the title commitment but prior to the Closing Date.

Urban Action shall take all steps and spend any and all sums required to satisfy and effect the removal prior to closing of any title matters other than the Permitted Exceptions if such title matters are liquidated in amount or if caused by Urban Action. Without limiting the foregoing, but in addition thereto, Urban Action shall pay in full and cause to be paid in full and satisfied of record all mortgages encumbering the Property and shall pay any amount that is needed to do so, whether or not such amount is in excess of the cash to close.

Any easements through adjoining private land for drainage, ingress, egress, parking, vehicular and pedestrian passage and the installation, operation and maintenance of utilities shall be pursuant to recorded agreements satisfactory to City in its sole discretion, and the easement areas created thereby shall be insured by the Title Company as part of the Property insured under the title policy issued at the Closing Date.

6.4. PERMITTED EXCEPTIONS. The Property shall be conveyed to City subject to no liens, charges, encumbrances, easements, restrictions, exceptions, reservations or other matters of any kind or character other than the following exceptions (collectively, the "Permitted Exceptions"):

6.4.1. Ad valorem taxes and assessments for the year of Closing and subsequent years, provided the same are not then due and payable;

6.4.2. Zoning ordinances and governmental regulations, provided the same permit the existing and City's contemplated utilization of the Property; and

6.4.3. Any easements and restrictions which may be waived by City pursuant to Section 6.3 hereof.

6.4.4. Any title covenant required by authorities with jurisdiction related to petroleum contamination or clean up (as described in Exhibit “B”), so long as such covenant is in a form acceptable to the City.

6.5. UPDATED COMMITMENT. If any update to the Title Commitment or any updated title commitment for the Property (which Urban Action, at Urban Action’s expense, shall obtain and deliver to City at least fifteen (15) business days prior to Closing) reveals requirements and/or exceptions that were not included in the original Title Commitment and are not Permitted Exceptions (“New Title Matters”), City may, within ten (10) days after its receipt of the updated Title Commitment, notify Urban Action in writing of any objection it may have to the New Title Matters. Should the City timely deliver to Urban Action and updated title objection notice, Urban Action agrees to use its best efforts to satisfy promptly any such objection, but in the event Urban Action is unable within the exercise of due diligence to satisfy said defect prior to the Closing Date, City may elect to either (1) extend the Closing Date for up to 30 days, or (2) accept title subject to the objections raised by City in which event said objections shall be deemed to be waived for all purposes.

7. CLOSING DATE, CONDITIONS AND PROCEDURES

7.1. CLOSING DATE. Subject to satisfaction of the Closing Conditions, the consummation of the purchase and sale transaction between City and Urban Action pursuant to this Agreement ("Closing") shall be conducted by a "mail away" procedure on the date that is 120 days after the Certificate of Completion or Occupancy is issued for the Qualified Project (the "Closing Date"). Notwithstanding anything contained in this Section 7.1 to the contrary, the Parties may elect to schedule an earlier Closing Date.

7.2. CLOSING CONDITIONS. City's obligation to proceed to Closing under this Agreement shall be expressly subject to satisfaction or City's waiver of satisfaction of each of the following conditions (each a "Closing Condition"):

7.2.1. Urban Action's representations and warranties shall be true and accurate in all material respects, and Urban Action shall have complied with all covenants and obligations of Urban Action required by this Agreement.

7.2.2. Six/Ten's representations and warranties shall be true and accurate in all material respects, and Six/Ten shall have complied with all covenants and obligations of Six/Ten required by this Agreement.

7.2.3. Notwithstanding the issuance of a Certificate of Completion or Occupancy by the City's building authority, the Qualified Project must have reached the Final Completion milestone and all punch list or final corrective items identified in accordance with the terms of the Design-Build Agreement must be complete to the reasonable satisfaction of the City.

7.2.4. Consents to assignment to the City have been obtained from all persons and entities with respect to warranties, indemnifications, and guaranties made during construction of the Qualified Project such that the City may have the full benefit thereof as if it were the procuring party under the Design-Build Agreement.

7.2.5. The Title Agent shall be irrevocably committed to issue to City at Closing a marked-up copy of the Commitment in the form required by Section 6.1 above.

7.2.6. There shall be no lessees, tenants or occupants of the Property so that sole and exclusive possession of the Property can be provided to City at Closing.

7.2.7. A Cooperation Agreement, in form satisfactory to the City's attorneys, has been negotiated between, and agreed to be executed at closing by, Urban Action, Six/Ten, and the City, to both pursue and achieve closure and/or conditional closure of that portion of Florida Department of Environmental Protection Facility No. 539818412, Citrus Growers Oil Company Former Filling Station, 250 Magnolia Avenue SW, Winter Haven, Florida, affecting the Property, with no expenses or costs of any kind to be borne by the City.

7.3. URBAN ACTION'S OBLIGATIONS AT CLOSING. At the Closing, Urban Action shall do the following:

7.3.1. Execute, acknowledge and deliver to City a general warranty deed conveying good, insurable and marketable title to the Property to City subject only to the Permitted Exceptions, which warranty deed shall be in statutory form for recording;

7.3.2. Furnish and deliver to City an owner's title insurance policy or "marked up" title commitment insuring fee simple title to the Property to City in a face amount equal to the Purchase Price and containing no exceptions other than the Permitted Exceptions and other exceptions, if any, which City may, in City's sole discretion, consent to in writing;

7.3.3. Execute and deliver to City and the Title Company a mechanic's lien and possession affidavit in sufficient form and substance so as to allow the Title Company to remove the mechanic's lien exception and parties-in-possession exception from the title policy and a warranty, indemnification and hold harmless agreement against any and all claims, liens or encumbrances on account of any of the same;

7.3.4. Execute and deliver to City an affidavit, (with warranty and indemnity required to insure the gap at Closing) that there have been no changes in the condition of title from that shown in the title commitment delivered to City and containing any statements needed for the Title Company to delete all standard exceptions (subject however to an exception for Tenants as tenants only pursuant to written leases) in the title insurance policy to be delivered to City;

7.3.5. Furnish all available keys to any door or lock on the Property;

7.3.6. Furnish a full assignment of all of warranties, indemnifications, and guarantees obtained by Urban Action and Six-Ten from the architect, engineer, contractor and subcontractors, and from other persons and entities supplying equipment or materials or performing work in connection with Six-Ten's construction of the Qualified Project;

7.3.7. Execute and deliver instruments satisfactory to City and the Title Company reflecting the proper power, good standing and authorization for the sale of the Property from Urban Action to City hereunder;

7.3.8. Execute and deliver to City and the Title Company a FIRPTA affidavit in form and substance acceptable to both City and the Title Company; and

7.3.9. Execute and deliver to City all other documents the City or the Title Company reasonably determines to be necessary as part of the contemplated transaction described in this Agreement.

7.3.10. Deliver to City the Cooperation Agreement identified in Section 7.2.7 above, executed by both Urban Action and Six/Ten.

7.4. CLOSING COSTS.

7.4.1. Urban Action's Costs. Urban Action shall be responsible and pay for (A) the documentary transfer taxes on the Deed; (B) the search, examination, and title commitment charges; (C) the premium for the owner's title insurance policy; (D) one-half (1/2) of the closing fees charged by Title Company; (E) the Survey and (F) Urban Action's attorneys' fees in consummating the Closing.

7.4.2. City's Costs. City shall be responsible and pay for (A) the cost of City's inspections and acceptability analyses; (B) the cost of recording the Deed; (C) the costs associated with any simultaneously issued mortgagee's title insurance policy(ies); (D) the cost associated with any financing obtained by City; (E) one-half (1/2) of the closing fees charged by Title Company; (F) City's attorneys' fees in consummating the Closing.

7.4.3. Prorations. All state, city and county ad valorem taxes and similar taxes and assessments levied or imposed upon or assessed against the Property shall be determined, escrowed, and paid as required by Section 196.295 of the Florida Statutes, provided that if the Closing Date is contemplated to occur after November 1 of the calendar year, Urban Action acknowledges and agrees that there shall be no pro-ration of any ad valorem taxes, and similar taxes and assessments levied or imposed upon or assessed against the Property, and Urban Action shall be required to either pay same at Closing or demonstrate to the City reasonable satisfaction that such ad valorem and similar taxes and assessments have been duly paid prior to Closing.

7.5. REPRESENTATIONS AND WARRANTIES BY URBAN ACTION. Urban Action hereby represents and warrants to City that, as of the Effective Date and again as of the Closing Date:

7.5.1. Urban Action is a limited liability company, duly organized and validly existing under the laws of the State of Florida.

7.5.2. Urban Action has all right, power and authority necessary, without the consent or joinder of any third parties, to enter into this Agreement for the sale of the Property to City, and to sell the Property to City pursuant to the terms of this Agreement.

7.5.3. The execution, delivery and performance by Urban Action of this Agreement is within the authority of Urban Action, has been authorized by all necessary proceedings and does not and will not contravene any provision of law, limited liability company agreement, any other organizational papers or any amendments thereof or any written agreement or contract to which Urban Action is a party.

7.5.4. The person signing this Agreement on behalf of Urban Action is authorized to do so. Upon execution and delivery of the Agreement by Urban Action, this Agreement

will be a valid and binding obligation of Urban Action, enforceable against Urban Action in accordance with its terms.

7.5.5. Urban Action has not filed or been subject to the filing of an action for bankruptcy relief under the laws of the United States Bankruptcy Code. No petition for bankruptcy or receivership has been filed against Urban Action, and there is not now pending any petition, voluntarily or involuntarily, for bankruptcy relief under the laws of the United States Bankruptcy Code, with respect to the Property or Urban Action.

7.5.6. Urban Action has not received written notice of any legal actions, suits or other legal or administrative proceedings, and to Urban Action's knowledge, there is no pending or threatened legal action, suit or other legal or administrative proceeding (including any challenges or appeals regarding property taxes) that affect the Property or any portion thereof.

7.5.7. Urban Action has not received any written notice of any pending or contemplated action and, to Urban Action's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property or any portion thereof.

7.5.8. Urban Action has not received written notice that any governmental or quasi-governmental agency or authority intends to impose any special or other assessment against the Property or any part thereof.

7.5.9. There are no leases, licenses, or occupancy or use agreements affecting any portion of the Property, and to Urban Action's knowledge, no person other than Urban Action has any right, claim or interest in the Property or any portion thereof, arising out of adverse possession, prescriptive rights, or otherwise.

7.5.10. No other person, firm, corporation, or other entity has any right or option to acquire or lease the Property or any portion thereof or any interest therein.

7.5.11. To Urban Action's knowledge (i) there are no cemeteries, grave sites, burial sites, or archaeological or historic artifacts or sites located on the Property, (ii) the Property does not contain any threatened or endangered species or endangered or protected habitats, and (iii) the Property has not be used as a landfill, waste disposal site, or bury or borrow pit.

7.5.12. Except as set forth on Exhibit "B" attached hereto and incorporated herein, and to Urban Action's knowledge (i) the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, or under the Property including, but not limited to, soil and groundwater conditions; (ii) the Property has not been subject to, and is not within 2,000 feet of, a deposit of any Hazardous Substance; (iii) there has been no discharge, migration or release of any Hazardous Substance from, into, on, under or about the Property other than chemicals used for agricultural purposes in

accordance with Environmental Law; and (iv) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments, any asbestos-containing materials or any polychlorinated biphenyls used in hydraulic oils, electrical transformers or other equipment. Urban Action has disclosed to the City those matters set forth on Exhibit "B" and covenants to provide the City and its officers, employees, agents, attorneys, and consultants with access to all the information it has related to the Property's previous use as a gas station. Urban Action hereby assigns to City as of the Closing all claims, counterclaims, defenses or actions, whether at common law, or pursuant to any other applicable federal or state or other laws, which Urban Action may have against any third parties relating to the existence of any Hazardous Substance in, at, on, under or about the Property. Notwithstanding the foregoing assignment, to the extent Urban Action, or any parties affiliated with Urban Action, are made a party to any matter pertaining to any Hazardous Substances, Urban Action, and such affiliated parties, shall have the right to utilize any rights that Urban Action, or such affiliated parties, may have with respect to any such claims, counterclaims, defenses or actions. "Hazardous Substance" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other Environmental Law. As used herein, "Environmental Law" shall mean, as amended and in effect from time to time, any federal, state or local statute, ordinance, rule, regulation, judicial decision, or the judgment or decree of a governmental authority, arbitrator or other private adjudicator by which City or the Property is bound, pertaining to the contamination of the environment, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Air Act, as amended and in the statutes together with the rules adopted and guidelines promulgated pursuant thereto, and all similar statutes together with rules adopted and guidelines promulgated pursuant to the foregoing.

7.5.13. Urban Action covenants, represents, and warranties that, during the term of this Agreement, and for as long after consummation and closing thereof as may be necessary, it will take all reasonable actions to pursue and achieve closure and/or conditional closure of that portion of Florida Department of Environmental Protection Facility No. 539818412, Citrus Growers Oil Company Former Filling Station, 250 Magnolia Avenue SW, Winter Haven, Florida, affecting the Property, with no expenses or costs of any kind to be borne by the City. Such reasonable actions shall include, but not be limited to, the performance of obligations imposed by the Site Access Agreement between Urban Action and the Florida Department of Environmental Protection dated April 15, 2022 for the duration thereof, a copy of which is incorporated herein by reference only. This paragraph and the covenants made herein shall survive closing until such time as they may be superseded by a valid and fully executed Cooperation Agreement between Urban Action, Six/Ten and the City.

7.5.14. Neither Urban Action nor any of its affiliates, are acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Urban Action is not engaged in the transactions contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.5.15. Anti-Money Laundering; Anti-Terrorism. Urban Action has not engaged in any dealings or transactions: (A) in contravention of the applicable anti-money laundering laws, regulations or orders, including without limitation, money laundering prohibitions, if any, set forth in the Bank Secrecy Act (12 U.S.C. Sections 1818(s), 1829(b) and 1951-1959 and 31 U.S.C. Sections 5311-5330), the USA Patriot Act of 2001, Pub. L. No. 107-56, and the sanction regulations promulgated pursuant thereto by U.S. Treasury Department Office of Foreign Assets Control (collectively, together with regulations promulgated with respect thereto, the "Anti-Money Laundering Acts"), (B) in contravention of Executive Order No. 13224 dated September 24, 2001, issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time ("Anti-Terrorism Order"), (C) in contravention of the provisions set forth in 31 C.F.R. Part 103, the Trading with the Enemy Act, 50 U.S.C. Appx. Section 1 et seq. or the International Emergency Economics Powers Act, 50 U.S.C. Section 1701 et seq. (together with the Anti-Money Laundering Acts, the "Terrorist Acts"), or (D) is named in the Annex to the Anti-Terrorism Order or any terrorist list published and maintained by the Federal Bureau of Investigation or the U.S. Department of Homeland Security, as may exist from time to time.

To Urban Action's knowledge, Urban Action: (A) is not conducting any business or engaging in any transaction with any Person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control located at 31 C.F.R., Chapter V, Appendix A, or is named in the Annex to the Anti-Terrorism Order or any terrorist list published and maintained by the Federal Bureau of Investigation or the U.S. Department of Homeland Security, as may exist from time to time, or (B) is not a Person described in Section 1 of the Anti-Terrorism Order (a "Restricted Person").

7.5.16. Scrutinized Companies. Section 287.135 of the 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 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 of the Florida Statutes or is engaged in a boycott of Israel; or 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 Section

215.473 of the Florida Statutes, or is engaged in business operations in Cuba or Syria. By executing this Agreement, Urban Action certifies that it does not and did not at any time since the submission of Proposal participate in a boycott of Israel; that it is not on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and that it does not engage in business operations in Cuba or Syria. Urban Action understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to Section 287.135 of the Florida Statutes and that the City may terminate this Agreement at the City's option if Urban Action is found to have submitted a false certification.

7.5.17. Public Entity Crimes; Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, Urban Action certifies that it is not on the convicted vendor list.

7.5.18. Drug-Free Workplace. By executing this Agreement, Urban Action certifies that it has a drug-free workplace and substance abuse policies in accordance with and pursuant to Section 440.102 of the Florida Statutes and that it will require a provision similar to this in its Design-Build Agreement.

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

7.5.20. No Consideration of Social, Political, and Ideological Interests. Urban Action acknowledges receipt of notice from the City of the provisions of Section 287.05701 of the Florida Statutes which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or

ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or ideological interests when determining if the prospective contractor is a responsible vendor. Urban Action affirms and agrees that the City did not request any documentation about, or give any consideration to, the company's social, political, or ideological interests in the award of this Agreement.

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

7.5.22. No Coercion. Urban Action acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Urban Action agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative under penalty of perjury at any time and upon request.

8. INSURANCE

8.1. URBAN ACTION'S INSURANCE.

8.1.1. Urban Action shall provide and maintain customary liability insurance for the Qualified Project to protect Urban Action against claims which may arise from its operations with respect to the Qualified Project.

8.1.2. Urban Action shall purchase and continuously maintain until Final Completion or termination of this Agreement, whichever occurs first, property insurance upon the Work at and off the Project, and in transit, for the full replacement cost thereof, on an "All Risk" form, and shall include, without limitation, insurance against the perils of fire, lightning, windstorm (including, without limitation, named storms), hail, earth

movement, earth subsidence, collapse, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, riot, riot attending a strike, civil commotion, acts of terrorism, aircraft, vehicle, smoke, explosion, vandalism, malicious mischief, damage to glass, theft and sinkhole coverages, subject to normal industry policy provisions. The "all risk" property insurance shall include coverage for "Delay" damages incurred due to a delay in completion of the project and "soft costs" incurred as a result of the delay in completion. "Delay Damages" shall include loss of rental income and sales revenue caused by the delay in completion. "Soft Costs" shall include additional loan interest, additional project management and construction management fees, account fees and consulting services incurred as a result of the delay in completion of the Qualified Project. The Delay Damages and Soft Costs coverage described above are subject to the terms and conditions of the respective insurance policies. A copy of the policies shall be provided for the City's review and approval, which approval will not be unreasonably withheld, in conjunction with the execution of this Agreement.

8.1.3. A certified copy of all policies to be purchased by Urban Action shall be provided to all Parties when issued and received by Urban Action.

8.2. DESIGN-BUILDER'S INSURANCE.

8.2.1. Six/Ten shall require the Design-Builder to obtain and maintain, at all times during performance of work for Owner, an occurrence form Commercial General Liability coverage with a minimum limit of Six Million Dollars ($6,000,000) per occurrence and Seven Million Dollars ($7,000,000) in the aggregate, on a primary and non-contributing basis, including a Waiver of Subrogation endorsement in favor of Six/Ten, Urban Action and the City, with Six/Ten, Urban Action and the City named as Additional Insureds. Six/Ten may permit its Design-Builder to satisfy Commercial General Liability coverage requirements through a combination of policies issued by the same insurer, inclusive of any umbrella or excess policy. The Commercial General Liability insurance shall include Products and Completed Operations Coverage in an amount no less than the policy's per occurrence limit. Six/Ten shall require the Design-Builder to continue to maintain the products and completed Operations coverage for a period of at least three (3) years following the completion of all work for the Qualified Project. Six/Ten shall also require that each Project's subcontractors performing physical work upon the Project obtain and maintain, at all times during performance of work for Owner, an occurrence form Commercial General Liability policy on a primary and non-contributing basis with a minimum of One Million Dollars ($1,000,000) per occurrence, including a Waiver of Subrogation endorsement in favor of Six/Ten, Urban Action and the City and the City's members, officials, officers and employees, with Six/Ten, Urban Action and the City and the City's members, officials, officers and employees named as Additional Insureds. In addition, Six/Ten shall require that the Design-Builder and all subcontractors carry Workers' Compensation coverage covering all employees working on the Qualified Project and including employer's liability coverage (Part II) with minimum limits of

$1,000,000 each accident/$1,000,000 Disease-Policy Limit/$1,000,000 Disease-Each Employee. The Design-Builder and all subcontractors shall not commence work until certificates of insurance are provided and accepted by Six/Ten.

8.2.2. Six/Ten shall require the Design-Builder to provide payment and performance bonds for the full amount of the Contract Sum as described in the Design-Build Agreement. The payment bond shall comply with the requirements of Section 255.05, Florida Statutes and the performance bond shall specifically include coverage for any liquidated damages for delay assessed by Six/Ten against Design-Builder.

8.2.3. Pollution Liability.

Six/Ten shall require the Design-Builder to provide (or cause others to provide) Contractors Pollution Liability insurance covering the Qualified Project with minimum limits of $1,000,000 per claim and $3,000,000 aggregate. Such Contractors Pollution Liability insurance shall cover Design-Builder for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage. Six/Ten, Urban Action and the City and the City's members, officials, officers and employees shall be named as Additional Insureds on the third party liability portion of the policy.

The Contractors Pollution Liability Coverage must either be on an occurrence basis; or, if on a claims-made basis, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported with three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

8.2.4. Design Professional Liability.

Six/Ten shall require the Design-Builder to provide (or cause any Design Professional firm retained to provide) Design Professional Liability insurance (also known as Architects and Engineers Errors and Omissions Liability Insurance) covering the Qualified Project with minimum limits of $1,000,000 per claim and $3,000,000 aggregate. Such Professional Liability insurance shall cover Design-Builder for liability resulting from losses arising from their professional services provided for the Qualified Project.

The Design Professional Liability Coverage must either be on an occurrence basis; or, if on a claims-made basis, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported with three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

9. DEFAULTS

9.1. DEVELOPER DEFAULT. The occurrence of any of the following will be an "Event of Default" by Six/Ten or a "Developer Default":

9.1.1. The failure of Six/Ten to keep, observe or perform any of the terms, covenants, or agreements contained in this Agreement to be kept, performed or observed by Six/Ten if such failure is not remedied by Six/Ten within sixty (60) days after Notice from the City of such breach; provided, however, if it is not possible to cure within sixty (60) days, such cure period will be extended for such longer period that is necessary to cure such breach so long as Six/Ten: (A) commences such cure within sixty (60) days after such Notice from the City and thereafter uses commercially reasonable, diligent and good faith efforts to cure until completion, and (B) provides written monthly status updates to the City regarding Six/Ten's specific efforts and timeline to cure;

9.1.2. The: (A) filing by Six/Ten of a voluntary petition in bankruptcy; (B) adjudication of Six/Ten as a bankrupt; (C) approval as properly filed by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment or composition of, or in respect of Six/Ten under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; (D) Six/Ten's assets are levied upon by virtue of a writ of court of competent jurisdiction; (E) insolvency of Six/Ten; (F) assignment by Six/Ten of all or substantially of its assets for the benefit of creditors; (G) initiation of procedures for involuntary dissolution of Six/Ten, unless within sixty (60) days after such filing, Six/Ten causes such filing to be stayed or discharged; (H) Six/Ten ceases to do business other than as a result of an internal reorganization and the respective obligations of Six/Ten are properly transferred to (and assumed by) a successor entity as provided in this Agreement; or (I) appointment of a receiver, trustee or other similar official for Six/Ten, or Six/Ten's Property, unless within sixty (60) days after such appointment, Six/Ten causes such appointment to be stayed or discharged.

9.2. OWNER DEFAULT. Urban Action shall be deemed to be in default under this Contract if Urban Action: (i) breaches its representations or warranties under this Contract as set forth in Section 7.5. hereof; (ii) fails to perform any of its obligations or covenants under this Contract for any reason other than City's prior default or the permitted termination of this Contract by any Party as herein expressly provided, or (iii) fails or refuses to comply in a timely manner with any of its obligations under this Contract or at the Closing (each referred to as an "Event of Default")..

9.3. CITY DEFAULT. The occurrence of any of the following will be an "Event of Default" by the City or a "City Default":

9.3.1. The failure of the City to keep, observe or perform any of the terms, covenants or agreements contained in this Agreement to be kept, performed or observed by the City if such failure is not remedied by the City within sixty (60) days after Notice from

Six/Ten to the City of such breach; provided, however, if it is not possible to cure within sixty (60) days, such cure period will be extended for such longer period that is necessary to cure such breach so long as the City: (A) commences such cure within sixty (60) days after such Notice from Six/Ten and thereafter uses commercially reasonable, diligent and good faith efforts to cure until completion, and (B) provides written monthly status updates to the Six/Ten regarding the City's specific efforts and timeline to cure.

10. REMEDIES.

10.1. CITY REMEDIES.

10.1.1. Remedies Against Urban Action

10.1.1.1. If there is an Event of Default by Urban Action hereunder, then City may, at City's sole election: (a) waive, prior to or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or (b) enforce specific performance of Urban Action's obligations under this Contract. No limitation herein on any remedies that City may elect as the result of a failure by Urban Action to consummate the sale of the Property to City pursuant to this Contract shall be applicable in any manner with respect to any cause of action that City may have against Urban Action for a breach of any of Urban Action's representations or warranties in this Contract or any covenant of Urban Action in this Contract other than the covenant to convey the Property to City at Closing. The foregoing provisions shall not modify City's right to recover its fees and costs in enforcing this Contract as provided in Section 11.3.

10.1.2. Remedies Against Six/Ten

10.1.2.1. For any Developer Default that remains uncured following the expiration of any appliable cure period set forth in Section 9.1.1., the City may, in its sole discretion, pursue any one or more of the following remedies:

10.1.2.2. Self Help. Following Notice to Six/Ten of the intent to engage in self-help, the City may (but under no circumstance will be obligated to) enter upon the Property and the Qualified Project and do whatever Six/Ten is obligated to do under the terms of this Agreement, but subject to any applicable laws, including taking all steps necessary to complete construction of the Project Improvements. No action taken by the City under this Section will relieve Six/Ten from any of its obligations under this Agreement or from any consequences or liabilities arising from the failure to perform such obligations. Six/Ten agrees to reimburse the City on demand for all costs and expenses that the City may incur in effecting compliance with Six/Ten's obligations under this Agreement.

10.1.2.3. The City may pursue injunctive relief and specific performance as provided in Section 10.4. below, but subject to any limitations thereon set forth in any applicable laws or this Agreement.

10.2. URBAN ACTION REMEDIES.

10.2.1. Upon the occurrence of any City Default and while such remains uncured following the expiration of any applicable cure period set forth in Section 9.3.1., Urban Action may, in its sole discretion, exercise any and all remedies available to Urban Action at law or in equity, including either or both of recovering damages from the City, or pursuing injunctive relief and specific performance as provided in Section 10.4. below, or both, but subject to any limitations thereon set forth in any applicable laws or this Agreement.

10.3. SIX/TEN REMEDIES.

10.3.1. Upon the occurrence of any City Default and while such remains uncured following the expiration of any applicable cure period set forth in Section 9.3.1., Six/Ten may, in its sole discretion, exercise any and all remedies available to Six/Ten at law or in equity, including either or both of recovering damages from the City, or pursuing injunctive relief and specific performance as provided in Section 10.4. below, or both, but subject to any limitations thereon set forth in any applicable laws or this Agreement.

10.3.2. Except for a termination of this Agreement by the City for a Developer Default and/or an Event of Default by Urban Action, in the event the City terminates this Agreement during the Land Inspection Period, the City acknowledges that it will be liable to Six/Ten for all costs and expenses incurred by Six/Ten in the development of the Qualified Project up to and including the date of termination in an amount not to exceed One Million Five Hundred Sixty Four Thousand Dollars ($1,564,000) (the "Immediate Costs Cap"). These costs and expenses shall expressly include, but are not limited to, any fees or costs owed by Six/Ten to the Design-Builder or other contractor pursuant to the Design-Build Agreement or other contract for work on the Qualified Project performed prior to and through the date of the City's termination or for materials to be used in the Qualified Project ordered prior to and through the date of the City's termination, but shall expressly exclude all incidental, consequential, exemplary, extraordinary and punitive measures of costs and expenses waived below in Section 10.6. The Parties acknowledge and agree that the Immediate Costs Cap represents the maximum amount of liability the City may have to Six/Ten under this paragraph and Six/Ten together with its Design-Builder and other contractors shall, in the event of a City termination during the Land Inspection Period for reasons other than a Developer Default and/or an Event of Default by Urban Action, take all reasonable actions necessary to mitigate, minimize, and reduce the total amount of costs and expenses to be paid by the City. In the event of a termination and payment of costs and expenses by the City under this paragraph, the City would be entitled to

any work product, such as engineered plans or designs, or materials received and paid for up to the date of termination.

10.4. INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE. Each of the Parties acknowledges, agrees, and stipulates that, in view of the circumstances set forth in Section 10.7. below, which are not exhaustive as to the interests at risk with respect to the respective performance of the Parties, each Party will be entitled to seek, with the option but not the necessity of posting bond or other security, to obtain specific performance and any other temporary, preliminary or permanent injunctive relief or declarative relief necessary to redress or address any Event of Default or any threatened or imminent breach of this Agreement.

10.5. CUMULATIVE REMEDIES. Except as otherwise provided in this Agreement, each right or remedy of a Party provided for in this Agreement will be cumulative of and will be in addition to every other right or remedy of such Party provided for in this Agreement, and, except as otherwise provided in this Agreement, the exercise or the beginning of the exercise by a Party of any one or more of the rights or remedies provided for in this Agreement will not preclude the simultaneous or later exercise by such Party of any or all other rights or remedies provided for in this Agreement or the exercise of any one or more of such remedies for the same such Event of Default.

10.6. WAIVER OF CONSEQUENTIAL DAMAGES. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary or punitive damages as a result of the breach by the other party of any of the provisions hereof.

10.7. NO GENERAL RIGHT TO TERMINATE. The Parties acknowledge, stipulate, and agree that (i) the Six/Ten will undertake significant monetary obligations in connection with financing and payment obligations to permit the design, development, construction and furnishing of the Qualified Project, (ii) the rights, obligations, covenants, agreements, and other undertakings set forth in this Agreement constitute specific and material inducements for each of the Parties, respectively, to enter into this Agreement and to undertake and perform such other obligations related to the design, development, construction, and furnishing of the Qualified Project and Property, and (iii) each of the Parties, respectively, would suffer immediate, unique, and irreparable harm for which there may be no adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or are otherwise breached. In light of the foregoing, while the Parties will retain all rights at law and in equity, in no event may this Agreement be terminated by any Party following an Event of Default. The foregoing will not be deemed to modify or limit any other provisions of this Agreement that provide for termination of this Agreement, including non-discretionary statutory contract termination.

11. MISCELLANEOUS

11.1. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement between the Parties, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the Parties, except as otherwise specified in this Agreement.

11.2. AMENDMENT. This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of all Parties and which makes specific reference to this Agreement and is approved by the governing body of the City which approval may not be unreasonably withheld, but may be reasonably conditioned and/or delayed as determined solely within the discretion of the City.

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

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

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

11.6. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto.

11.7. RELATIONSHIP OF THE PARTIES. Urban Action, Six/Ten, and the City are independent parties and nothing contained in this Agreement will be deemed to create a partnership, joint venture or employer-employee relationship between them or to grant to any of them any right to assume or create any obligation on behalf of or in the name of another Party.

11.8. GOVERNING LAW AND VENUE. All legal actions rising out of or connected with this Agreement must be instituted in the Circuit Court of Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

11.9. WAIVER OF RIGHT TO JURY TRIAL. URBAN ACTION, SIX/TEN AND THE CITY SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT

BECAUSE THE PARTIES HERETO, ALL OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

11.10. TIME IS OF THE ESSENCE. In all matters concerning or affecting this Agreement, time is of the essence.

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

11.12. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful and permitted assigns. No Party may assign this Agreement, or delegate its responsibilities hereunder, without the express written consent of the other Parties and approved by the governing body of the City which approval by the governing body of the City may not be unreasonably withheld, but may be reasonably conditioned or delayed as determined within the sole discretion of the City.

11.13. NOTICES. Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:	T. Michael Stavres, City Manager City of Winter Haven, Florida 451 Third Street, N.W. Winter Haven, FL 33881
With a copy to: (which shall not constitute notice)	Frederick J. Murphy, Jr., City Attorney Boswell & Dunlap LLP 245 South Central Avenue Bartow, FL 33831
For Urban Action:	Allan L. Casey, Authorized Manager 395 Avenue C N.W.

	Winter Haven, FL 33881
With a copy to:	Silver Properties of WH, LLC Attn: Wesley Donley, Manager 199 Avenue B N.W. Winter Haven, FL 33811
For Six/Ten:	Carl J. Strang, III, CEO Six/Ten, LLC 56 4th Street N.W., Suite 200 Winter Haven, FL 33881
With a copy to:	Hill Ward Henderson Attn: Lauren C Rubenstein 600 Cleveland Street Suite 800 Clearwater, FL 33755

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

11.14. LIMITED OBLIGATION. In no event will the City's obligations in this Agreement be or constitute a general obligation or indebtedness of the City or a pledge of the ad valorem taxing power of the City within the meaning of the Constitution of the State of Florida or any applicable laws. No person will have the right to compel the exercise of the ad valorem taxing power of the City in any form on any real or personal property to satisfy the City's obligations under this Agreement.

11.15. WAIVERS. No waiver by a Party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement will be effective unless in writing. No failure or delay of any Party in any one or more instances (a) in exercising any power, right or remedy under this Agreement or (b) in insisting upon the strict performance by another Party of such other Party's covenants, obligations or agreements under this Agreement will operate as a waiver, discharge or invalidation thereof, nor will any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy. One or more waivers of any covenant, term or condition of this Agreement by a Party may not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

11.16. NOT A DEVELOPMENT AGREEMENT UNDER FLORIDA STATUTES. This Agreement is not a "development agreement" within the meaning of Florida Statutes Sec. 163.3220 et seq.

11.17. PUBLIC RECORDS. Six/Ten and Urban Action each agree to comply with the State of Florida's public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the services in this Agreement.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the records are not transferred to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in its possession or keep and maintain public records required by the City to perform the services in this Agreement. If all public records are transferred to the City upon completion of the contract, Six/Ten and/or Urban Action, as applicable, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If public records are kept and maintained upon completion of this Agreement, Six/Ten and/or Urban Action shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The following notice is required by Section 119.0701 of the Florida Statutes:

IF SIX/TEN OR URBAN ACTION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OF THE CITY OF WINTER HAVEN, FLORIDA AT (863) 291-5600, RECORDS@MYWINTERHAVEN.COM, 451 THIRD STREET, N.W., WINTER HAVEN, FLORIDA 33881.

If Six/Ten or Urban Action does not comply with a public records request, the City shall enforce the provisions of this Agreement which may include immediate termination of this Agreement without cost to the City.

For the avoidance of doubt, Six/Ten and Urban Action each acknowledge and understand that the City and the public shall have access and ability to review and copy, at all reasonable times, all public records pertaining to this Agreement, subject to the provisions of Chapter 119, Florida Statutes, including without limitation section 119.0701, Florida Statutes, as amended, and each agrees to allow access by the City and the public to all public records subject to disclosure under applicable Florida laws. Six/Ten and Urban

Action shall each hold the City harmless from any costs, expenses, and fees, specifically including attorneys' fees and costs of suit in any and all pre-suit, mediation, trial, appellate, and bankruptcy proceedings, incurred by the City because of a failure to comply with these obligations. Should Six/Ten or Urban Action determine to dispute any public access provision in this Agreement required by the Florida Statutes, then Six/Ten and/or Urban Action, as applicable, shall do so at its own expense and at no cost to the City.

PARTY SIGNATURES FOLLOW ON PAGES 36, 37, AND 38

Signature page for City of Winter Haven, Florida

IN WITNESS WHEREOF, the City has executed this thirty-eight (38) page Comprehensive Agreement, inclusive of execution pages, but exclusive of Composite Exhibit "A" and Exhibit "B", as of the date indicated.

CITY OF WINTER HAVEN, FLORIDA

_____ _____

William Brian Yates, Mayor-Commissioner Date

ATTEST: APPROVED AS TO FORM:

_____ _____

Vanessa Castillo, MMC, City Clerk Frederick J. Murphy, Jr., City Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of May, 2026, by William Brian Yates, in his capacity as Mayor-Commissioner of the City of Winter Haven, Florida, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed and acknowledged to me that he executed the same in his capacity as Mayor-Commissioner of the City of Winter Haven, Florida, and that by his signature on the instrument, the individual executed the instrument.

_____

Notary Public
Name:
Commission No:
My commission expires:

Signature page for Six/Ten, LLC

IN WITNESS WHEREOF, the Developer has executed this thirty-eight (38) page Comprehensive Agreement, inclusive of execution pages, but exclusive of Composite Exhibit "A" and Exhibit "B", as of the date indicated.

Developer:

Six/Ten, LLC, a Florida limited liability company

By:_____ _____
Authorized Representative Date

WITNESSES:

_____ _____
Printed Name: Printed Name:
Address: Address:

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of May, 2026, by _____ in his or her capacity as Authorized Signatory for Six/Ten, LLC, a Florida limited liability company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed and acknowledged to me that he or she executed the same in his/her/their capacity as Authorized Signatory for Six/Ten, LLC, and that by his or her signature on the instrument, the individual executed the instrument.

_____
Notary Public
Name:
Commission No:
My commission expires:

Signature page for Urban Action, LLC

IN WITNESS WHEREOF, the Owner has executed this thirty-eight (38) page Comprehensive Agreement, inclusive of execution pages, but exclusive of Composite Exhibit "A" and Exhibit "B", as of the date indicated.

Owner:

Urban Action, LLC, a Florida limited
liability company

By:_____ _____
Authorized Representative Date

WITNESSES:

_____ _____
Printed Name: Printed Name:
Address: Address:

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of May, 2026, by _____ in his or her capacity as Authorized Signatory for Urban Action, LLC, a Florida limited liability company, who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed and acknowledged to me that he or she executed the same in his/her/their capacity as Authorized Signatory for Urban Action, LLC, and that by his or her signature on the instrument, the individual executed the instrument.

_____
Notary Public
Name:
Commission No:
My commission expires:

COMPOSITE EXHIBIT “A”

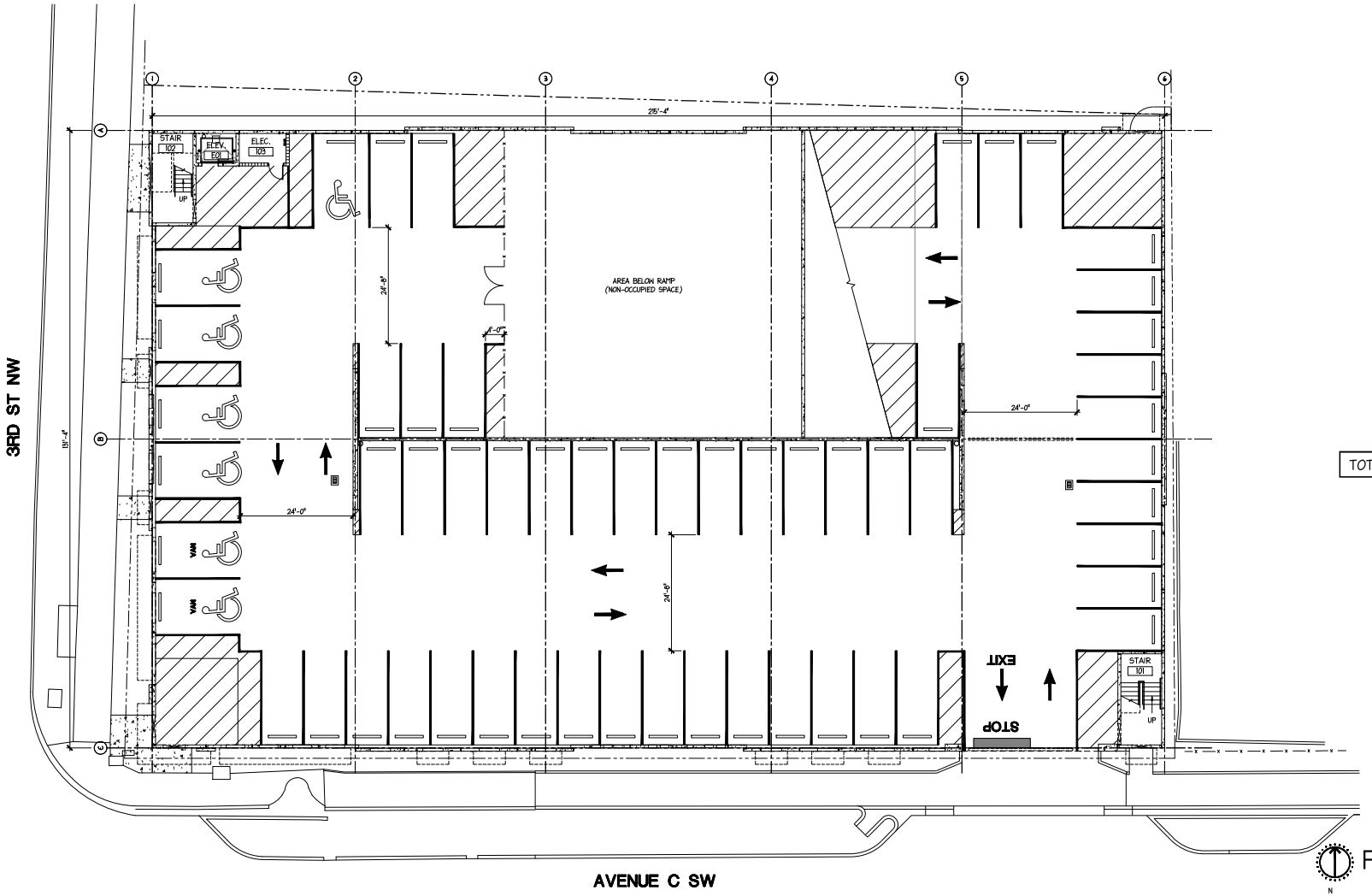
COMPREHENSIVE AGREEMENT BETWEEN CITY OF WINTER HAVEN, FLORIDA, URBAN ACTION, LLC AND SIX/TEN, LLC

PROPOSAL, CONCEPTUAL RENDERINGS, AND PROGRAM OF WORK


WH
WINTER HAVEN


WH

EXCHANGE MAGNOLIA PARKING GARAGE



TOTAL STALL COUNT = 292

FLOOR PLAN LEVEL 1
SCALE: N.T.S.

C&K ARCHITECTS | INTERIORS
architecture • interior design • client services
AAC001629

PROJECT ADDRESS:	3RD ST AVE C SW WINTER HAVEN, FL
PROJECT NUMBER:	25053
CLIENT NAME:	SIX/TEN CORPORATION

REVISIONS:

DATE: 01.06.25

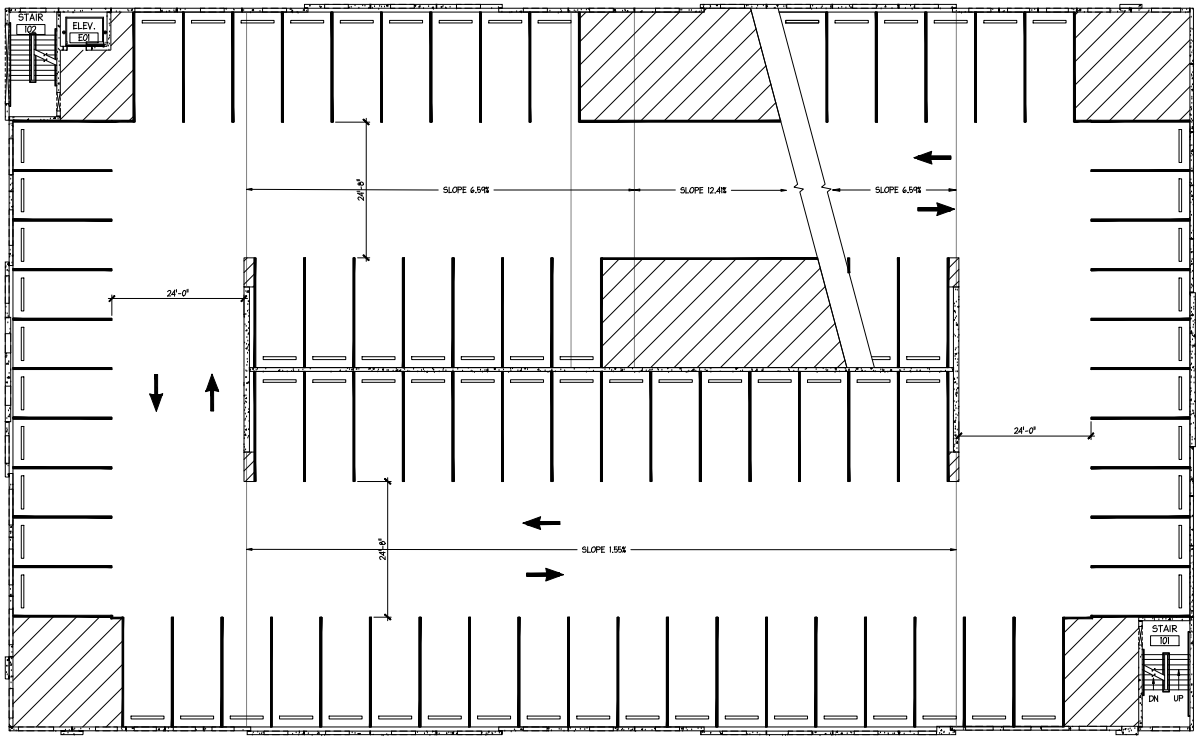
SHEET NO: A1

4221 WEST BOY SCOUT BLVD., SUITE 150 • TAMPA, FL, 33607-5743 • VOICE: 813.882.2000
280 WEST CENTRAL AVE, • WINTER HAVEN, FL, 33880 • VOICE: 863.577.2054
WEBSITE: WWW.CK-ARCH.COM
AA C001629

DATE: 1/6/2026 10:19:40 PM, USER: JORDAN REINIGER, PLOTSCALE: 1:1 FILE PATH:P:\2025\JR\1 MAGNOLIA PARKING GARAGE\EXHIBIT\EXHIBIT-2601.DWG

EXCHANGE MAGNOLIA PARKING GARAGE

C&K ARCHITECTS | INTERIORS
architecture • interior design • client services
AAC001629



FLOOR PLAN LEVEL 2

SCALE: N.T.S.

N

PROJECT ADDRESS: 3RD ST AVE C SW WINTER HAVEN, FL
REVISIONS:
DATE: 01.06.25

PROJECT NUMBER: 25053
SHEET NO:

CLIENT NAME: SIX/TEN CORPORATION

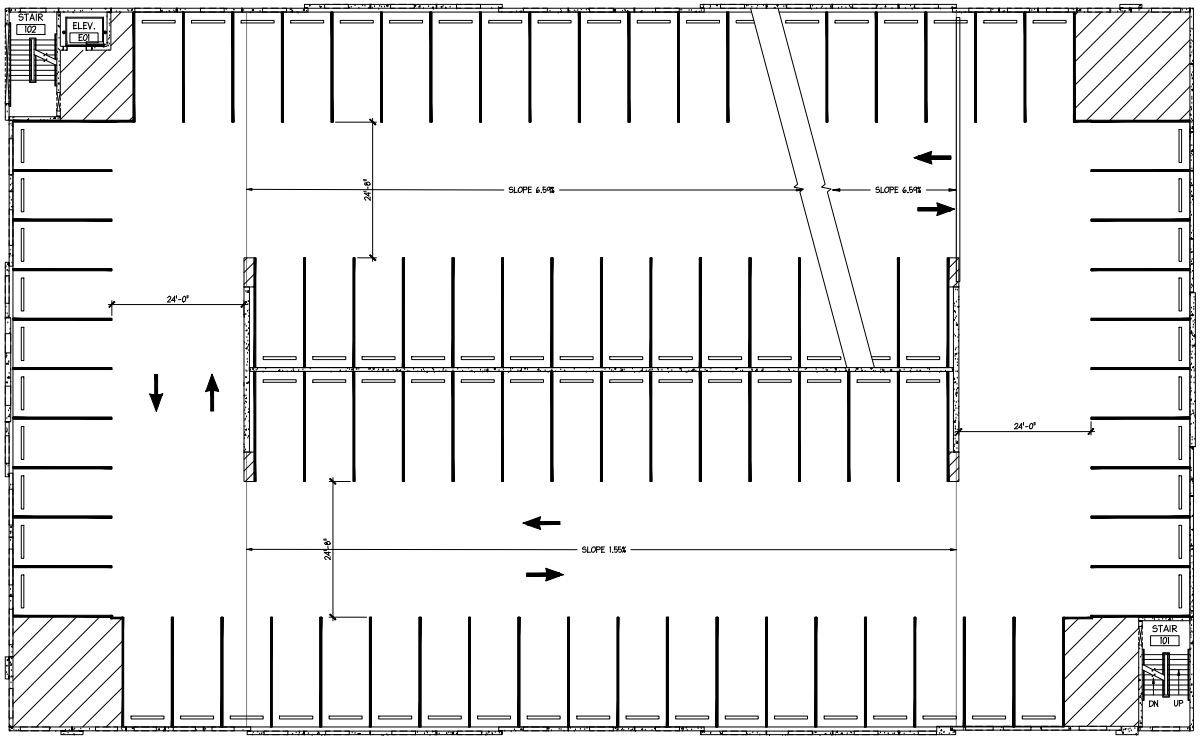
A2

4221 WEST BOY SCOUT BLVD., SUITE 150 • TAMPA, FL, 33607-5743 • VOICE: 813.882.2000 WEBSITE: WWW.CK-ARCH.COM
280 WEST CENTRAL AVE, • WINTER HAVEN, FL, 33880 • VOICE: 863.577.2054 AA C001629

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EXCHANGE MAGNOLIA PARKING GARAGE

C&K ARCHITECTS | INTERIORS
architecture • interior design • client services
AA C001629



FLOOR PLAN LEVEL 3

SCALE: N.T.S.

PROJECT ADDRESS: 3RD ST AVE C SW WINTER HAVEN, FL
PROJECT NUMBER: 25053
CLIENT NAME: SIX/TEN CORPORATION

REVISIONS:

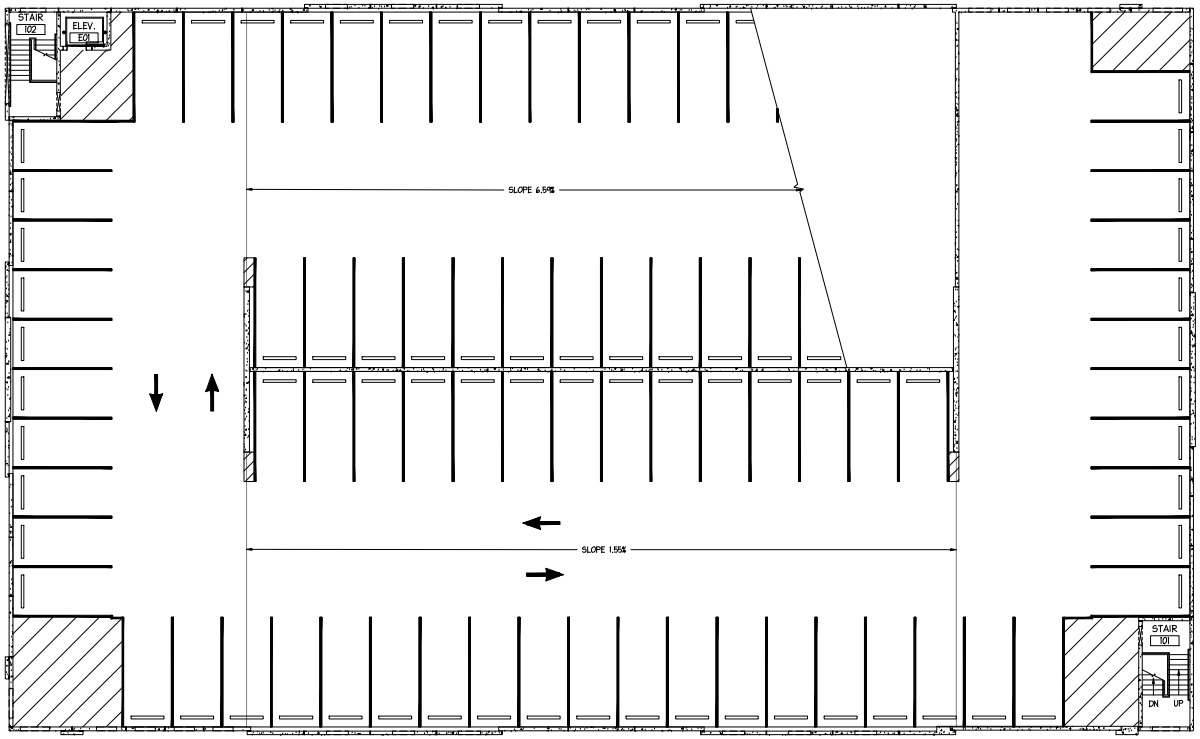
DATE: 01.06.25
SHEET NO: A3

4221 WEST BOY SCOUT BLVD., SUITE 150 • TAMPA, FL, 33607-5743 • VOICE: 813.882.2000
280 WEST CENTRAL AVE, • WINTER HAVEN, FL, 33880 • VOICE: 863.577.2054
WEBSITE: WWW.CK-ARCH.COM
AA C001629

DATE: 1/9/2026 10:09:42 PM, USER: JORDAN REINIGER, PLOTSCALE: 1:1 FILE PATH:P:\2025\JAH MAGNOLIA PARKING GARAGE\BASE\MEP-M2025.DWG

EXCHANGE MAGNOLIA PARKING GARAGE

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AA C001629



FLOOR PLAN LEVEL 4

SCALE: N.T.S.

N

PROJECT ADDRESS: 3RD ST AVE C SW WINTER HAVEN, FL
PROJECT NUMBER: 25053
CLIENT NAME: SIX/TEN CORPORATION

REVISIONS:

DATE: 01.06.25
SHEET NO: A4

4221 WEST BOY SCOUT BLVD., SUITE 150 • TAMPA, FL, 33607-5743 • VOICE: 813.882.2000
280 WEST CENTRAL AVE, • WINTER HAVEN, FL, 33880 • VOICE: 863.577.2054
WEBSITE: WWW.CK-ARCH.COM
AA C001629

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AA C001629



2 NORTH ELEVATION



1 SOUTH ELEVATION

EXTERIOR ELEVATIONS

SCALE: N.T.S.

PROJECT ADDRESS: 3RD ST AVE C SW WINTER HAVEN, FL
REVISIONS:
DATE: 01.06.25

PROJECT NUMBER: 25053
SHEET NO:

CLIENT NAME: SIX/TEN CORPORATION

A5

4221 WEST BOY SCOUT BLVD., SUITE 150 • TAMPA, FL, 33607-5743 • VOICE: 813.882.2000
280 WEST CENTRAL AVE, • WINTER HAVEN, FL, 33880 • VOICE: 863.577.2054
WEBSITE: WWW.CK-ARCH.COM
AA C001629

DATE: 1/9/2026 10:01:44 PM, USER: JORDAN REINIGER, PLOTSCALE: 1:1 FILE PATH:P:\2025\JAH MAGNOLIA PARKING GARAGE\BASE\25124_XREF_BASE.DWG

EXCHANGE MAGNOLIA PARKING GARAGE

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AA C001629



2 WEST ELEVATION



1 EAST ELEVATION

EXTERIOR ELEVATIONS
SCALE: N.T.S.

PROJECT ADDRESS: 3RD ST AVE C SW WINTER HAVEN, FL
PROJECT NUMBER: 25053
CLIENT NAME: SIX/TEN CORPORATION

REVISIONS:
DATE: 01.06.25
SHEET NO: A6

4221 WEST BOY SCOUT BLVD., SUITE 150 • TAMPA, FL, 33607-5743 • VOICE: 813.882.2000
280 WEST CENTRAL AVE, • WINTER HAVEN, FL, 33880 • VOICE: 863.577.2054
WEBSITE: WWW.CK-ARCH.COM
AA C001629

DATE: 1/9/2026 10:01:44 PM, USER: JORDAN REINIGER, PLOTSCALE: 1:1 FILE PATH:P:\2025\JAH MAGNOLIA PARKING GARAGE\BASE\25124_XREF_1800.DWG

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AAC001629

January 8, 2026

Whitehead Construction
Ryan Whitehead
601 6th St. SW
Winter Haven, FL 33880

RE: WH Magnolia Garage_A141 GMP Exhibit
C&K Project #25053

Dear Ryan:

The Magnolia Parking Garage will be located at the Northeast corner 3rd Steet SW and Ave C SW. The overall building will be approximately 216'-4" long by 131'-4" wide with a footprint of approximately 28,488 sf. Access from the West and South side of the structure will be connected to the existing city sidewalks. Vehicle entry will be from the Ave C side; no other vehicle access will be provided. The site is currently included in the Downtown Core and City of Winter Haven stormwater system.

The open-air garage will be a 4-story pre-cast concrete structure with stalls for 292 total vehicles. The stalls will include 214 (20'-0"x 9'-0) standard and 71 (18'-0" x 9'-0) standard stalls and 7 handicapped (18'-0" x12'-0" stalls with shared 5'-0' access aisles). 4 stalls will be designated for EV vehicles with charging stations. Vehicle drive aisles will be 24'-0" minimum. The garage will have two stair towers, one serving 3 and the other serving 4 floors. Entry for both stair towers will be on the ground floor and serve all the floors above. A single, 2,500 lb. elevator serving 3 floors will be included. The floor-to-floor height from the 1st to the 2nd floor will vary from 11'-4" on the west end to 13'-4" on the east end. The floor-to-floor height on the 2nd and 3rd floors will be 10'-6" throughout.

The garage will have surface mounted LED lighting throughout all floors and pole mounted lights on the top floor. The lighting will be on motion sensors and a time clock to reduce energy usage while providing for security. Egress signs and emergency lights will be battery powered, LED type. The stair towers will have a standpipe.

The exterior finish of the building will be a text-cot painted finish with cornice work at the top of the pre-cast panels. 10 openings along the ground floor will include painted metal frame to mimic windows with no glazing. Eight upper floors will have painted metal frames along 3rd street and at the corner with Avenue C. The remaining opening will not include frames. The ground floor will include various canopies and brick work. The interior side of the panels will be exposed concrete.

The structure will be designed to meet the 8th Edition Florida Building Code (2023) and 8th Edition FFPC (2023).

Thank you,

John N. Like, Senior Manager
C&K Architects | Interiors, Inc.

architect@ck-arch.com
www.ck-arch.com
4221 W Boy Scout Blvd, Suite 150
Tampa, FL 33607-5743
813.884.2000
280 West Central Avenue
Winter Haven, FL 33880-2957
863.577.2054

January 12, 2026

Six/Ten LLC
Attn: Mr. Joe Bogdahn
56 4th Street NW, Ste. 200
Winter Haven, FL 33881

RE: The Exchange at Magnolia Parking Garage (Revised) (WC# 7240)

Dear Mr. Bogdahn,

Whitehead Construction is pleased to provide the following budget proposal to construct the new Exchange at Magnolia Parking Garage. This budget is based on the CK Architects Concept 06.2 renderings with 292 spaces, Metromont's concept design drawings dated 9/18/2025, and the following scope of work.

General Conditions

- General Liability /Workers' Compensation Insurance
- Supervision
- Project Management
- Temporary facilities and utilities
- Temporary fencing, MOT, barricades
- Surveys
- Performance and Payment Bond

Sitework

- **$375,000.00 Allowance**
- Including: Site demolition, building pad/compaction, utilities, drainage, perimeter sidewalk repairs, repair to east parking lot, roadway paving (if required)

Concrete

- Garage foundations per TRC preliminary foundation design
- Install stone columns to improve the bearing capacity to 6,000 PSF. $250,000 allowance
- 6" thick slab on grade
- Wash pours around perimeter decks

Precast Structure

- Prepare engineering calculations and shop drawings for, fabricate, transport, and erect the precast/prestressed concrete materials to construct the new 292-space parking garage. This revised design incorporates the wall panels as shown on the CK 06.2 rendering
- Provide 1,059 sf of thin brick cast into wall panels as shown

- Provide 2,439 sf of form liner to resemble board formed tie holes in precast walls
- Provide 6 pieces of precast accent panels shown on the southwest corner
- Paint all parking stalls, handicap signs/striping, directional arrows, place and glue (292) 6' concrete car stops
- Based on 40 PSF live load and 5 PSF dead load, per code

Metal Framing

- 18ga metal framing and 5/8" densglass sheathing to create the feature on the southwest corner of the garage
- Install framing and densglass as shown along the north wall to infill windows along the ramp

Metals

- Barrier cable system at ramp metrowalls along the north, south, and east elevations
- Fabricate and install (16) sets of 1-1/2" pipe rails with ¾" pickets for the stair handrails
- Provide and install 20 1-1/2" x 1-1/2" aluminum window frames with satin finish

Roofing

- Install 1" ISO insulation with fully adhered 60 mil TPO roofing over (2) stairwells and elevator, includes all metal flashings as required

Doors/Hardware

- Provide and install (7) hollow metal doors, frames, and hardware at enclosed stairwells and elevator room

EIFS

- Install decorative EIFS cornice trim along the top of the garage, trim at color/brick change, foam shutters, and EIFS over densglass on the southwest corner framing and on the north window infills along the ramps

Painting/Caulking

- (1) coat of primer
- Exterior Tex-Cote finish
- Spot prime and (2) coats of DTM to handrails
- (2) coats of finish paint to the exterior of garage
- Elevator pit waterproofing
- Urethane caulking at precast to precast joints and precast to CIP wash pour strip joints, over CIP control joints, and over the field topped double tees at the speed ramp

Specialties

- (15) Fire extinguishers
- Fabricate and install 8 aluminum canopies with diagonal bracing above, pan roofs with 6" gutter/fascia profile
- Fabricate and install 7 awnings with aluminum frames and canvas covers

Elevator

- (1) TKE Passenger Endura A Elevator

- 2500# capacity
- Powder coated wall finish
- Ceramic tile flooring
- Mini-split HVAC system in elevator room

Fire Sprinkler

- (2) 4” stand systems pipe with 2 1/2” fire hose valves on each landing

Plumbing

- (6) Area drains
- (3) Wall hydrants
- Elevator oil and water separator
- Sch. 40 PVC sewer and 1” CPVC water lines

Electrical

- Electrical service
- Interior LED lighting

Excluded:

Permit/Impact fees, Civil Engineering, Builder’s Risk Insurance, utility connection fees, building signage, payment systems, car charging systems, landscaping, irrigation, sod, fire sprinkler system, TECO fees, soil/ material testing, Geo-tech report, fencing, lightning protection

Thank you for the opportunity to provide you with this budget proposal. Please feel free to contact me at 863-293-6473, should you have any questions.

Kindest regards,



E. Ryan Whitehead
President

TRC Worldwide Engineering
11926 Fairway Lakes Drive
Fort Myers, FL 33913
Phone: (239) 939-1414 F: (239) 278-4289
www.trcww.com C.O.A. No. 35826

WORLDWIDE ENGINEERING

STRUCTURAL NARRATIVE
MAGNOLIA PARKING GARAGE

1.0 EXECUTIVE SUMMARY

The proposed Magnolia Parking Garage is a four-story, open parking structure utilizing a precast concrete structural system. The building has an approximate footprint of 28,000 square feet and is located at the northeast corner of 3rd Street SW and Avenue C SW in Winter Haven, Polk County, Florida.

The precast structural system and foundation system will be designed in accordance with the 2023 Florida Building Code (FBC), 8th Edition, and applicable referenced standards. The building will be designed to resist gravity, wind uplift, and lateral loads based on site-specific criteria, including an ultimate wind speed of 140 mph for a Risk Category II structure.

2.0 STRUCTURAL DESIGN PARAMETERS

2.1 Building Code

The structural design for this project is governed by the 2023 version of the Florida Building code, 8th edition (FBC). FBC referenced standard, the American Society of Civil Engineering (ASCE 7-22) Minimum Design Loads and Associated Criteria for Building and Other Structures, provides guidance for the design criteria and loadings in conjunction with the FBC.

2.2 Wind Load Requirements for Building

Wind load design parameters are in accordance with ASCE 7-22, utilizing site-specific data obtained from the ASCE Hazard Tool. The following wind parameters are used for the design of the foundations:

- Ultimate Wind Speed, Vult: 140 mph
- Risk Category: II
- Exposure Category: C
- Topographic Factor, Kzt: 1.0 (assumed flat terrain)
- Wind Directionality Factor, Kd: 0.85

All foundations, including those supporting lateral force-resisting elements, are designed to resist applicable wind-induced uplift, overturning, and lateral forces using code-prescribed load combinations.

2.3 Rain Loads

The design of the roof structural system, including consideration of rain loads and ponding effects, will be considered in the design.

In accordance with ASCE 7-22, roof members shall be designed to resist rain loads corresponding to the 100-year, 1-hour rainfall event, assuming blockage of the primary drainage system. Based on data from the ASCE Hazard Tool, the site rainfall intensities are as follows:

- 15-minute rainfall intensity: 7.25 in/hr
- 60-minute rainfall intensity: 3.82 in/hr

A minimum roof live load of 20 psf, in addition to ponding water loads, will be considered. The primary and secondary roof drainage systems shall be designed to prevent water accumulation exceeding approximately 3.75 inches, equivalent to 20 psf, at any location.

2.4 Seismic and Snow loads

The FBC Section 101.2 states that "code requirements that address snow loads and earthquake protection shall not be utilized or enforced." Therefore, the design of this building does not consider snow or seismic effects.

2.5 Gravity loads

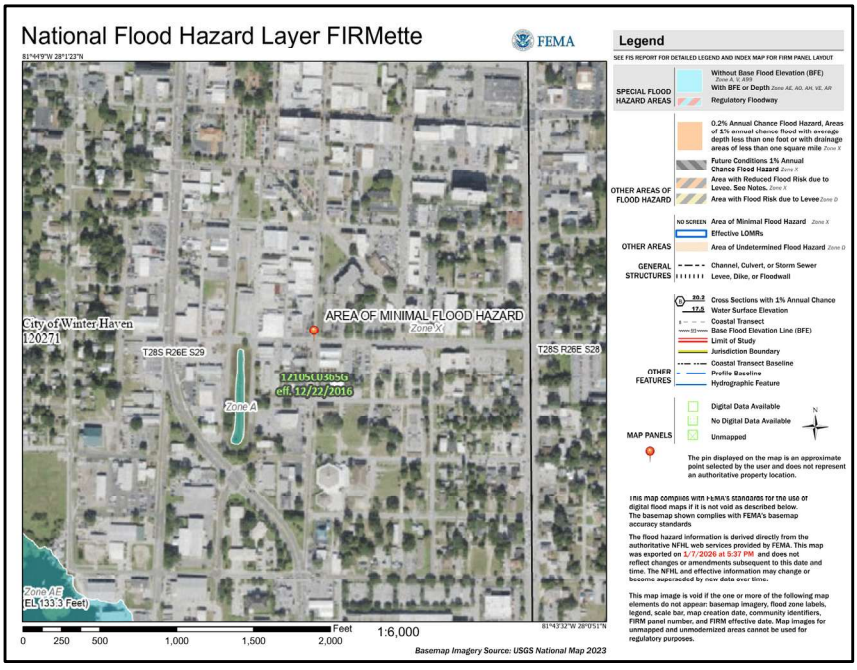
The following gravity loads will be used for design:

- Superimposed Dead Load: 5 psf
- Live Load: 40 psf (parking garages for passenger vehicles, per FBC)

Wind uplift forces are considered in foundation design; however, they are not anticipated to govern over minimum gravity load requirements.

2.6 Flood Loads

Based on the applicable FEMA Flood Insurance Rate Map (FIRM), Map No. 12105C0365G, effective December 12, 2016, the project site is located in an area of minimal flood hazard. Finished floor elevations shall be established by the civil engineer and coordinated to remain above site drainage grades in accordance with local jurisdictional requirements.



3.0 STRUCTURAL SYSTEMS

3.1 Foundation system

A project-specific Geotechnical Report was provided for this site. The report is prepared for Six/Ten, LLC, entitled "Geotechnical Exploration: 250 Magnolia Parking Garage", report no. 2161324, and dated December 29, 2025. Foundation design will be performed in accordance with the

recommendations of this geotechnical report and coordinated to address bearing capacity, settlement, and site soil conditions. The Contractor shall include costs associated with the recommendations presented in the geotechnical report.

Based on the anticipated building loads and site constraints, a shallow foundation system supported by ground improvement using vibro-replacement (stone columns) is anticipated to be feasible based upon the Geotechnical Report. An allowable bearing pressure of 6,000 psf is assumed for foundation design, subject to confirmation by the geotechnical specialty contractor. This foundation approach is expected to provide constructible and cost-effective footing sizes while minimizing total and differential settlement. Please note that per geotechnical report, testing is required to confirm the capacity of the soil improvements and additional site compaction is required.

In addition to the footings, there will be reinforced concrete walls around the elevator pits and retaining walls at the ramps of the parking garage from grade to the first elevated precast floor element.

3.2 Superstructure Framing:

The building superstructure will consist of a precast concrete structural system, including but not limited to precast walls, shear walls, columns, wall columns, spandrels, L-beams, inverted tee beams, double-tee floor systems (field-topped and/or plant-topped), flat slab elements at stair and elevator tower roofs, and precast stair and landing components.

All superstructure structural elements, connections, lateral force-resisting systems, and roof framing will be designed and detailed in accordance with the 2023 Florida Building Code, applicable referenced standards, and project design criteria.

END OF STRUCTURAL NARRATIVE

METROMONT™

Precast Concrete Narrative

- **Precast System:** The total precast garage is 4 stories (3 elevated levels) with both bays ramping. The exterior of the garage will be precast wall panels with punched openings. The structural system will be made up of precast walls, wall columns, columns, spandrels, ell beams, and inverted tee beams; shear walls and Metrowalls for lateral stability; field topped and factory topped double tee floors; flat slabs at the stair/elevator tower roofs; and stairs/landings in the stair towers. The precast will have a standard gray cement mix with local normal weight aggregates. The exterior face of the exterior precast walls will have a combination of a smooth form finish that is painted, integral thin-set modular size brick, ½" deep reveals, and form liner to resemble board formed tie holes. The precast will be produced and erected per PCI-MNL-116. The precast is to be designed per the 2023 FBC with a parking live load of 40 PSF and dead load of 5 PSF. The construction type for the garage is Type IIB.

- **Precast Caulking Scope:** Silicone caulking to be provided at precast to precast joints, precast to CIP wash pour strip joints, and over CIP control joints over the field topped double tees at the speed ramp. Dowsil 888 for all horizontal joints and Dowsil 790 for the vertical joints.

- **Barrier Cable Scope**: Barrier cable to be provided along the ramp Metrowalls and at the exterior openings at the north, south, and east elevations.

- **CIP Wash/Topping Scope:** CIP topping to be provided over the stair landings and over the field topped double tees at the speed ramp and CIP wash pour strips to be provided along the perimeter of the garage, along the shear walls, along the Metrowalls, along the inverted tee beams, and along the stair/elevator towers.

EXHIBIT “B”

COMPREHENSIVE AGREEMENT BETWEEN CITY OF WINTER HAVEN, FLORIDA, URBAN ACTION, LLC AND SIX/TEN, LLC

MARCH 3, 2026 LETTER FROM GEORGE KEVIN FOSTER TO CARL J. STRANG, III WITH ATTACHMENT

CES
CREATIVE ENVIRONMENTAL SOLUTIONS
GEOLOGISTS | ENGINEERS | ENVIRONMENTAL SCIENTISTS
700 DESOTO AVENUE, BROOKSVILLE, FL 34601
(352) 796-3374

March 3, 2026

Carl "Bud" J. Strang, III
Chief Executive Officer
Six/Ten, LLC

Re: Reliance on State-Funding for Cleanup
Former Citrus Growers Oil Company Filling Station
240 3rd Street SW, Winter Haven, Florida 33883
FAC ID 9818412

Dear Mr. Strang:

This site was occupied by Citrus Grower's Shell at least by the 1940s and maybe earlier until the 1950s, and then by Gibby's Shell in the 1960s. The petroleum storage system (tanks, lines and dispensers) was removed decades ago. Contamination from the storage system was discovered in 2020 during due diligence.

Creative Environmental Solutions, Inc. (CES) assisted you in applying for coverage under the Abandoned Tanks Restoration Program (ATRP). Your ATRP eligibility order issued by the Florida Department of Environmental Protection (FDEP) is attached. The ATRP provides funding for 100% of the cost of assessment and remediation of petroleum contamination associated with eligible petroleum storage systems. Deductibles and co-pays are not required, and there is no funding cap.

The site assessment is nearly complete. The water table varies in depth from about 12 to 20 feet below grade, depending on the season. A small (20 ft x 100 ft) groundwater plume is located on the south end of the site. Within the groundwater plume is a much smaller area (10 ft x 50 ft) of impacted soil, situated at and just above the water table. The contamination is fully within the site boundaries.

The soil and groundwater contamination on this site will not slow or hinder the construction of a parking garage. This is because dewatering will not be necessary and because excavation for footers will not be nearly deep enough to reach the contamination.

The ATRP funding "runs with the land", meaning future owners of the site can rely on the funding to continue the cleanup. The site would be a good candidate for closure using Risk Management Option II (RMO II), which is an alternative to cleanup. Under RMO II, the contamination is left in place. Exposure to the contaminated soil is prevented by capping it with a building or pavement, which is already planned. Exposure to the groundwater is prevented by banning the installation of potable wells, which are not needed because the site is served by municipal water. The use of RMO II would allow the project to be wrapped up in 2026 and avoid post-construction aggravation associated with normal cleanup activities.

Please contact me with any questions or comments.

Sincerely,



George K. Foster, P.G.
President

ATTACHMENT

Tel: 352.796.3374 ● Fax: 352.796.2449
info@creativeenvironmental.com

ATRP Eligibility Order

FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

March 10, 2021

Sent via email only to addressee at Jeff@tomwolfco.com

Mr. Jeffery Donalson
Magnolia Building LLC
2411 Berkshire Drive
Winter Haven, Florida 33884

RE: Former Citrus Growers Oil Company Filling Station – 240 3rd Street SW, Winter Haven, FL
Incident Reporting Date: September 1, 2020 - DEP Facility #539818412
Total Deductible: $0.00

Dear Mr. Donalson:

In accordance with Section 376.305(6), Florida Statutes (F.S.), the Department has completed its review of documentation submitted for eligibility under the Abandoned Tank Restoration Program (ATRP). The Department has determined that the contamination related to the storage of petroleum products as defined in Section 376.301(33), Florida Statutes (F.S.), for properly closed or removed petroleum storage systems at the above referenced location is **eligible** for state funded remediation assistance. Any storage tank system that has not been properly closed or removed as of the date of this Order and the contamination associated with those storage tanks are not included in this Order. Future state assisted rehabilitation will be dictated by the site's priority ranking score. The Department will notify you regarding the start of site assessment and remediation at a later date. The Department will not compensate anyone for work conducted prior to Department notification or work that is not performed in compliance with the Departments rules and procedures.

This Order only applies to ATRP eligibility and does not apply in any way to any storage tank regulation or compliance matters, including any discharges not addressed herein. You continue to be responsible for compliance with all environmental regulations and will be subject to enforcement should you fail to comply with any environmental regulations.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing filed by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the

decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING
Executed in Tallahassee, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Natasha Lampkin
Program Administrator
Petroleum Restoration Program

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Mr. Jeffery Donalson – Magnolia Building LLC – Jeff@tomwolfco.com
Yanisa Angulo – FDEP Southwest Florida District Office – Yanisa.Angulo@dep.state.fl.us
Ralph Meder – Polk County Local Program Office – ralph.meder@flhealth.gov
Steve Jarrett – Polk County Local Program Office – Steven.Jarrett@flhealth.gov
James D. Stump – A-C-T Environmental & Infrastructure, Inc. – Jstump@A-C-T.com
Lewis J. Cornman, Jr. – FDEP/PRP/FMP – lewis.cornman@dep.state.fl.us

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

_____ _____
Clerk **Date**

DATE: May 15, 2026

TO: Honorable Mayor and City Commissioners

VIA: T. Michael Stavres, City Manager

FROM: M.J. Carnevale, Deputy City Manager

SUBJECT: Task Order with Kimley Horn for Magnolia Parking Garage Owners Representative and Technical Advisor Services

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BACKGROUND

On October 13, 2025 the City received an unsolicited proposal (Proposal) from Six/Ten, LLC pursuant to Section 255.065 of the Florida Statutes (P3 Act) to construct and sell a new 292-space parking facility on property owned by Urban Action, LLC, generally located at the northeast corner of Avenue C SW and 3rd Street SW.

Pursuant to Florida Statutes the City Commission convened two duly noticed public meetings. On November 24, 2025 the Proposal was presented and affected public entities and members of the public were able to provide comment. On December 8, 2025 the City Commission adopted Resolution R-25-58, making the determination that the Proposal serves a public purpose, using all five statutorily defined factors for determining such, and is a "qualifying project" pursuant to the P3 Act, Section 255.065(1)(i)1 Florida Statutes, and declaring its intent to enter into a Comprehensive Agreement to address the development and purchase of a proposed new 292-space parking facility. A Notice of Unsolicited Proposal and Report of Public Interest Determination was published in the Florida Administrative Register for at least 7 days as required by Section 255.065 (3)(d) of the Florida Statutes.

The proposed Comprehensive Agreement between the City, Six/Ten, LLC, and Urban Action, LLC is on the May 26, 2026 agenda for City consideration. The Agreement defines the terms, duties, rights, and responsibilities of the parties pursuant to permitting, construction, sale, and purchase of a new 292-space parking facility for public use as a City of Winter Haven capital asset.

Pursuant to the Comprehensive Agreement, Six/Ten, LLC shall be responsible for the design, permitting, and construction of the parking facility, as a design/build project. Six/Ten, LLC has retained Whitehead, a design-builder, that is experienced in the design and construction of multi-level parking facilities. The City's representatives shall evaluate and review interim designs, plans, and permitting documents and upon permitting of the final design, Six/Ten, LLC shall construct the parking facility and cause the final building to be delivered to the City at the Guaranteed Maximum Price of $10,217,496 (the Purchase

Price). In addition, Urban Action, LLC, the owner of the land on which the parking facility is proposed to be constructed, will convey the land to the City once the parking facility building is complete and the Purchase Price is paid.

The City has worked with Kimley Horn to develop a Task Order via RFQ-20-01 to provide services as the City's representative noted above. Which generally include

- Independent professional review of design documents
- Advisory support during permitting
- Construction phase advisory services and limited observation
- Cost, schedule, and value engineering advisory input
- Assistance with project close-out documentation.

This includes analysis of environmental site condition assessments, and a report including recommendations to address any environmental contamination concerns. Any services required and not specifically provided for in the Task Order will be billed as additional services and performed at their hourly rates.

FINANCIAL IMPACT

Kimley Horn will perform this work for a Lump Sum fee of $285,000 to be paid from Transportation Fund savings from Logistics Parkway / Pollard Road improvement project.

STRATEGIC PLAN ALIGNMENT

The construction of a structured parking facility is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government, Infrastructure, and Economic Development Strategic Pillars. Additionally, it is consistent with the findings and recommendations of the Downtown Strategic and Mobility Master Plan completed in 2022. Further in November 2025 after receipt of the unsolicited proposal, the City obtained an Independent Analysis of the unsolicited proposal from Walker Consultants which evaluated the cost-effectiveness of the proposed parking garage relative to current Florida Market conditions, the overall public benefit in the context of the Walker prepared Downtown Strategic and Mobility Master Plan completed in 2022, and area infrastructure compatibility. Based on the independent analysis, Walker Consultants concluded that the proposed parking garage submitted in the unsolicited proposal to the City demonstrated both cost-effectiveness and overall public benefit pursuant to Section 255.065 (5)(d) of the Florida Statutes.

RECOMMENDATION

Staff recommends the City Commission approve the Task Order with Kimley Horn and authorize the City Manager or his designee to execute the Task Order with Kimley Horn and take any and all necessary actions related thereto.

ATTACHMENT

- Task Order with Kimley Horn for Magnolia Parking Garage

CONSULTING ENGINEERING AGREEMENT FOR:
Magnolia Parking Garage – Owner's Representative and Technical Advisor

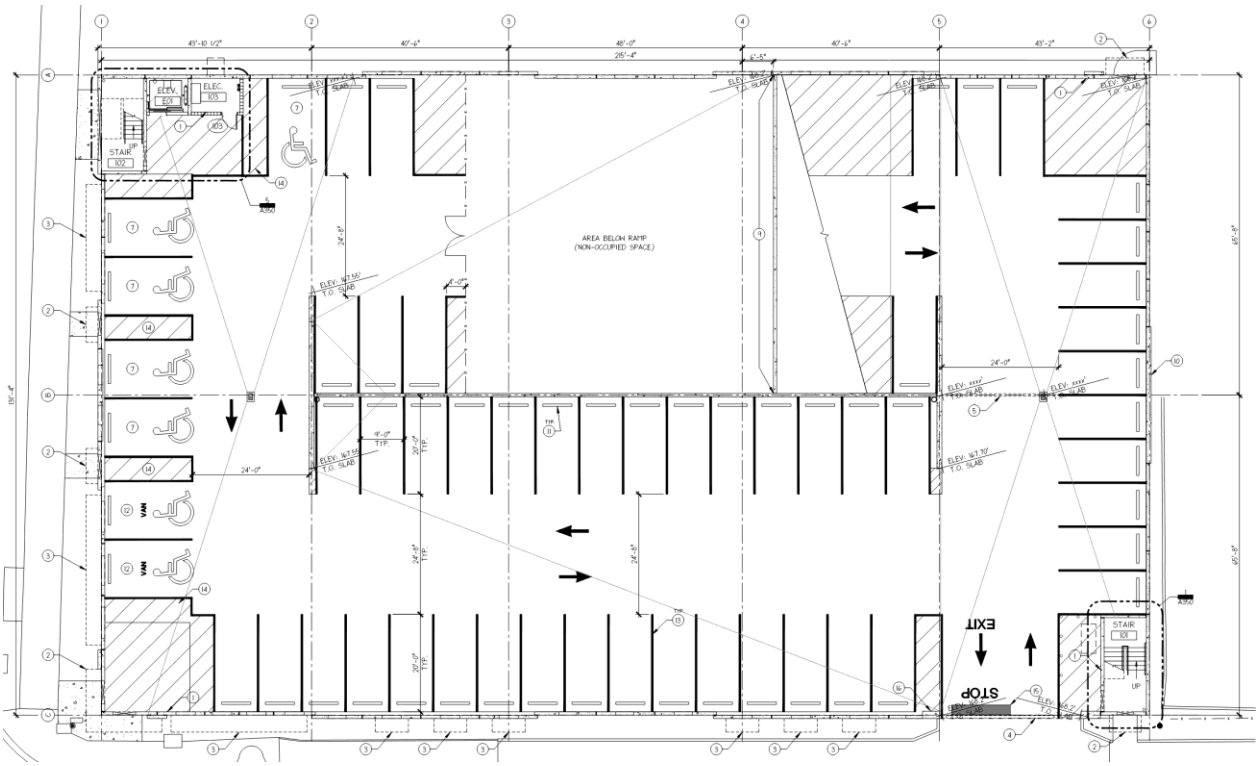
PURPOSE

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this scope of services to the City of Winter Haven ("the Client" or "the City") in accordance with the terms and conditions of RFQ #20-01 Pursuant to Master Continuing Professional Services Agreement dated March 20, 2020 as set forth herein for Engineering Services for the Magnolia Parking Garage. Our project understanding, scope of services, and fees are described below.

PROJECT UNDERSTANDING

The City of Winter Haven ("City") intends to develop a new public parking garage consisting of approximately 292 parking spaces utilizing a Public-Private Partnership (P3) delivery method pursuant to Florida Statute §255.065. The project is anticipated to include a precast concrete parking structure, delivered by a private Design-Builder under a Comprehensive Agreement with the City.

The City intends to retain the Consultant to serve as the City's Owner's Representative and Independent Technical Advisor, providing professional review, evaluation, and advisory services throughout the design, permitting, and construction of the Project to assist the City in fulfilling its statutory responsibilities, including design approvals and oversight consistent with F.S. 255.065.



Magnolia Parking Garage - Floor Plan Level 1

ROLE OF THE CONSULTANT

The Consultant shall act on behalf of the City in a limited advisory capacity and shall provide independent, multi-disciplinary professional review and coordination services. The Consultant's role is to support City decision-making and approvals; all responsibility for design, permitting, construction means and methods, sequencing, safety, and compliance remains with the Design-Builder and its consultants.

The Consultant **shall not** act as:

- Engineer or Architect of Record
- Design professional responsible for preparing construction documents
- Construction manager, contractor, or inspector
- Special Inspector or Threshold Inspector

SCOPE OF SERVICES

The Consultant's services shall generally include:

- Independent professional review of design documents
- Advisory support during permitting
- Construction phase advisory services and limited observation
- Cost, schedule, and value-engineering advisory input
- Assistance with project close-out documentation

Services shall be limited to public parking garage and public circulation areas unless otherwise authorized in writing by the City.

TASK 1 – DESIGN PHASE REVIEW & ADVISORY SERVICES

1.1 Design Review Milestones

Design reviews are anticipated at the following milestones, or equivalent stages as defined by the Design-Builder:

- Approximately 30% Design
- Approximately 60% Design
- Approximately 90% / Issue-for-Construction (IFC)

1.2 Basis of Design Review

The Consultant's design reviews shall evaluate general conformance with:

- City of Winter Haven standards and criteria
- Applicable codes and regulations
- Industry-recognized best practices
- Parking-specific durability standards, including "ACI 362.1R – Guide for the Design and Construction of Durable Concrete Parking Structures", or equivalent standards

Design reviews are limited evaluations intended to provide the City with a greater degree of confidence that the documents have been prepared in accordance with applicable professional standards of care.

1.3 Discipline-Specific Review

Architectural & Parking Functionality

- Vehicular circulation and access points
- Parking stall, aisle, and ramp geometrics
- Accessible parking compliance
- Wayfinding and signage concepts
- Stair and elevator cores serving public parking areas
- Public safety and CPTED considerations
- Relationship of architectural features to public spaces

Structural Engineering

- Structural system concepts and load paths
- Precast framing approach and structural robustness
- Compliance with FBC and applicable structural standards
- Structural durability and corrosion-protection concepts
- Review of delegated design criteria (without assuming delegated design responsibility)

Civil Engineering

- Site access and circulation
- Grading and drainage concepts
- Stormwater management approach
- Utility coordination affecting the garage
- Pavement sections and constructability considerations

Mechanical, Electrical, and Plumbing (MEP)

- Lighting systems and illumination concepts
- Ventilation approach (natural vs. mechanical)
- Electrical service and emergency systems
- Drainage and trench drain coordination
- Fire/life safety system interfaces

Traffic & Parking Operations

- Ingress/egress operations
- Internal vehicular and pedestrian circulation

- Parking layout efficiency and functionality

1.4 Design Coordination & Meetings

- Provide limited advisory input on value engineering proposals prepared by the Design-Builder, if requested by the City
- Advisory input shall focus on functionality, durability, constructability, and public interest considerations
- The Consultant shall not prepare redesigns or detailed cost estimates unless authorized as an Additional Service

1.5 Design Coordination & Meetings

The Consultant shall participate in the following meetings at the City's request:

- Up to six (6) in-person meetings
- Up to thirty (30) virtual meetings

Meetings may be utilized in any manner the City determines will benefit the Project. Meetings beyond these limits are considered Additional Services.

1.6 Responses and Clarifications

The Consultant shall respond to normal and customary questions or comments from the City related to parking, structural, and operational design objectives.

TASK 2 – PERMITTING SUPPORT & ADVISORY SERVICES

- The Consultant shall review Authority Having Jurisdiction (AHJ) plan review and building permit comments affecting the public parking garage.
- The Consultant shall provide advisory markups or written comments on documents supplied by the City or Design-Builder.
- The Consultant shall assist the City in understanding potential impacts of permit comments on scope, cost, schedule, or City standards.

The Consultant shall not serve as permit expeditor or respond directly to the AHJ unless authorized in writing by the City. Permit applications and submissions shall remain the responsibility of the Design-Builder.

TASK 3 – CONSTRUCTION PHASE ADVISORY SERVICES

3.1 Construction Meetings

- Participate in one (1) construction kickoff meeting
- Participate in periodic construction progress meetings as requested by the City
- Prepare brief meeting summaries for meetings attended by the Consultant

3.2 Schedule & Phasing Review

- Review construction schedules and phasing plans prepared by others
- Focus review on impacts to public access, circulation, and parking operations

3.3 Review of Third-Party Inspection Reports

- Review periodic reports prepared by third-party inspectors (including building inspectors and special inspectors) for informational purposes only
- Identify potential inconsistencies between reported observations and the approved IFC documents
- Advise the City of observed concerns

3.4 Compliance Tracking Checklist

- Prepare and maintain a high-level compliance tracking checklist for public parking garage elements
- Identify which items are under third-party inspector responsibility versus Consultant advisory review
- Update checklist periodically and provide to the City

3.5 Site Visits & Observation

- Perform up to **six (6) periodic site visits** during construction
- Site visits are for general observation of public parking garage elements only
- Following each visit, provide a written observation report with photographs

The Consultant shall have no responsibility for construction means, methods, safety programs, sequencing, or contractor performance and shall have no authority to direct or stop the work.

TASK 4 – PROJECT CLOSE-OUT SUPPORT

- Perform one (1) punch list site visit limited to public parking garage items and prepare a written punch list report
- Assist the City with review of record drawings and close-out documentation related to the public parking garage

TASK 5 – ENVIRONMENTAL CONTAMINATION CONSULTATION & MEETINGS

Project Understanding

The site is located in a commercial area in Winter Haven, Florida. The site is bordered to the south and west by Ave C SW and 3rd St SW, to the North by a commercial property and to the east by a parking lot and commercial properties. The site was enrolled in the Abandoned Tank Restoration Program (ATRP) in March 2021 based upon known soil and groundwater contamination. Underground storage tanks (USTs) and dispenser islands were located on the subject property where the parking garage is planned. Site assessment activities in accordance with Chapter 62-780, Florida Administrative Code, are on-going under the Petroleum Restoration Program (PRP) to delineate the groundwater contamination. The soil contaminant plume was defined on the site at approximately 9 to 13 feet below land surface. A parking garage structure is planned for the site. Construction activities may involve soil disturbance and dewatering in potentially contaminated areas. In addition, planned construction activities may impact current plans for additional site assessment and remedial action as part of the Petroleum Restoration Program.

Scope of Work

Kimley-Horn will provide the services specifically set forth below.

- Kimely-Horn proposes to include up to thirty (30) hours for the Senior Professional to provide environmental contamination consultative services in support of the Winter Haven Magnolia Garage Project. This effort includes meetings and coordination with the Client, the City of Winter Haven, and/or regulatory agencies.
- Kimley-Horn will conduct a desktop review of readily available online GIS databases to identify existing facilities on the property and will review the database documentation related to contamination concerns, site assessment and remedial actions taken to date, and assess potential environmental contamination impacts to construction. Readily available information from the FDEP Map Direct and OCULUS databases, U.S. Environmental Protection Agency (EPA) Enforcement and Compliance History Online (ECHO), and EPA NEPAssist databases will be reviewed.
- Kimley-Horn will conduct a site reconnaissance to observe the site conditions and operations and identify potential concerns related to environmental contamination, such as existing monitoring wells and remediation systems or activities. The site reconnaissance will be non-invasive: Kimley-Horn will not collect or analyze any samples.
- Kimley-Horn will engage in a high-level conversation with FDEP and the PRP Site Manager to discuss site assessment activities to date, further site assessment activities planned, and proposed remedial actions and site closure options. Kimley-Horn will discuss alternative options related to the site with the construction of the parking garage and potential changes to the proposed path to closure. In addition, Kimley-Horn will review environmental contamination concerns that need to be addressed during construction.
- Kimley-Horn will prepare a letter report summarizing discussions with FDEP and provide recommendations to address environmental contamination concerns related to the Winter Haven Magnolia Garage Project.

LIMITATIONS OF SERVICES & STANDARD OF CARE

The Consultant's services constitute a limited professional evaluation and may not disclose all errors, omissions, or defects that may exist in the design or construction work.

By providing these services:

- The Consultant does not assume responsibility for the content, accuracy, or completeness of documents prepared by others.
- The Consultant does not guarantee contractor performance or compliance.
- The Consultant's services are provided consistent with the professional standard of care ordinarily exercised by similar professionals under similar circumstances.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Services which Kimley-Horn may provide but have been specifically excluded from this scope of services agreement are:

- Design services including Engineering or architectural services as Engineer / Architect of Record
- Construction management or supervision
- Cost estimating and GMP preparation
- Threshold and special inspections: Threshold inspections and special inspections required by the Florida Building Code and Chapter 553, Florida Statutes, are expressly excluded from this Scope of Services.
    - Such inspections shall be performed by qualified Special Inspectors retained separately by the City or the Design Builder, as required by the AHJ.
    - The Consultant shall not provide inspection certifications or regulatory sign offs.
    - Review of inspection reports by the Consultant is advisory only and does not replace statutory inspection requirements.
- Site Assessment (Soil & Groundwater Sampling)
- Soil Management Plan Preparation
- Soil Management Plan Oversight & Monitoring
- Source Removal Plan Preparation
- Source Removal & Reporting
- Dewatering Treatment Consultation
- Declaration of Restrictive Covenant (DRC) Assistance
- Engineering Control Maintenance Plan Preparation
- Engineering Control Verification Sampling and Analysis

INFORMATION PROVIDED BY CLIENT, CONSULTANTS AND CONTRACTORS

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants, contractors or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following, if available:

- Executed Comprehensive Agreement with the Private Entity / Design-Builder
- City design standards, typical details, and preferred criteria (if any)
- Target performance requirements (service life expectations)
- Budget targets or constraints (if available to the City)
- Desired project schedule and key City milestones
- Any required public amenities or City-specific features
- Authority Having Jurisdiction(s) list
- City role in permit reviews under the P3 agreement
- Known zoning, comp plan, or land-use constraints
- Any pre-application feedback received from AHJ
- Design narratives and calculations for each submittal stage (30 / 60 / 90 / IFC)
- Plans and specifications for:
    - Architecture
    - Structural
    - Civil
    - MEP
    - Traffic / parking
- Delegated design criteria packages, including:
    - Precast concrete systems

    - Connections
    - Specialty components
- Prime architect / engineer contacts
- List of all subconsultants and delegated designers
- Confirmation of Special Inspector / Threshold Inspector (if known)
- Basis of design for precast system
- Cost estimates at each design milestone
- Identification of assumptions, allowances, and exclusions
- Construction schedule and phasing plans
- Value engineering proposals (if any)
- Permit submission matrix
- AHJ comment responses (as issued)
- Coordination drawings addressing permit comments
- Final construction schedule
- Erection and sequencing plans (precast)
- Public access and safety plans
- Approved submittals and shop drawings
- Structural precast shop drawings
- Special inspection plan
- Threshold inspection plan (if applicable)
- Monthly special inspection reports
- Building inspector observation reports
- Material testing reports (concrete, grout, coatings)
- Updated schedules
- Monthly progress or observation reports
- Photographic documentation
- RFIs affecting public garage components
- Inspector qualifications and certifications
- Approved inspection scope and checklist
- Periodic inspection reports
- Non-conformance notices related to structural or durability items
- Final compliance letters or certifications (for City record)
- Maintenance manuals (if applicable)
- Warranty documentation affecting public garage areas
- Access to the site

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet a mutually agreed upon schedule for the various elements of the Project.

FEE

Kimley-Horn will perform the services described in Task 1 to Task 5 of the Scope of Services for the Lump Sum fees of **$285,000**.

All permitting, application, and similar project fees will be paid directly by the City. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed, and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice. If additional efforts become necessary during the performance of the assignment, the ENGINEER will immediately advise the CITY of any budget revisions.

ACCEPTED

CITY OF WINTER HAVEN **POLK COUNTY, FLORIDA**	**KIMLEY-HORN AND ASSOCIATES, INC.**
BY:_____	BY: Gary J Nadeau Gary Nadeau, P.E.
	Digitally signed by Gary J Nadeau DN: CN=Gary J Nadeau, dnQualifier=A01410D000001971 36AF0130004396E, O=KIMLEY-HORN AND ASSOCIATES INC, C=US Date: 2026.05.04 10:39:39-04'00'
TITLE:_____	TITLE: Principal
DATE:_____	DATE: May 4, 2026