WINTER HAVEN
THE CHAIN OF LAKES CITY

# CITY COMMISSION MEETING

**DATE:** Monday, October 26, 2026, 6:00 p.m.

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

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

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

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

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

**5. PRESENTATIONS**

**5.A** **"First Missionary Baptist Church 145th Church Anniversary" Proclamation - Pastor/Commissioner Clifton E. Dollison; Reverend Abdul Al-khatib, Youth Minister; Deacon Willis Bradley, Chairman of the Deacons and Laura Robinson, Church Clerk**

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

Proclamation

**5.B** **Presentation of Florida Association of City Clerks (FACC) Florida Certified Professional Clerk (FCPC) Designation Certificate and Pin to City Clerk Vanessa Castillo - Dawn Wright, FACC President-Elect and City of Eagle Lake City Clerk**

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

**5.C** **CityU Class Five Graduation**

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

**5.D** **East Winter Haven Aquifer Recharge and Wetlands Restoration Project, Design Phase Update**

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

**6. DEVELOPMENTS OF NOTE**

**7. MINUTES**

**7.A** **September 9, 2026, City Commission Agenda Review Session Minutes**

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

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

**7.B** **September 15, 2026, Regular City Commission Meeting Minutes**

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

2026-09-15 DRAFT Regular City Commission Meeting Minutes with Link and Attachments

## 8. COMMENTS FROM THE AUDIENCE

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

## 10. CONSENT AGENDA

**10.A** **Renewal of Citibot Communication Platform - 2026-2029**

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

Summary - Renewal of Citibot Communication Platform
2026-2029 Citibot Subscription Agreement
City of Winter Haven Contract Addendum
Compliance Certification re Official Acts of Local Governments
City of Winter Haven Affidavit

**10.B** **ITB-26-55 - Award of HVAC Citywide Services to Refrigeration and Electric Services, Inc. (Winter Haven, FL)**

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

Summary - ITB-26-55 Award of Citywide HVAC Refrigeration Services
ITB-26-55 HVAC and Refrigeration Maintenance Solicitation document
ITB-26-55 Recommendation of Award
ITB-26-55 Bid Tabulation

**10.C** **Polk County - Equipment Donation to the Chain of Lakes Park via Interlocal Agreement**

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

Summary - Fieldhouse Donation
Interlocal Agreement and Release of Waiver of Liability and Indemnification for Receipt of Donated Equipment
New Acquisition Sheet

**10.D** **State of Florida General Support Grant and Memorandum of Understanding with Theatre Winter Haven Inc. towards operations at the Ritz Theatre**

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

Summary - Arts and Culture Grant and Memorandum of Understanding
State of FL Division of Arts & Culture General Support Grant Agreement
Theatre Memorandum of Understanding for Grant
Exhibit A - Grant Agreement
Compliance Certification re Official Acts of Local Governments

**10.E** **Florida Department of Transportation (FDOT) Temporary Road Closure Permit Applications**

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

Summary - FDOT Temporary Closure Permit Applications
Havendale Parade Route Map

Jewett Alumni Parade Map

**10.F** **Logistics Pkwy/Pollard Road Extension Phase I, Change Order #2, (ITB-25-34)**

***Staff Contact:*** *Todd Gooding, Assistant Public Works Director, tgooding@mywinterhaven.com*

Summary - Logistics Parkway Pollard Rd. Extension - Phase 1 Construction Change Order 2 - ITB-25-34
Change Order #2 from Tucker Paving, Inc.
Change Order Authorization Form - CO#2

**10.G** **PowerConnect AI Agent 360 Agreement**

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

Summary - PowerConnect AI LLC Agent360
PowerConnect AI LLC - Proposal
Compliance Certification - Official Acts of Local Governments
Affidavit of Prime Bidder
POWERCONNECTAI LLC Form Addendum

**10.H** **East Winter Haven Aquifer Recharge and Wetland Restoration, Due Diligence for Southern Lobe Services**

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

Summary - East Winter Haven Aquifer Recharge and Wetland Restoration
Task No. 7 Southern Lobe Due Diligence 2026-10-05 Submittal
Reference Map

**10.I** **Micro-C Carbon supplement - Wastewater Treatment Plant#3**

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

Summary - Micro-C Carbon supplement - Wastewater Treatment Plant #3
Sole Source Agreement - Micro C

## 11. RESOLUTION(S)

## 12. ORDINANCE(S) - FIRST READING

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

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

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

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

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

Summary - Ordinance O-26-26

O-26-26

## 13. NEW BUSINESS

## 14. CITY COMMISSIONERS/LIAISON REPORTS

## 15. CITY ATTORNEY REPORT

## 16. CITY MANAGER REPORT

## 17. DEPUTY CITY MANAGER REPORT

## 18. CITY CLERK REPORT

## 19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

## 20. ADJOURNMENT

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

WINTER HAVEN
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# *Proclamation*

**WHEREAS,** First Missionary Baptist Church of Florence Villa is celebrating its 145th Church Anniversary, marking a remarkable legacy of faith, service, and spiritual leadership in the Winter Haven community; founded in 1881, by Deacon W. M. Adams and organized by Rev. W.B. Mills who served as the first pastor, with its first worship service held beneath an oak tree at 1901 Avenue A SW and attended by five pioneering families: Adams, Dwight, Dykes, Redding, and Whitten. First Missionary Baptist Church is recognized as the oldest church in the area, predating the incorporation of the City of Winter Haven and serving as a steadfast beacon of hope, worship, and community engagement for generations; and

**WHEREAS,** in 1908, Rev. E. W. Lewter led the church to purchase property in Florence Villa in 1909, the second wood-built sanctuary was constructed and dedicated on this site. In 1933, under Rev. E. D. Daniels, the church used concrete block to build a new sanctuary, completed in 1934. Inspired by faith and guided by a commitment to future generations, throughout its distinguished history, fourteen successive pastors faithfully led the congregation; each contributing vision, leadership, and improvements that strengthened the church's ministry through renovations, expansions, installations, and programs that enriched the lives of its members and the surrounding community; and

**WHEREAS,** the legacy of First Missionary Baptist Church continues under the guidance of the Holy Spirit and dedicated leadership of Reverend Clifton E. Dollison, who accepted the call as the church's fifteenth pastor on Easter Sunday, April 19, 1992, and whose visionary leadership has resulted in significant advancements in facilities, infrastructure, technology, and congregational growth; and

**WHEREAS,** on November 1, 1997, the congregation celebrated the completion of a spacious new sanctuary, and today, the church continues to flourish with a membership exceeding 800 individuals committed to worship, discipleship, fellowship, and community service; and

**WHEREAS,** First Missionary Baptist Church has produced and inspired civic leaders whose service has strengthened both the church and the broader community including Commissioners Charles Richardson, Lemuel Geathers, Reverend Clifton E. Dollison, and Nathaniel J. Birdsong, Jr., whose leadership and public service have positively impacted the City of Winter Haven; and

**WHEREAS,** the church remains dedicated to evangelism, education, outreach, and community development, serving as a pillar of spiritual guidance and support while carrying forward its mission, "*A Charge to Keep and a World to Reach*"; and

**WHEREAS,** Pastor Dollison's unwavering dedication, faithful stewardship, and collaborative partnerships throughout the City of Winter Haven, Polk County, and the State of Florida have helped sustain and strengthen the church's ministry and influence for more than three decades.

**NOW, THEREFORE,** I, William Brian Yates, Mayor of the City of Winter Haven, Florida, do hereby recognize and congratulate

**"First Missionary Baptist Church of Florence Villa"**

upon the celebration of its 145th Church Anniversary and commend its congregation, leadership, and members for their enduring commitment to faith, service, fellowship, and community advancement.

**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 October, 2026.

**William Brian Yates, Mayor**

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

# CITY COMMISSION AGENDA REVIEW SESSION MINUTES

**DATE:** Wednesday, September 09, 2026, 5:30 p.m.

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

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**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:VA6C2:2704b28d-56bc-473f-8e5e-a714d82c718d
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

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

**5. PRESENTATION(S)**

**A. "Find the Good Day" Proclamation - Elizabeth P. Davis, P.A., President and Maya Pearson, Community Vice President - Junior League of Greater Winter Haven**

**B. "Florida Redevelopment Week" Proclamation - Angela Hibbard, CRA Manager and Samise Lee, CRA Coordinator, Department of Economic Opportunity and Community Investment**

There were no questions or discussion.

**C. ***AGENDA REVIEW ONLY*** Strategic Plan Presentation: Economic Sustainability**

*(Note: This item occurred after Item 15A)*

*FY 26 Strategic Pillar Update Economic Sustainability* PowerPoint slides accompany this presentation *(see link/attached).*

City Manager Stavres gave an overview of the final Economic Sustainability Pillar update for Fiscal Year 2026.

**City staff reviewed each of the following slides and provided additional information and explanation regarding the items presented. The following summarizes their additional comments and discussion and is not intended to repeat all information shown on the slides:**

DRAFT

*PROCUREMENT PLATFORM UPDATE*

Procurement Manager Bethany Owen provided an update on this item and explained in more detail the limitations in tracking local versus non-local subscribers because OpenGov did not require suppliers to provide location information. She said she had discussed the issue with OpenGov and hoped to see an update soon.

Manager Owen also discussed the local award percentage, explaining that it did not include continuing contracts, task orders, or specialized solicitations and that some awards were still in the negotiation phase. She also discussed the increase in average bid responses from 1.8 in 2020 to 5.5 currently.

*HOUSING DIVERSIFICATION*

Director Labbe provided an update on this item and said the number of manufactured housing units had remained flat and there were no vacant mobile home lots available in the City. He said this was why he did not expect to use the Local Housing Assistance Plan (LHAP) strategy as much and explained in more detail. He also discussed the increase in townhome and duplex development and said the City was beginning to see more development in the missing middle housing market. He also noted the City's efforts to increase rental housing after hearing from constituents in 2020 and 2021 about rising rents and limited options.

*COMMERCIAL DEVELOPMENT*

Director Labbe provided an overview of this item and explained how the commercial market was a reflection of the residential market, noting that an influx of residents led retailers and other non-residential uses to respond to the growing community. He highlighted several major commercial projects that were underway or moving forward and discussed the continued commercial development. He also said he suspected the trend would continue into more commercial permits and redevelopment permits.

*VACANT LAND UPDATE*

Director Labbe reported that the City had approximately 751 vacant parcels totaling about 3,900 acres. He said about 900 acres had an industrial future land use and would not be developed for residential use. He said that as the remaining vacant land was developed, the City would see more redevelopment of older properties and its economic development strategies would begin to shift.

❖

Commissioner Dollison asked who owned and was developing the former Macy's property, whether the entire plaza was purchased and being used, and the estimated completion date. Director Labbe said an LLC purchased the plaza at auction about a year to a year and a half earlier and that the Lowe's property was not included. He said the development would include about six or seven new retail bays along the front, with pickleball, additional retail, and food and beverage space inside. He did not have an estimated completion date but would find one.

City Manager Stavres asked whether the Target store remained on track to open for the holiday shopping season. Director Labbe said, to his understanding, it was still on track and that lane closures along U.S. 17 would occur over the next couple of weeks, followed by work on Avenue R. City Manager Stavres said Avenue R would be completely closed for a short period for improvements, while access to businesses would remain available. Commissioner Dollison asked whether Avenue R would provide ingress and egress. City Manager Stavres said he thought there would be access from Avenue R, and Director Labbe said there would be a signalized intersection on U.S. 17 and an additional access on Avenue R.

❖

Mayor Yates asked whether procurement data could be separated to show vendors located within Winter Haven, Polk County, and outside the area, and whether local businesses received extra consideration in the procurement process. Manager Owen said staff could provide additional information and context.

City Manager Stavres explained that local preference could apply in certain procurements, but there were circumstances in which it could not be used. He said the City was working to make local businesses aware of opportunities and help them participate in the procurement process.

Manager Owen and Deputy City Manager Carnevale explained that the procurement numbers did not include continuing contracts, cooperative purchases, and other agreements that did not go through the solicitation process. They also discussed businesses outside the City that employed local residents and participated in the community.

Discussion ensued regarding local vendors, procurement data, and opportunities for local businesses.

DRAFT

## 6. DEVELOPMENTS OF NOTE – None

## 7. MINUTES

**A. July 22, 2026, City Commission Budget Briefing Workshop**

**B. July 22, 2026, City Commission Agenda Review Session Minutes**

**C. July 27, 2026, Special City Commission Meeting Minutes**

**D. July 27, 2026, Regular City Commission Meeting Minutes**

There were no questions or discussion.

## 8. MAYOR'S STATEMENT

There were no questions or discussion.

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

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

City Manager Stavres gave an overview of the item and reminded the Commission that City Attorney Murphy would read the budget ordinance in its entirety.

Commissioner Davis inquired about using a 6.5567 mill rollback rate instead of the proposed 6.5900 mills and whether an ordinance amendment would be required. City Manager Stavres said the difference in General Fund ad valorem revenue would be $165,509 and explained the projected General Fund balance and the Commission's 30% target.

Chief Financial Officer Reeder said the rollback rate would reduce anticipated ad valorem revenue by $10,650 for the Downtown Community Redevelopment Agency (CRA) and $4,074 for the Florence Villa CRA. City Attorney Murphy confirmed that the $165,509 did not include the CRA amounts.

City Attorney Murphy explained the ordinance amendment, September 15 first public hearing, Truth in Millage (TRIM) notice, and advertising requirements. He said staff could prepare a revised ordinance and tentative budget using the 6.5567 mill rollback rate for the September 15 meeting. He also said the City Clerk would advertise the ordinance with the required notice before the September 28 final adoption and that four votes would be required to retain the proposed 6.5900 mill rate.

Mayor Yates said the $165,509 difference was not a large impact and supported considering the reduction. He said his concern was the uncertainty surrounding Amendment 3 and future millage rate discussions. If Amendment 3 were not looming, he said he would consider larger reductions.

Mayor Pro Tem Mercer asked whether the City was required to budget for at least 95% of ad valorem taxes and whether it assumed 100% collection of that amount. Chief Financial Officer Reeder said the City's historical collection rate was approximately 96% to 97%.

City Attorney Murphy inquired whether the tentative budget was based on the 96.5% collection rate and whether a higher collection rate could result in additional revenue. Chief Financial Officer Reeder said the maximum historical collection rate was almost 97%. City Manager Stavres explained that the City budgeted for 96.5% of the taxes and collected 100% of that budgeted amount.

Discussion ensued regarding the potential impact of a lower collection rate.

City Manager Stavres said staff were confident in the $165,509 revenue difference and recommended that, if the rollback rate was adopted, the budget remain unchanged and the difference be covered through an increased transfer from General Fund balance for one-time expenses. He said $4,560,772 was projected above the 30% fund balance target, with $1.5 million identified for the Sertoma Park project, leaving a balance of about $3 million.

Mayor Yates asked if the pickleball project was included in the $1.5 million. City Manager Stavres said it was funded through Parks and Recreation impact fees, which could only be used for increased or expanded services.

DRAFT

Commissioner Birdsong, Mayor Pro Tem Mercer, and Commissioner Dollison expressed support for retaining the proposed 6.5900 mill rate. Mayor Yates said he was undecided. City Attorney Murphy reminded the Commission that four votes would be required to retain the 6.5900 mill rate.

Commissioner Davis expressed support for a 6.5567 mill rollback rate and cited the projected fund balance and opportunity to reduce the tax burden without affecting the budget. He said he expected a 4-1 vote. Discussion ensued.

Mayor Yates inquired how many taxable properties were within the City limits. Director Labbe said there were 27,053 parcels. Mayor Yates said the impact would probably be less than $6 per property. Commissioner Davis said he would support a larger reduction and that the issue could be revisited after November, along with the fire assessment study. Discussion ensued.

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

City Manager Stavres gave an overview of this item. He said he would give a condensed version of the budget presentation at the Tuesday, September 15, 2026, Regular City Commission Meeting and that the budget was higher than what was presented in July.

Commissioner Davis thanked staff for their work on the budget and said he considered it lean and responsible.

## 10. COMMENTS FROM THE AUDIENCE – None

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

**A. O-26-21 - Compensation of City Commissioners and Mayor**

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

Commissioner Davis stated that he supported moving forward with the issue and noted that, based on public comments he had heard from commissioners before he joined the Commission, the issue had been considered in the past but had not been addressed. He discussed the possibility of establishing a process to regularly adjust Commissioner compensation based on population and an index of compensation among municipalities. He said this could prevent future Commissions from having to revisit the issue and noted that he may bring forward ideas on this at a later date.

Mayor Yates stated that his thoughts and opinions on the issue had not changed.

## 12. CONSENT AGENDA

**A. ITB-26-36 - Airport Obstruction Clearing - Recommendation of Award**

Airport Director Heidel gave an overview of this item.

There were no questions or discussion.

**B. Acceptance of an Airport Infrastructure Grant Offer from the Federal Aviation Administration (FAA) for the Design of the T-Hangar Taxilanes Project**

Director Heidel gave an overview of this item.

City Manager Stavres provided additional information.

Mayor Yates asked whether a hangar could be included. City Manager Stavres said not yet, but hopefully grant dollars would soon be available to pursue multiple hangars.

**C. Authorization for Travel & Training - Florida Redevelopment Association (FRA) Annual Conference (Yates)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**D. Authorization for Travel & Training - Florida League of Cities, Institute for Elected Municipal Officials (IEMO) (Davis)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**E. Authorization of Travel & Training - Florida League of Cities (FLC) Legislative Policy Committee meetings (Yates, Mercer, Birdsong, Davis, Dollison, Stavres)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**F. Citywide Facility Condition Assessment and Asset Management Lifecycle Modeling**

Deputy City Manager Carnevale gave an overview of this item.

Mayor Yates asked whether drones would be used for the inspections. Deputy City Manager Carnevale explained that people would be sent out to conduct the inspections and that drones may be used for certain inspections, such as roofs. He also confirmed that no unauthorized images or pictures would be taken and also explained that the work would include assessing the condition and remaining life of systems, including HVAC equipment.

**G. Fire Station No. 5 Change Order - Lake Hartridge Nature Park Restroom Renovations**

*(Note: This item occurred after Item 12J)*

Parks Planning and Strategic Initiatives Manager Andy Palmer gave an overview of this item.

City Manager Stavres explained that the City was adding to an existing contract for work being done in the park, allowing the City to expand the work to repair and renovate restrooms using airport funding.

No questions or discussion.

**H. Developer's Agreement - Bowen Yard West**

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

There were no questions or discussion.

**I. RFQ-26-25 - Design Build Services for Neighborhood Service Center**

Director Labbe gave an overview of this item.

City Manager Stavres recognized Felicia Bristol, Executive Director of the Neighborhood Service Center, who was in the audience, for running an extraordinary program.

There were no questions or discussion.

**J. Blanket Utility Easement between the City and Tampa Electric Company**

Fire Chief Neubrand gave an overview of this item.

City Manager Stavres recognized Alex Price, on behalf of the Tampa Electric Company (TECO), who was in the audience.

There were no questions or discussion.

**K. Agreement for a Comprehensive, Interactive Supervisory / Leadership Program - Bresler Training, LLC**

City Manager Stavres gave an overview of this item and noted it was retroactive.

There were no questions or discussion.

**L. Purchase of Neptune Mach 10 Remote Service Valve Potable Water Meters**

Water Utility Engineering Manager Don Meroni gave an overview of this item.

City Manager Stavres provided additional information.

Commissioner Birdsong asked if the City was purchasing enough meters to cover all of the meters in the service area. Manager Meroni explained that approximately 500 accounts had repeat truck rolls, but the request was for about 150 meters. He said the meters could be moved as accounts transferred and would help offset the City's truck-roll costs without charging customers.

Mayor Yates asked whether these would be used on accounts considered "heavy hitters" and whether there was a certain number or criteria that would determine when a meter would be deployed. Manager Meroni said yes and explained that an account would qualify if the City had to return every three months.

Mayor Yates asked whether that meant approximately four times a year and how quickly service could be restored after a payment was made, including whether it could be done immediately. Manager Meroni said service could be restored within five minutes after activation and explained in more detail. Discussion ensued regarding testing being done to the system to confirm service.

**M. Kimley-Horn Utility Design and Construction Phase Services for 8th Street NW and Ave L NW**

Manager Meroni gave an overview of this item.

City Manager Stavres provided additional information.

There were no questions or discussion.

**N. Protecting Florida Together Alternate Water Supply Grant Application, PRWC Receiving Facility at Pollard Road WPF**

Water Director Hubbard gave an overview of this item.

City Manager Stavres provided additional information.

There were no questions or discussion.

**O. Protecting Florida Together Alternative Water Supply Grant Application, Pollard Road WRF, Lower Floridan Wells**

Water Director Hubbard gave an overview of this item.

City Manager Stavres added that the grants had been submitted with no financial impact and could save approximately $2 million on the wells and $4.9 million on the alternate water supply receiving facility if awarded.

There were no questions or discussion.

**P. Updated Cooperative Facilities Use Agreement Between the City of Winter Haven and the School Board of Polk County**

City Manager Stavres gave an overview of this item.

Commissioner Davis asked why [Polk County School Board Superintendent Frederick Heid] wanted to [change the payment structure]. City Manager Stavres explained that one concern was paying the yearly amount upfront because, if the contract ended, those funds could be lost instead of paying as services were provided. He also said that the uncertainty around Amendment 3 and the City's ability to provide facilities could be a problem, but they had a good conversation and came to the same conclusion.

## 13. RESOLUTION(S)

**A. R-26-21 - Local Housing Assistance Plan (LHAP) Amendment #1 2026-2029**

Director Labbe gave an overview of this item.

Mayor Yates asked whether the assistance would cover lot rent and whether it applied when a resident was required to relocate due to a mobile home park closure. Director Labbe explained that it would provide assistance to move and some lot rent assistance up to $5,000. City Manager Stavres clarified that the lot rent was limited to six months. Director Labbe said it was a one-time award.

Mayor Yates asked whether a resident who was simply behind on lot rent could receive assistance and whether the City had many parks that were closing. Affordable Housing Compliance Manager Nancy Hurley explained that the strategy was specifically for a park closure. Director Labbe said one park had closed in the past 10 years.

Mayor Yates asked whether the assistance was only for a park closing, whether the City would have much use for it, and whether this would prevent the City from using the funds elsewhere. Director Labbe explained that, if no one applied for the strategy, the funds could be used for down payment assistance, home rehabilitation, and other existing programs. Manager Hurley clarified that the City did not have to fund the strategy, but had to include the strategy in its plan by law. Discussion ensued.

Commissioner Dollison asked whether the assistance was for renting another space, whether the relocation itself was included, and how much was allocated for relocation. Director Labbe explained that relocation was included and that the grant was for up to $5,000. Discussion ensued.

**B. R-26-22 - Request by First Missionary Baptist Church to vacate a section of a public utility and right-of-way easement established in 1958; an underground utility and street easement, as recorded in the Official Records Book 227, Page 495, Public Records of Polk County Florida**

City Manager Stavres noted that two Commissioners would need to abstain from voting on this item due to affiliation of the controlling entity.

Director Labbe gave an overview of this item.

Mayor Pro Tem Mercer asked about utilities in the area. City Manager Stavres said the City had already reviewed the utilities and issued notices, with no conflicts or issues. He explained that this was unusual because the road was public but was not within a dedicated public right-of-way and instead was located within an easement granted by another entity. He noted that he was aware of only two roads with this type of arrangement.

## 14. ORDINANCE(S) – FIRST READING

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

Director Labbe gave an overview of this item.

*(Commissioner Davis left the room at 6:46 p.m.)*

There were no questions or discussion.

## 15. NEW BUSINESS

**A. Environmental Cooperation Agreement with Urban Action, LLC and Six/Ten, LLC for the Downtown South Parking Garage**

Deputy City Manager Carnevale gave an overview of this item.

*(Commissioner Davis reentered the room at 6:48 p.m.)*

City Attorney Murphy pointed out that the agreement included a proposed Contingent Soil Management Plan reviewed by Kimley-Horn and CES, which was acting as consultant for Urban Action and Six/Ten, LLC. He clarified that the plan would be used by the private parties and that the City did not necessarily condone or adopt their procedures. He said any costs related to the contamination and required remediation would be the responsibility of the private parties. City Attorney Murphy also explained that the property had petroleum contamination from underground tanks at a former gas station on that site and that a State program funded by the State Legislature covered costs associated with required remediation related to the underground petroleum storage tanks. He noted that additional soil work and examination may be needed during construction and would be coordinated by the private parties' consultant. Lastly, he said the City did not anticipate closing or paying the purchase price until the garage was completed and had a certificate of completion or occupancy, or its equivalent.

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Mayor Yates said that he would abstain from voting on this item out of caution. He also asked if the tanks were still there. City Manager Stavres and City Attorney Murphy confirmed that they were none.

City Manager Stavres explained that the contamination was identified somewhere below 11 feet and that the project would not go anywhere near that depth. He compared the approach to the former Vigoro site on which Target was being developed/constructed and explained in more detail how contamination was controlled by making the surface impervious. He noted that monitoring wells had been on the property for years and that the property was being worked through the process to be designated as a closed site. City Manager Stavres said the agreement would continue those efforts so that, when the City received the project, it would be a closed site.

**16. CITY COMMISSIONERS/LIAISON REPORTS** – None

**17. CITY ATTORNEY REPORT** – None

**18. CITY MANAGER REPORT**

City Manager Stavres reported the following:

- Main Street Winter Haven (MSWH) Ladies Night Downtown event on Thursday, September 10, 2026
- Honoring Our Heroes event marking the 25th anniversary of the 9/11 attacks on Friday, September 11, 2026. The walk would begin at 5:30 p.m. at the north end of South Central Park, followed by the program.

**19. DEPUTY CITY MANAGER REPORT** – None

**20. CITY CLERK REPORT** – None

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

**22. ADJOURNMENT** – 7:30 p.m.

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

Vanessa Castillo, MMC
City Clerk

William Brian Yates
Mayor

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WINTER HAVEN
THE CHAIN OF LAKES CITY

# REGULAR CITY COMMISSION MEETING MINUTES

**DATE:** Tuesday, September 15, 2026, 6:00 p.m.

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

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**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:ae2aa5db-6320-4094-a8cd-84f6e15cbc86?viewer%21megaVerb=group-discover
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**: 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; Human Resources Director Shawn Dykes; Economic Opportunity and Community Investment Director Eric Labbe; Water Director Gary Hubbard; Public Works Director Brittany Hart; Public Affairs and Communication Director Katrina Hill; Police Chief Vance Monroe; Fire Chief Drew Neubrand; and Chief Financial Officer Chris Reeder; and Interim Parks, Recreation and Culture Director Scott Eilers.

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

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

5. **PRESENTATION(S)**

**A. "Find the Good Day" Proclamation - Elizabeth P. Davis, P.A., President and Maya Pearson, Community Vice President - Junior League of Greater Winter Haven**

City Manager Stavres read aloud a proclamation declaring September 17, 2026 as "Find the Good Day" in the City of Winter Haven. Ms. Pearson, along with Mrs. Davis and other members of the Junior League, accepted the proclamation and thanked the Commission.

**B. "Florida Redevelopment Week" Proclamation - Angela Hibbard, CRA Manager and Samise Lee, CRA Coordinator, Department of Economic Opportunity and Community Investment**

City Manager Stavres read aloud a proclamation declaring the week of September 14, 2026 as "Florida Redevelopment Week" in the City of Winter Haven. Community Redevelopment Agency (CRA) Manager Hibbard, along with CRA Coordinator Lee and members of the CRA Board, CRA Downtown and Florence Villa Advisory Committees, accepted the proclamation and thanked the Commission.

6. **DEVELOPMENTS OF NOTE** – None

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## 7. MINUTES

**A. July 22, 2026, City Commission Budget Briefing Workshop**

**B. July 22, 2026, City Commission Agenda Review Session Minutes**

**C. July 27, 2026, Special City Commission Meeting Minutes**

**D. July 27, 2026, Regular City Commission Meeting Minutes**

**Motion by Commissioner Birdsong to approve the minutes as presented.**

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

**Motion carried 5:0.**

## 8. MAYOR'S STATEMENT

**A. Mayor's Statement**

Mayor Yates read the following statement aloud:

*"State Law requires the first substantive issues to be discussed at this hearing are:*

- *Name of the Taxing Authority – City of Winter Haven*
- *Rolled-back rate is 6.5567 mills*
- *The percentage increase in the millage over the rolled-back rate is 0.51%*
- *Millage rate to be levied is 6.5900*
- *The reasons Ad Valorem tax revenues are increasing:*

  *The ad valorem proceeds resulting from the difference between the proposed millage rate and the rolled-back rate will be used to offset increased operating costs and fund capital projects."*

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

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

City Attorney Murphy read Ordinance O-26-22 in its entirety.

Mayor Yates reported this item would come back for a second reading and public hearing at the September 28, 2026, Regular City Commission Meeting.

City Manager Stavres said that a summary report and short presentation would be given for the actual budget.

**Motion by Commissioner Birdsong to approve Ordinance O-26-22 on first reading - public hearing to adopt a tentative millage rate for fiscal year 2026/2027 at 6.5900 mills.**

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.

Commissioner Davis stated that his vote was based on his belief that the City should first determine its budget needs before determining the amount of revenue to collect. He expressed concern about increasing taxes when the City had an unassigned fund balance above the best-practice level and stated that he could not support the proposed millage rate under those circumstances.

Mayor Yates stated that the rollback rate would result in less than about $6 in annual savings per household while the City was providing raises to firefighters, police officers, and City employees. He did not support adopting the rollback rate but supported further discussion on reducing expenses and lowering costs to allow for a millage rate decrease in the future.

DRAFT

**Motion carried 4:1 with Commissioner Davis voting no.**

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

City Attorney Murphy read Ordinance O-26-23 in its entirety.

Chief Financial Officer Reeder presented.

City Manager Stavres gave a shortened version of *Budget Proposal Fiscal Year 2026-2027 (see link/attached)* presented in July 2026.

**Motion by Commissioner Birdsong to approve Ordinance O-26-23 on first reading - public hearing to adopt a tentative budget for fiscal year 2026/2027 in the amount of $377,268,776.**

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.

Commissioner Davis stated that he supported most of the budget but could not support the grant and aid allocations, which he believed were outside the core mission of municipal government. He thanked staff for their work and stated that he would vote no on the budget.

Mayor Yates stated that rising employee wages, equipment, fuel, and maintenance costs had increased the City's operating expenses. He said the City's growth had also increased the cost of providing services and expressed pride in the City's staff and Commission. City Manager Stavres noted that Winter Haven's population had increased from 49,119 in 2020 to 62,548 as of April 2025, an increase of over 27%, which increased the City's operating costs as it served more residents.

Commissioner Dollison commended staff for their work on the budget and agreed that some areas may need to be revisited and addressed in a more responsible way. He expressed confidence in that approach and thanked staff for their due diligence.

**Motion carried 4:1 with Commissioner Davis voting no.**

## 10. COMMENTS FROM THE AUDIENCE – None

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

**A. O-26-21 - Compensation of City Commissioners and Mayor**

City Attorney Murphy read Ordinance O-26-21 by title only and presented.

**Motion by Mayor Pro Tem Mercer to approve Ordinance O-26-21.**

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.

Commissioner Davis stated that he supported the compensation adjustment because he believed the current compensation did not reflect the City's size, growth, responsibilities, or the work required of Commissioners.

Mayor Yates stated that he continued to oppose the compensation adjustment, noting that serving as a Commissioner was an honor and a privilege to serve his hometown and City.

**Motion carried 3:2 with Mayor Yates and Mayor Pro Tem Mercer voting no.**

*(Note: Mayor Pro Tem Mercer's motion and final vote above are correct. She had motioned to approve this item, but after discussion, voted no.)*

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## 12. CONSENT AGENDA

**A. ITB-26-36 - Airport Obstruction Clearing - Recommendation of Award**

**B. Acceptance of an Airport Infrastructure Grant Offer from the Federal Aviation Administration (FAA) for the Design of the T-Hangar Taxilanes Project**

**C. Authorization for Travel & Training - Florida Redevelopment Association (FRA) Annual Conference (Yates)**

**D. Authorization for Travel & Training - Florida League of Cities, Institute for Elected Municipal Officials (IEMO) (Davis)**

**E. Authorization of Travel & Training - Florida League of Cities (FLC) Legislative Policy Committee meetings (Yates, Mercer, Birdsong, Davis, Dollison, Stavres)**

**F. Citywide Facility Condition Assessment and Asset Management Lifecycle Modeling**

**G. Fire Station No. 5 Change Order - Lake Hartridge Nature Park Restroom Renovations**

**H. Developer's Agreement - Bowen Yard West**

**I. RFQ-26-25 - Design Build Services for Neighborhood Service Center**

**J. Blanket Utility Easement between the City and Tampa Electric Company**

**K. Agreement for a Comprehensive, Interactive Supervisory / Leadership Program - Bresler Training, LLC**

**L. Purchase of Neptune Mach 10 Remote Service Valve Potable Water Meters**

**M. Kimley-Horn Utility Design and Construction Phase Services for 8th Street NW and Ave L NW**

**N. Protecting Florida Together Alternate Water Supply Grant Application, PRWC Receiving Facility at Pollard Road WPF**

**O. Protecting Florida Together Alternative Water Supply Grant Application, Pollard Road WRF, Lower Floridan Wells**

**P. Updated Cooperative Facilities Use Agreement Between the City of Winter Haven and the School Board of Polk County**

**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.**

## 13. RESOLUTION(S)

**A. R-26-21 - Local Housing Assistance Plan (LHAP) Amendment #1 2026-2029**

City Attorney Murphy read Resolution R-26-21 by title only and City Manager Stavres presented.

**Motion by Commissioner Birdsong to approve Resolution R-26-21.**

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-26-22 - Request by First Missionary Baptist Church to vacate a section of a public utility and right-of-way easement established in 1958; an underground utility and street easement, as recorded in the Official Records Book 227, Page 495, Public Records of Polk County Florida**

City Attorney Murphy read Resolution R-26-22 by title only and City Manager Stavres presented.

**Motion by Mayor Pro Tem Mercer to approve Resolution R-26-22.**

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 3:0. Commissioner Birdsong and Commissioner Dollison abstained from voting and would fill out *Form 8B Memorandum of Voting Conflict (see attached).***

## 14. ORDINANCE(S) – FIRST READING

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

City Attorney Murphy read Ordinance O-26-20 by title only and Economic Opportunity and Community Investment Director Labbe presented.

City Manager Stavres reported this item would come back for a second reading and public hearing at the September 28, 2026, Regular City Commission Meeting.

## 15. NEW BUSINESS

**A. Environmental Cooperation Agreement with Urban Action, LLC and Six/Ten, LLC for the Downtown South Parking Garage**

Deputy City Manager Carnevale presented this item as detailed in the summary sheet. City Manager Stavres clarified that there were no underground tanks on the property and that the City expected full closure before closing on the purchase, which he explained in more detail.

**Motion by Commissioner Birdsong to approve Environmental Cooperation Agreement with Urban Action, LLC and Six/Ten, LLC for the Downtown South Parking Garage.**

Mayor Yates closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this matter of new business 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 4:0. Mayor Yates abstained from voting and would fill out *Form 8B Memorandum of Voting Conflict (see attached).***

## 16. CITY COMMISSIONERS/LIAISON REPORTS

**Commissioner Birdsong** attended the following:

- Polk Transportation Planning Organization (TPO) Transportation Disadvantaged Local Coordinating Board (TD-LCB) where he was elected Vice Chair
- A couple ribbon cuttings, which included AquaShine Express Car Wash on Dundee Road
- Main Street Winter Haven (MSWH) Annual Meeting
- TPO meeting in Bartow

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**Commissioner Davis** reported on/attended the following:

- First CityU session
- Polk Vision Annual Meeting
- Polk County City Clerks Association (PCCCA) Luncheon Meeting
- Theatre Winter Haven Pierrot Awards
- Planning Commission Meeting
- MSWH Annual Meeting
- Funeral for Tim Scarborough, former Winter Haven Police and D.A.R.E. (Drug Abuse Resistance Education) Officer
- Judicial investiture for five judges who had joined the bench or had been elevated
- Ridge League of Cities (RLC)Dinner Meeting hosted by the City of Winter Haven
- Welcome to Winter Haven luncheon for new City employees
- Honoring Our Heroes [Remembering the Day 25th Anniversary of 9/11] Walk

**Commissioner Dollison** reported on/attended the following:

- Wished a happy birthday to City Attorney Murphy
- Welcome to Winter Haven luncheon
- Honoring Our Heroes Walk
- RLC Dinner Meeting where Mayor Yates was sworn in as RLC President

**Mayor Pro Tem Mercer** reported on/attended the following:

- MSWH Annual Meeting
- RLC Dinner Meeting and congratulated Mayor Yates
- Polk TPO Meeting
- PCCCA Luncheon Meeting
- Honoring Our Heroes Walk

**Mayor Yates** attended the following:

- Polk TPO Meeting where concerns about roadway conditions and responsibility for road maintenance were discussed
- RLC Dinner Meeting funded through corporate sponsorships and no taxpayer expense
- Honoring Our Heroes Walk
- Wished City Attorney Murphy a happy birthday

## 17. CITY ATTORNEY REPORT

City Attorney Murphy thanked everyone for the birthday wishes and congratulated Mayor Yates on his presidency of the Ridge League of Cities organization.

## 18. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Welcomed the CityU cohort who were present and noted that they were in their fourth of eight sessions. They learned how the City builds its agendas and observed the Commission meeting. He thanked them for their interest in local government and expressed hope that they would become strong advocates for the good things that happen in local government.
- Reminded the Commission that Celebrate Winter Haven would be held September 17, 2026, at Nora Mayo Hall in the Florida Citrus Building to recognize the 2026 Bankers Cup recipients and local businesses
- Recognized Mental Health Coordinator Morgan Volpe for receiving the Polk Young Professionals Legacy Builder Award for her work in first responder mental health, including creating the Polk County Peer Support Alliance and Next Watch
- Recognized Public Works Director Hart for receiving the American Public Works Association (APWA) Pakpour Consulting Group Young Leader of the Year Award for her leadership and contributions to public works

## 19. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale wished City Attorney Murphy a happy birthday.

## 20. CITY CLERK REPORT

City Clerk Castillo also wished City Attorney Murphy a happy birthday.

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

**22. ADJOURNMENT** – 7:44 p.m.

**ATTEST:**

Vanessa Castillo, MMC
City Clerk

**CITY OF WINTER HAVEN, FLORIDA**

William Brian Yates
Mayor

DRAFT

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

| | |
|---|---|
| LAST NAME—FIRST NAME—MIDDLE NAME<br>Birdsong, Jr. Nathaniel J. | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE:<br>Winter Haven City Commission |
| MAILING ADDRESS<br>451 Third St NW | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br>☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY: Winter Haven COUNTY: Polk | NAME OF POLITICAL SUBDIVISION:<br>City of Winter Haven |
| DATE ON WHICH VOTE OCCURRED<br>September 15, 2026 | MY POSITION IS:<br>☑ ELECTIVE ☐ APPOINTIVE |

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

## ELECTED OFFICERS:

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

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

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

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

## APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nathaniel J. Birdsong Jr., hereby disclose that on _____, 20 ____ :

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

___ inured to my special private gain or loss;

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

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

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

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

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

Item 13B on agenda under Resolutions

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.

9/15/24
Date Filed

Nathaniel J Birdsong Jr.
Signature

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

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

| LAST NAME—FIRST NAME—MIDDLE NAME | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE |
|---|---|
| Dollison Clifton Eugene | Winter Haven City Commission |
| MAILING ADDRESS | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: |
| 2010 Buckeye Rd | ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY / COUNTY | NAME OF POLITICAL SUBDIVISION: |
| Winter Haven, Fl, / Polk | City of Winter Haven |
| DATE ON WHICH VOTE OCCURRED | MY POSITION IS: |
| 8/15/2024 | ☒ ELECTIVE ☐ APPOINTIVE |

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

## ELECTED OFFICERS:

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

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

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

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

## APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Clifton E. Dallison, hereby disclose that on September 15, 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 _____, 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:

Item 13B on agenda under Resolutions

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.

9/15/26
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<br>Yates, William Brian Yates | NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE<br>Winter Haven City Commission |
| MAILING ADDRESS<br>451 Third St NW | THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:<br>☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY |
| CITY<br>Winter Haven COUNTY<br>Polk | NAME OF POLITICAL SUBDIVISION:<br>City of Winter Haven |
| DATE ON WHICH VOTE OCCURRED<br>September 15, 2026 | MY POSITION IS:<br>☑ ELECTIVE ☐ APPOINTIVE |

## WHO MUST FILE FORM 8B

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

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

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

### ELECTED OFFICERS:

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

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

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

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

### APPOINTED OFFICERS:

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

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

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

## APPOINTED OFFICERS (continued)

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

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

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

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, William Brian Yates, hereby disclose that on _____, 20 ____ :

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

___ inured to my special private gain or loss;

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

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

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

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

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

Item 4A under Ordinances - First Reading

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.

9/15/24
Date Filed

Will B. Yates
Signature

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

**DATE:** August 15, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Hiep Nguyen, Smart City Officer
Katrina Hill, Public Affairs & Communication Director

**SUBJECT:** Renewal of Citibot Communication Platform (Charleston, SC) – 2026 - 2029

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## BACKGROUND

The City of Winter Haven currently uses communication platforms such as a website and Facebook to communicate information to residents and visitors. Staff continues to seek additional channels to make it easier for residents to find information regarding City services.

As text messaging continues to rise in adoption with 97 percent of adults using text messaging on a weekly basis, staff added Citibot, a cloud-based text and chat-based software tool for citizens and staff to use for effective communication, enhance civic engagement, and to improve customer service in 2022.

The tool has become a major part of the City's community toolbox. The Citibot software (branded as Ask Winter Haven) has facilitated 4,804 conversations with 3,514 unique users from January 2026 – August 2026 alone. Nearly 70% of those interactions are resolved by the chatbot which pulls its information exclusively from the City's website to ensure accuracy. This allows residents to get questions answered immediately even outside of business hours. Questions the chatbot cannot answer are addressed by communications staff who reach citizens via phone or email the following business day to ensure they are taken care of.

The Citibot communication platform provides the following features:

- Interactive web chat on the City's website
    - Automated, fully integrated web assistant that interacts with web visitors, providing a conversational customer service experience through the City website

  - Residents can submit a service request, ask a question, find information, and send a direct message into staff workflow 24/7

- Interactive text chat/Facebook Messenger chat
  - Residents interact through a dedicated phone number
  - No app download is needed
  - Automated chatbot allows residents to submit a service request, ask a question, and send a direct message into staff workflow 24/7

- Interactive text alerts
  - Residents receive opt-in interactive text alerts in English and Spanish based on specified projects or topics that residents indicate interest in

- Integration with existing City software
  - The software integrates with SeeClickFix, the City's current 311 issue reporting and tracking software platform

- Multilingual Features
  - Residents can ask questions in their native language. The chatbot will then translate answers found on the City website into the language they initiate the chat with

## FINANCIAL IMPACT

The total cost of the Citibot software platform for a three-year term is $92,683, which includes Web Chat, SMS Chat, SMS Alerts/Q&A and Facebook Messenger Chat services. First year cost is $29,400 which is budgeted in the FY 27 Budget in the Internal Services Fund. The second and third year costs are $30,870 and $32,413 respectively, these will be included in Fiscal Years 2028 and 2029 Budgets.

## STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal 6.3** – Continue to evolve the ways in which information about local government is communicated
- **Strategy 6.3.5** – Research and implement alternative and innovative communication strategies and tools

## RECOMMENDATION

Staff recommends the City Commission approve the renewal of the Citibot Subscription Agreement for a three-year term in the total amount of $92,683 and authorize the City Manager to execute the Agreement and take all further actions necessary and related thereto.

## ATTACHMENT

- 2026-2029 Citibot Subscription Agreement
- Contract Addendum
- Compliance Certificate re Official Acts of Local Government
- City of Winter Haven Affidavit

# Citibot Subscription Agreement

This Agreement is made by and between the City of Winter Haven, Florida ("City") and Citibot, Inc. ("Citibot"), hereinafter referred to collectively as (the "Parties"), for the services outlined herein. This agreement is dated August 15, 2026.

1. **Definitions**. Capitalized terms used but not otherwise defined herein shall include the meanings ascribed thereto in the Terms of Service as outlined below or Privacy Policy, as applicable.

"***Service***" collectively refers to the Citibot WebChat chatbot customer service platform for the Winter Haven website, software and/ or services made available to Subscriber. The features include (1) questions and search result answers; (2) service request submittal (a list of search requests is referenced below and would be a part of an integration into Trello), and (3) direct message and live chat that is initiated by the City.

"***Content***" collectively refers to any and all information, including any text, graphics, and and/ or other materials, submitted to or made available through the Service. Content submitted to the Service by Subscriber or any Authorized User is referred to as "***User Content***," and all other Content of the Service is referred to as "***Citibot Content***."

"***Subscription***" refers to the right granted by Citibot to Subscriber to access and use the Service and the Content, subject to the terms and conditions of the Subscription Agreement.

"***Authorized User***" refers to each employee of Subscriber, citizens of Winter Haven, agents and/ or contractors of Subscriber authorized to access and use the Service and the Content.

2. **Term; Termination**.

a. Term. The initial term of the Subscription Agreement shall commence on the date of this Agreement's execution by the Parties and continue in effect for three years at rates as specified in the post installation maintenance, hosting, support, and software as a service section as described below.

b. Effect of Termination. Upon the termination of this Agreement, the subscription and all rights granted to the City and the Authorized User(s) in the Subscription Agreement are immediately revoked, including, without limitation, all rights to use the Service, any portion thereof, and any Citibot Content obtained through the Service.

c. Termination. City may terminate this Agreement for convenience on thirty (30) days prior written notice to Citibot. Upon termination, City will pay Citibot for all undisputed fees and expenses related to services the City has received prior to the effective date of termination.



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3. **<u>Installation Fee; Subscription Fee; Payment</u>**. City is responsible for payment of the Subscription Fee as described in this Section. Payment shall be due to Citibot within thirty (30) days upon receipt of the Invoice, and the rates are presented in this table below.

| **Pricing** | **Year 4 August 15, 2026- August 14, 2027** | **Year 5 August 15, 2027- August 14, 2028** | **Year 6 August 15, 2028- August 14, 2029** |
|---|---|---|---|
| Annual Subscription – Web Chat | $27,300 | $28,665 | $30,,098 |
| Annual Subscription – Multilingual | $2,100 | $2,205 | $2,315 |
| Total Annual Costs | **$29,400** | **$30,870** | **$32,413** |

***<u>Year 4</u>***

The pricing is reflected in the table above.

1. **Web Chat Annual Subscription:** *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment on the launch date or three (3) months after the date of execution of this Agreement, whichever comes sooner.
2. **Multilingual Annual Subscription:** *Post Installation maintenance, hosting, support, and software as a service cost:* Citibot will invoice this payment on the launch date or three (3) months after the date of execution of this Agreement, whichever comes sooner.

***<u>Years 5-6</u>***

The pricing for Years 5-6 is reflected on the table above and is defined by the language in the Year 4 description above for each service category.

********

Service Requests Included in this system with a corresponding AI build conversational chat capability and available for a Trello integration when appropriate during the life of this Agreement *post installation maintenance, hosting, support, and software as a service costs.*

- Pothole
- Missed Trash Pickup



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- Trash Can Repair
- Missed Recycling Pickup
- Recycling Can Repair
- Flooding
- Lost Dog
- Dead/Stray Animal
- Broken Street Sign
- Broken Traffic Light
- Broken Street Light
- Fallen Tree
- Broken Pavement/Sidewalk
- Noise issue (Barking Dog, for example)
- Tall Grass/Weeds
- Abandoned Vehicle
- Graffiti
- Hazardous Materials
- Illegal Dumping
- Mosquitos
- Prohibited Outside Storage
- Sewage
- Yard Upkeep
- Zoning Infractions
- Cave In
- Direct Message Submittal

Other Service requests can be added to the AI conversation flow for $75/hour and not to exceed 10 hours per service request.

******

4. **Representation and Warranty**. Each party represents and warrants to the other party that it has the full power to enter into the Subscription Agreement and to perform its obligations thereunder.

5. **Software as a Service.** Citibot is selling its software as a service. Thus, none of Citibot's employees shall be deemed employees of the City.

6. **Venue/Jurisdiction.** This Agreement is governed by the laws of Winter Haven, FL., and the venue is in Polk County.

7. **Public Records.** Citibot acknowledges that it is acting on behalf of a public agency and that this Agreement is subject to the provisions of Florida's Public Record laws, and that Citibot must comply with the said public record laws of the State of Florida.


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8. **Privacy Policy.** Citibot manages privacy data with utmost care. Under no circumstances will any Personally Identifiable Information be shared, sold, leased, licensed, or transferred in any way to a third party for any marketing purpose.

9. **Suspension and Debarment.** Citibot hereby certifies that neither it, nor its agents or subcontractors: (a) are presently debarred, suspended, proposed for suspension or debarment from contracting by any Federal or State department or agency, or (b) have been declared ineligible or voluntarily excluded from contracting by or with any Federal or State department or agency. Any contract entered into with an entity that has been debarred, suspended, declared ineligible, or voluntarily excluded from contracting with or by any Federal or State department or agency may be terminated at the sole discretion of the City.

10. **Release and Indemnity.** Citibot shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and claims of intentional wrongdoing and gross negligence,, demands, expenses, costs, and liabilities of any kind or nature to the extent proximately caused by the intentional, negligent, or reckless acts or omissions of the Contractor and its agents or employees, in the performance of these Services.

11. **Insurance.** During the term of this Agreement, Citibot shall maintain Commercial General Liability to protect Citibot against any and all claims, demands, expenses, costs, and liabilities to the extent proximately caused by the negligent acts or omissions of Citibot and its agents or employees related to this Agreement. This insurance shall also include coverage for explosion, collapse, and underground hazards, where required. This insurance shall provide bodily injury and property damage limits of not less than $1,000,000 for each occurrence, respectively. Citibot shall return with this Agreement an original, signed Certificate of Insurance evidencing such insurance, indicating that the policy has been endorsed to include the City as an additional insured, but only with respect to liability arising out of Citibot's operations or in connection with the services described herein, and stating that the coverage is primary to any other coverage the City may possess. Citibot shall furnish the City thirty days prior written notice of any cancellation, non-renewal (without replacement), or material reduction of coverage or limits of any policy referred to herein. The failure of Citibot to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the City's Risk Manager. Municipal Exclusions, if any, for General Liability coverage shall be deleted. Should Citibot fail to immediately provide acceptable evidence of current insurance in the form of a Certificate of Insurance at any time during the Term, the City shall have the absolute right to terminate this Agreement without any further obligation to Citibot, and Citibot shall be liable to the City for all available remedies – in equity and at law. Citibot shall secure evidence of all insurance policies in the form of Certificates of Insurance of its subcontractors, which shall be made available to the City on demand. Citibot shall require its subcontractors to name Citibot and the City as additional insured parties on the subcontractor's general and automobile liability insurance policies. Citibot shall be as fully responsible to the City for the acts and


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omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of persons directly employed by it. Contractual and other liability insurance provided under this Agreement shall not contain a supervision inspection or engineering services exclusion that would preclude the City from supervising and/or inspecting the project as to the end result.

**12.** The City of Winter Haven Contract Addendum is attached hereto as Attachment 1 and incorporated herein by reference


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*Winter Haven, FL*

*Citibot, Inc.*



Signed

CEO, W. Bratton Riley

09 / 14 / 2026

Date

Date





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| **Title** | sign |
| **File name** | 2026-2029_Citibot..._red_line__3_.pdf |
| **Document ID** | d530ecae05f886a0a698a434baa997505f20c3ec |
| **Audit trail date format** | MM / DD / YYYY |
| **Status** | Signed |

## Document History

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|---|---|---|
| SENT | **09 / 14 / 2026**<br>14:36:53 UTC | Sent for signature to Bratton Riley (bratton@citibot.io)<br>from maryfrances@citibot.io<br>IP: 207.144.50.77 |
| VIEWED | **09 / 14 / 2026**<br>14:37:24 UTC | Viewed by Bratton Riley (bratton@citibot.io)<br>IP: 207.144.50.77 |
| SIGNED | **09 / 14 / 2026**<br>14:37:38 UTC | Signed by Bratton Riley (bratton@citibot.io)<br>IP: 207.144.50.77 |
| COMPLETED | **09 / 14 / 2026**<br>14:37:38 UTC | The document has been completed. |

## CITY OF WINTER HAVEN CONTRACT ADDENDUM

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

Name of Vendor: Citibot, Inc., a Delaware corporation, authorized to do business in the State of Florida
656 Ellis Oak Avenue, Site 108
Charleston, SC 29412

Name of Contract: Citibot Subscription Agreement

### § 1. Initial Provisions and Fact Findings.

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

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

(b) A copy of the Citibot Subscription Agreement is made a part hereof by reference.

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

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

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

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

(g) Vendor and the City acknowledge that the City's entry into the Contract, remission of payments, and performance thereunder, is contingent upon the terms and


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conditions set forth in this Addendum.

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

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

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

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

**§ 2. Definitions.**

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

*Contract Documents* shall mean the Citibot Subscription Agreement; and this City of Winter Haven Contract Addendum.

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

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

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

*Effective Date* means the date on which the City Commission of the City of Winter Haven approves the Contract and this Addendum.

**§ 3. Primacy of Addendum.**

This Addendum contains specific terms and conditions that are applicable to



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

**§ 4. Calculation of Time.**

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

**§ 5. Governing Law; Home Venue Privilege.**

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

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

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



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immediately terminate the Contract and this Addendum and be released from any future responsibility or liability thereunder.

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

(c) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2024), are incorporated herein as if set forth in full, and shall control all payments made by the City to the Vendor required by the Contract Documents. To the extent there is conflict between the text of the Contract Documents and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

**§ 7. Public Records Compliance.**

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

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

(b) Upon request from the City's custodian of Public Records, provide the City with a copy of the requested Public Records or allow the Public Records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.

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

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



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

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

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

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

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



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

## § 9. Required Clauses.

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

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

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

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


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If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

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

**10. Force Majeure.**

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

**§ 11. Compliance with Laws.**

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

**§ 12. Assignment by Vendor.**

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

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

[*Signatures Follow on Pages 9 and 10*]



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***City of Winter Haven Contract Addendum***
**to:**
Citibot Subscription Agreement

**Signature Page for Vendor**

**Vendor: CITIBOT, INC.**

Executed this 09 / 30 / 2026 day of _____, 2026

By: _____

Name: Bratton Riley

Title: CEO



Doc ID: 81efb46263f39f62a0de45a0343efc2ec6c1ea25

***City of Winter Haven Contract Addendum***
**to:**
Citibot Subscription Agreement

**City of Winter Haven, Florida:**

Executed this ____ day of _____, 2026

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney


Doc ID: 81efb46263f39f62a0de45a0343efc2ec6c1ea25

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| **Status** | ● Signed |

## Document History

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| SENT | **09 / 30 / 2026** 23:47:24 UTC | Sent for signature to Bratton Riley (bratton@citibot.io) from maryfrances@citibot.io IP: 207.144.50.77 |
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| RESENT | **09 / 30 / 2026** 23:50:18 UTC | Signature request resent by Mary Frances Coryell (maryfrances@citibot.io) IP: 207.144.50.77 |
| VIEWED | **09 / 30 / 2026** 23:55:20 UTC | Viewed by Bratton Riley (bratton@citibot.io) IP: 207.144.50.77 |

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| SIGNED | **09 / 30 / 2026**<br>23:55:31 UTC | Signed by Bratton Riley (bratton@citibot.io)<br>IP: 207.144.50.77 |
| COMPLETED | **09 / 30 / 2026**<br>23:55:31 UTC | The document has been completed. |

**CITY OF WINTER HAVEN, FLORIDA**
**COMPLIANCE CERTIFICATION REGARDING OFFICIAL ACTIONS OF LOCAL GOVERNMENTS**
**SECTIONS 166.04971 AND 287.139, FLORIDA STATUTES**

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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 public municipal funds, the organization's authorized signatory hereby certifies, under penalty of perjury, as follows:**

**Name of Applying Organization:** Citibot, Inc.

**Name of Authorized Signatory:** W. Bratton Riley

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 3rd day of September, 20 26.

Bratton Riley
Digitally signed by Bratton Riley
Date: 2026.09.10 14:40:15 -06'00'

Signature - Authorized Signatory

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***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.

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# REQUIRED FORM AFFIDAVITS

## Affidavit of Prime Bidder (if applicable)

**Non-Collusion:** The Contractor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Drug-Free Workplace:** The Contractor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

**Affidavit Certification Immigration Laws:** City of Winter Haven will not intentionally award City contracts to any contractor/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

## Affidavit Regarding Foreign Countries of Concern

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

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

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

# Affidavit Regarding the Use of Coercion for Labor and Services

Effective July 1, 2024, Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

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

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

# Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

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

1. Does not participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

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

**Proposer's signature & date**

Name of Vendor: Citibot, Inc

Address: 656 Ellis Oak Avenue, Suite 108

Phone Number & Email: 843 324 6167 bratton@citibot.io

Authorized Representative's Name: Bratton Riley

Authorized Representative's Title: CEO

**STATE OF** South Carolina **COUNTY OF** Charleston

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) September 3, 2026 by (name of person acknowledging) Bratton Riley, who is personally known to me or who has produced (type of identification) drivers license as identification.

Notary Public – Signature

Allison Hinnant

Name typed, printed or stamped

My Commission Expires: 04/27/2031

ALLISON HINNANT NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. April 27 2031

**DATE:** October 12, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Scott Eilers, Interim Parks, Recreation, & Culture Department Director
Richard "Tank" Artz, Facilities Division Superintendent
Ashley Hamilton, Facilities Division Fiscal Specialist

**SUBJECT:** ITB-26-55 HVAC and Refrigeration Services (Re-Bid)

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## BACKGROUND

The City owns and operates numerous HVAC and refrigeration systems throughout its facilities, including air conditioning and heating systems, refrigeration equipment, water fountains, and ice machines. Many of these assets are at varying stages of their service life and require ongoing preventive maintenance, inspections, repairs, and emergency services to ensure reliable operation, minimize downtime, and extend their useful life.

Through ITB-26-55, the City solicited bids for citywide HVAC and refrigeration preventive maintenance and related services. Refrigeration & Electric Service, Inc. was determined to be the lowest responsive and responsible bidder, meeting all bid requirements. The company offers competitive pricing, responsive service, and specialized expertise in HVAC and refrigeration maintenance.

While the City's primary HVAC and refrigeration services solicitation was undergoing revision, Refrigeration & Electric Service, Inc. provided emergency maintenance and response services throughout FY26 to address urgent HVAC and refrigeration needs and help ensure the continued operation of City facilities and equipment. In addition to routine emergency response, the company coordinated several large-scale emergency HVAC and refrigeration replacement projects for the City, including projects supporting the Fire Department, Police Department, and Library. This experience has provided the vendor with an established service history and familiarity with its facilities, equipment, and operational needs.

A Recommendation of Award was posted by Procurement September 24, 2026 with no protests filed.

Contracting with Refrigeration & Electric Service, Inc. through ITB-26-55 will establish the City's ongoing citywide HVAC and refrigeration preventive maintenance and related services under the competitive

procurement process, while providing continuity with a contractor that has already been responding to the City's emergency maintenance needs.

## FINANCIAL IMPACT

ITB-26-55 establishes an estimated cost to the City of $6,501.95 per month for HVAC and refrigeration preventative maintenance services, or $78,023.40 annually, based on the equipment list and service requirements identified in the bid documents. The initial term of services shall be two years and may be renewed for up to two additional one-year renewal terms, for a maximum total term of four years.

A list of known equipment was used as the basis for the bid pricing. That inventory list was intended as a reference and is subject to change based on the addition, removal, replacement, modification, or relocation of equipment, as well as changes in service requirements and materials used. Accordingly, the quantity and scope of equipment and services may fluctuate throughout the term, and pricing will be based on the applicable bid rates and the equipment and services required at the time of service.

Expenditures for preventive maintenance, inspections, repairs, and emergency services will be charged to the respective funds, for department facilities receiving the services, in accordance with adopted budgets each year.

## STRATEGIC PLAN ALIGNMENT

This agreement for ongoing services does not specifically align with a goal or strategy within the Strategic Plan, however it does generally align with the Infrastructure and Responsible Government Pillars.

## RECOMMENDATION

Staff recommends the City Commission award citywide HVAC and Refrigeration preventative maintenance services and related services as outlined in ITB-26-55 and authorize the City Manager to take any and all necessary actions related thereto.

## ATTACHMENTS

- ITB-26-55 HVAC and Refrigeration Services (Re-Bid) – solicitation document
- ITB-26-55 Recommendation of Award
- ITB-26-55 Bid Tabulation

WINTER HAVEN
THE CHAIN OF LAKES CITY

# INVITATION TO BID

## ITB-26-55 HVAC AND REFRIGERATION SERVICES RE-BID

# Table Of Contents

1. PROCUREMENT OVERVIEW
2. TIMELINE
3. SCOPE OF WORK/SPECIFICATIONS
4. RISK
5. LATE SUBMITTALS
6. ASSIGNMENT OR TRANSFER
7. REQUIRED INDEMNIFICATION
8. TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES
9. PRICING / PROPOSAL & BID FORM
10. SUBMITTAL
11. ATTACHMENTS

Attachments:

A - Warranty Offered Form

B - Comprehensive Scope of Work

C - City of Winter Haven - HVAC-Refrigeration Inventory

## 1. PROCUREMENT OVERVIEW

WINTER HAVEN
THE CHAIN OF LAKES CITY

Wednesday, July 29, 2026

Sealed responses will be received by the City of Winter Haven until **2:00 pm, Friday, August 28, 2026, at our online solicitation platform for:**

**"ITB-26-55 HVAC and Refrigeration Services Re-Bid"**

The City is requesting responses from those qualified firms with previous experience in this type of work. Firms submitting responses shall provide evidence of their experience and expertise in similar work performed.

**Public Records –** It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency / Fla. Statute – 119.01(1). (Do not submit any documents that you do not want to be made public).

Questions concerning this bid must be submitted on or before **2:00 pm**, **Friday, August 21, 2026**, through the Procurement Portal. Questions received after this time may not be answered.

The responses shall be furnished in accordance with the ITB, requirements, and any other documents prepared for this bid. Responses must be submitted via this electronic portal in order to qualify for award. **W-9** should be submitted through the SUBMITTAL section by the responding vendor. Please note the AFFIDAVIT form which must also be completed and submitted through the SUBMITTAL section. Payment will be rendered to the name and ID appearing on the W-9.

The City of Winter Haven reserves the right to reject any and all responses, to waive informalities, to re-advertise, and to enter into a contract determined to be in its best interest, in accordance with the documents referenced herein above.

Sincerely,
CITY OF WINTER HAVEN

Bethany Owen

Bethany Owen
Procurement Manager

# 2. TIMELINE

| | |
|---|---|
| Release Date: | July 29, 2026 |
| Question Submission Deadline: | August 21, 2026, 2:00pm |
| Response Submission Deadline: | August 28, 2026, 2:00pm |

# 3. SCOPE OF WORK/SPECIFICATIONS

## 3.1. Introduction

The City of Winter Haven is seeking qualified contractors to provide comprehensive Heating, Ventilation, Air Conditioning (HVAC) and Refrigeration services for equipment located throughout various City-owned and maintained facilities.

The intent of this solicitation is to establish a contract with one (1) Primary Contractor to serve as the City's primary provider of annual preventive maintenance for HVAC and Refrigeration systems. In addition to scheduled preventive maintenance, the Primary Contractor shall provide diagnostic services, on-call and emergency service, repairs, replacement of equipment and system components, and other related HVAC and Refrigeration services as requested by the City. Equipment replacement shall be performed when determined by the City to be more practical or cost-effective than repair.

To ensure continuity of operations and timely response, the City reserves the right to award contracts to one or more Secondary Contractors. Secondary Contractors may be utilized at the City's sole discretion to supplement the Primary Contractor's services, provide additional capacity during periods of high demand, respond when the Primary Contractor is unavailable or unable to meet required response times, or perform specialized work as determined to be in the City's best interest. The City makes no guarantee of work to any Secondary Contractor.

## 3.2. Bidding Process

This Invitation to Bid (ITB) is issued to solicit competitive pricing for annual preventive maintenance (PM) services for the City's Heating, Ventilation, Air Conditioning (HVAC), and Refrigeration systems. The bid shall also establish unit prices, labor rates, material markups, and other pricing necessary for additional HVAC and Refrigeration services that may be requested during the term of the Contract.

Bidders shall submit all required pricing, qualifications, and documentation in accordance with the requirements of this ITB. The City intends to award a contract to the responsive and responsible bidder(s) whose submission is determined to be in the best interest of the City.

Late bids will not be accepted or considered. It is the sole responsibility of each bidder to ensure its bid is complete, accurate, and received by the City before the deadline established in this solicitation.

The City assumes no responsibility for technical malfunctions, transmission failures, system interruptions, or corrupted, incomplete, or unreadable electronic submissions. Any bid received after the deadline or

determined to be incomplete or inaccessible due to technical issues shall be deemed non-responsive and will not be evaluated.

## 3.3. Scope of Services

The City of Winter Haven owns, operates, and maintains approximately 350 HVAC and refrigeration assets serving various municipal facilities. These assets include, but are not limited to, air conditioning units, heating systems, refrigeration equipment, water fountains, and ice machines.

A list of known equipment is provided in the attachments. Bidders are responsible for reviewing the equipment inventory and verifying their ability to provide all required services described herein. The inventory is believed to be substantially complete; however, additional equipment discovered during the contract term may be incorporated into the contract upon mutual agreement. In addition, new equipment may be added to the contract during the period of performance from time to time.

The awarded Contractor shall provide comprehensive HVAC and Refrigeration maintenance, repair, and emergency services, including the following:

**Preventive Maintenance Services**

Perform scheduled quarterly and annual preventive maintenance services on all covered HVAC and refrigeration equipment in accordance with the requirements outlined in the Comprehensive Scope of Work in the attachments.

**Annual System Inspections**

Conduct comprehensive annual inspections, testing, and performance evaluations to ensure equipment is operating safely, efficiently, and in accordance with manufacturer recommendations.

**Repair and Replacement Services**

Provide diagnostic services, repair recommendations, cost quotations, and repair or replacement of HVAC and refrigeration equipment, components, and related systems as authorized by the City.

**Emergency and On-Call Services**

Provide responsive on-call and emergency repair services on an as-needed basis, including evenings, weekends, and holidays, to address equipment failures and other urgent operational needs.

The Contractor shall furnish all labor, supervision, equipment, tools, transportation, materials, supplies, and incidentals necessary to perform the required services in a safe, professional, and timely manner.

**Task Orders**

Following contract award, the City may authorize additional HVAC and Refrigeration services through individual Task Orders. Task Orders may include, but are not limited to, repairs, emergency and on-call

services, equipment replacement, installations, testing, balancing, and other related work beyond the annual preventive maintenance requirements.

Each Task Order shall identify the specific scope of work, project location, schedule, and any project-specific requirements. Unless otherwise approved in writing by the City, compensation for Task Order work shall be based on the unit prices, labor rates, material markups, lump-sum pricing, or other pricing submitted in the Contractor's bid. When work is outside the scope of the bid pricing, the City reserves the right to negotiate fair and reasonable pricing before issuing the Task Order.

Task Orders shall be issued on an as-needed basis throughout the term of the Contract. No Task Order shall be binding until it has been issued in writing and authorized by the City's designated representative. The City makes no guarantee regarding the number, frequency, or total value of Task Orders that may be issued under the resulting Contract.

### 3.4. Performance Standards

**General Requirements**

The resulting contract shall be between the City and the awarded Contractor(s) only. Third-party machinery insurance policies or service agreements intended to replace the Contractor's responsibility for providing complete maintenance services shall not be acceptable.

The Contractor shall furnish all labor, supervision, equipment, tools, transportation, materials, supplies, and incidentals necessary to provide comprehensive HVAC and Refrigeration maintenance, repair, emergency response, and related services for City facilities in accordance with the requirements of this solicitation and all referenced attachments.

**Preventive Maintenance Services**

The Contractor shall perform regular and systematic preventive maintenance inspections and services for all HVAC and Refrigeration equipment identified in Equipment List in attachments and in accordance with the maintenance requirements outlined in Comprehensive Scope of Work in attachments section.

Scheduled preventive maintenance activities shall be performed on a quarterly and annual basis as specified in the Comprehensive Scope of Work. The Contractor shall coordinate all maintenance schedules with designated City personnel and shall ensure that all services are performed in a timely, efficient, and professional manner.

Bidders are responsible for reviewing all equipment inventories and maintenance requirements and determining their capability and availability to perform all required services throughout the contract term.

**Initial Inspection and Equipment Assessment**

Upon contract award, the Contractor shall conduct a comprehensive initial inspection of all covered HVAC and Refrigeration equipment.

The inspection shall include a written report documenting, at a minimum:

- Equipment manufacturer (Make)
- Model number
- City asset tag or identification number
- Serial number
- General condition of equipment
- Operational efficiency assessment
- Recommended maintenance schedule
- Annual maintenance cost by facility

The equipment inventory provided in the attachments is believed to be substantially complete; however, any additional units discovered during the initial inspection shall be documented and incorporated into the maintenance program at mutually agreed pricing.

**Emergency and On-Call Services**

Because City facilities operate continuously and provide critical public services, the Contractor shall provide emergency and on-call repair services twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

The Contractor shall provide dedicated emergency contact information, including telephone and email contacts, allowing City personnel to directly reach qualified service personnel at all times.

Minimum response requirements shall be:

- Acknowledgement of service request within one (1) hour.
- On-site arrival within two (2) hours for emergency service calls.
- On-site arrival within (24) hours for non-emergency service calls.

The Contractor shall maintain adequate staffing, equipment, and resources to ensure prompt response and resolution of emergency service requests with minimal disruption to City operations.

**Scheduling and Work Coordination**

All work shall be coordinated with designated City personnel prior to commencement.

Normal work hours are generally Monday through Friday between 7:00 a.m. and 5:00 p.m., excluding City-observed holidays. Additional restrictions may apply at certain facilities due to public events, operational needs, or special circumstances.

The Contractor shall:

- Coordinate all maintenance schedules with City staff.

- Check in with designated personnel upon arrival.
- Check out with designated personnel prior to departure.
- Provide advance notification of work activities and anticipated service interruptions.

Failure to properly coordinate schedules, communicate arrivals and departures, or comply with facility access requirements may constitute a breach of contract.

**Maintenance Reports**

The Contractor shall provide a written service report following each inspection, preventive maintenance visit, repair, or service call.

Reports shall identify maintenance performed, repairs completed, deficiencies discovered, recommendations, and any equipment requiring further attention.

Reports shall be submitted to the designated City representative before departing the facility or by another mutually agreed reporting method.

As a bid requirement, bidders shall submit a sample inspection and maintenance checklist with their bid.

**Parts, Materials, and Equipment Preventive Maintenance Materials**

The Contractor shall furnish all materials and consumable supplies required for routine preventive maintenance services, including but not limited to filters, belts, lubricants, and similar items. These costs shall be included in the preventive maintenance pricing submitted with the bid.

**Repair Parts and Materials**

When repairs require replacement parts, materials, or equipment, the Contractor shall obtain and submit quotations for City approval prior to purchase.

The following approval thresholds shall apply:

- All projects with an estimated value of $3,500 or less, including labor and materials, require a verbal quote.
- All projects with an estimated value of $3,501 or greater, including labor and materials, require a written quote.

The City reserves the right to procure major equipment or materials through its own purchasing procedures.

Replacement of existing equipment shall require submission of a written proposal for review and approval by City staff.

The Contractor shall obtain all warranty replacement parts at no cost to the City whenever applicable.

OEM parts or approved equal products shall be utilized. Used, reconditioned, or inferior-quality parts shall not be installed without written approval from the City.

The City reserves the right to approve all replacement parts, materials, and equipment prior to installation.

**Equipment Removal and Out-of-Service Procedures**

All repairs shall be performed on-site whenever practical.

If removal of equipment or components is necessary, the Contractor shall notify City personnel in advance and provide an estimated duration for repairs. The City reserves the right to retain, reuse, dispose of, or otherwise manage any removed equipment or materials at its sole discretion. The Contractor shall not remove, salvage, recycle, or dispose of City-owned equipment or materials without prior written authorization from the City.

Any equipment removed from service shall be properly disconnected, secured, and clearly labeled as out of service until repairs are completed and the equipment is returned to operation.

**Warranty**

The Contractor shall provide a warranty on all labor, materials, and workmanship for a period of not less than twelve (12) months following the City's final acceptance of the work. A sample Warranty Offered Form is included with the solicitation documents and shall be completed and submitted by the successful Contractor in the format required by the City.

The Contractor shall be responsible for collecting, registering (when applicable), and submitting all warranty documentation for equipment replacements, parts, materials, services, and any other items furnished under this contract, including warranties not specifically identified herein.

All warranty information, including manufacturer warranties, extended warranties (if applicable), and supporting documentation, shall be provided to the City upon completion of the work and prior to final payment. Warranty documentation shall include, at a minimum, warranty periods, effective dates, manufacturer contact information, model and serial numbers (where applicable), and procedures for obtaining warranty service.

**Subcontractors**

The Contractor shall be the primary provider of all services under this Contract. Subcontracting shall be limited and used only when necessary for specialized services or with prior written approval of the City. The Contractor shall remain fully responsible for all work performed by subcontractors and shall ensure subcontracted work meets all contract requirements.

All subcontractors shall comply with the requirements of this contract.

### 3.5. Contractor Responsibilities

The Contractor shall furnish all labor, supervision, materials, tools, equipment, and test instruments necessary to perform all preventive maintenance, troubleshooting, repairs (major and minor), and installation services for HVAC systems and related equipment.

Contractor shall include routine diagnostic and troubleshooting necessary to restore equipment to operational condition when work is within the scope of this Contract.

All services shall include all labor, tools, fuel, equipment, and materials necessary for proper execution and shall be performed in accordance with applicable NFPA standards, federal, state, and local regulations, ASHRAE standards, OSHA requirements, and the City's Master Specifications.

All tools, equipment, and machinery used in the performance of this work shall be maintained in safe, operable, and satisfactory condition at all times to ensure consistent, high-quality service delivery.

The Contractor shall perform all duties and obligations in strict accordance with this specification and accepted industry standards. In the event of a conflict between this specification and applicable industry standards, the more stringent requirement shall prevail. The Contractor shall coordinate all activities with City departments and schedule work to avoid disruption to City operations, ensuring that services do not unreasonably interfere with, delay, or disturb City activities.

The successful bidder(s) shall comply with the following requirements:

**Work Tickets**

The Contractor shall complete a separate work ticket for each piece of equipment and each service occurrence, including scheduled maintenance, inspections, emergency calls, and repair work. Each ticket shall document, at a minimum, equipment makes, model, serial number, work performed, and parts replaced.

Completed work tickets shall be submitted via email as designated by the City upon completion of services. All documentation shall be legible and complete.

**Equipment Data and Maintenance Records**

The Contractor shall maintain a separate service history file for each equipment unit. These records shall remain the property of the City and be maintained on file by the appropriate City department.

All data shall be maintained and provided in an electronic database format, or another mutually agreed-upon format, and shall be updated within forty-eight (48) hours of service completion. Each record shall include, at a minimum:

- Make
- Model
- City tag or identification number
- Serial number
- Description of service performed (including preventive maintenance and inspections)
- Date of service and parts used or replaced
- Name(s) of technician(s) performing the work
- Warranty information, including part details, installation date, and expiration date

**Addition and Removal of Equipment**

During the term of the Contract, the City reserves the right to add or remove equipment from the inventory as necessary. Pricing shall be adjusted on a pro-rata basis based on the number of days the equipment is in service.

For newly added equipment, the Contractor shall provide pricing to perform quarterly and annual maintenance services. Labor rates established in the bid rate sheet shall apply to all repair and replacement services for newly added units. All equipment replaced will be picked up and disposed of by City staff.

**Callback and Follow-Up Work**

The Contractor shall make every reasonable effort to complete work during the initial service visit in order to minimize callbacks and follow-up service requirements.

No charge shall be assessed to the City for follow-up or callback work required to correct deficiencies resulting from improper repairs, faulty installation, or substandard materials supplied by the Contractor.

In the event of a dispute regarding responsibility, the City reserves the right to obtain a third-party evaluation from a qualified Contractor of its choosing. The determination of such third party shall be binding on both parties. The responsible party shall bear the cost of the third-party review.

**Performance Requirement and Penalties**

The City may reduce monthly compensation proportionally for failure to perform scheduled preventive maintenance or failure to meet response requirements.

### 3.6. Contractor Qualifications

Bidders shall currently be, and have been, a licensed HVAC and Refrigeration contractor in the State of Florida for a minimum of five (5) years. If a business has not been in operation for at least five (5) years, bidders must provide documentation of sufficient experience.

Bidders shall have sufficient resources and experience to furnish all labor, supervision, tools, equipment and miscellaneous materials necessary, to comply with this specification for HVAC & Refrigeration maintenance, repairs, and replacements.

Bidders must demonstrate prior experience with quarterly and annual maintenance for large multi-facility organizations, such as schools, government buildings, corporations, or hospitals. Contracts should cover at least 100 units. Provide references for three similar contracts completed in the last five years.

Bidders shall provide a copy of all applicable licenses and certifications confirming service technicians are qualified to perform service and repairs at the level recommended by the manufacturer of the equipment covered by this contract.

After the bidding due date and prior to contract execution, the City reserves the right to perform, or have performed, an on-site review of the proposer’s facilities, operations, and qualifications. This review will serve to verify information submitted in the proposal and to assess whether the proposer has the appropriate

resources, staffing, and experience to meet the standards and obligations set forth in the contract. The review may also serve to verify whether the proposer has financial capability and an adequate number of experienced personnel (including technical staff) to meet the contract requirements.

Should the City determine that any proposer, primary contractor, or subcontractor lacks the necessary facilities, personnel, or qualifications to ensure satisfactory contract performance, the City reserves the right to reject the proposal or require corrective action prior to contract award or continuation of work.

### 3.7. General Provisions

Bidders shall comply with all laws and regulations, obtain all permits, licenses and certificates, or approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules and regulations for the proper execution of the work under this specification.

City permit fees will be reimbursed at cost only (no mark-up). A copy of the permit fee invoice / receipt will be attached to and shown as a single line item on the invoice.

Qualified professionals shall perform work in a neat manner, and in compliance with all Federal, State, and City regulations. OSHA rules and regulations shall be followed at all times.

Contractor must comply with Federal and State right-to-know laws if hazardous materials are used. SDS safety sheets shall be made available to all workers and City representatives. Contractor shall report immediately to the City any spillage or dumping of hazardous materials on City property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

### 3.8. Period of Agreement

The initial term of the Contract shall be two (2) years. At the City's sole discretion and subject to the satisfactory performance of the Contractor, the Contract may be renewed for up to two (2) additional years, consisting of two - (1) one-year renewal terms, for a maximum total contract term of four (4) years.

In the event the City provides written notice to the Vendor at least thirty (30) days prior to the expiration of the contract that a replacement solicitation has not been finalized, the contract may be extended on a month-to-month basis under the same terms and conditions. The extension shall continue until terminated by written notice from the City’s Procurement Division or upon execution of a successor contract, whichever occurs first, but shall not exceed six (6) months beyond the original expiration date.

Pricing for any renewal terms will be negotiable only if increases in the industry can be documented. However, unless very unusual and /or significant changes have occurred in the industry, such increases may not exceed 5% per year.

### 3.9. Award of Bid

The City intends to award this Contract to one (1) Primary Contractor and may award to one (1) or more Secondary Contractors.

**Primary Contractor:** The Primary Contractor shall serve as the City's primary provider of HVAC and refrigeration services and shall be responsible for performing all scheduled preventive maintenance, on-call

service, emergency response, repairs, equipment replacement, and other related services required under the Contract.

**Secondary Contractor(s):** At the City's sole discretion, one (1) or more qualified Secondary Contractors may also be awarded contracts to provide supplemental and backup support. Secondary Contractors may be utilized when the Primary Contractor is unavailable, unable to meet required response times, additional resources are needed to address workload demands, or when otherwise determined to be in the best interest of the City. The City makes no guarantee of work to any Secondary Contractor.

Award(s) shall be made to the responsive and responsible Bidder(s) whose proposal is determined to be in the best interest of the City. Award of a contract / contracts will also be made based on the lowest Preventive Maintenance (PM) HVAC and Refrigeration pricing as the "base bid". In evaluating bids, the City may consider, but is not limited to, the following factors:

- Compliance with all bid requirements and specifications;
- Contractor qualifications, experience, and references;
- Availability of qualified personnel and service capabilities;
- Ability to meet required response times;
- Past performance on similar contracts;
- Pricing for preventive maintenance, labor rates, materials markups, and other proposed costs; and
- Any other factors deemed relevant by the City in determining overall value and service capability.

The City reserves the right to reject any or all bids, to waive any informalities or irregularities in the bids received, and to accept the bid(s) that are determined to be in the best interest of the City. The City further reserves the right to award by item, group of items, or in total, to split awards among multiple vendors, and to make modifications to quantities or specifications prior to award. **The City also reserves the right to request clarification of bid information and to make award to the lowest responsive and responsible bidder(s) as determined by the City.**

If, during the term of the Contract, the Primary Contractor experiences recurring performance deficiencies, including but not limited to delayed response times, inadequate workmanship, communication failures, failure to meet contractual requirements, or unreasonable pricing, the City may, at its sole discretion, assign any portion of the work to a Secondary Contractor, including scheduled preventive maintenance services.

Selection of a Contractor shall not be construed as an exclusive agreement or guarantee of work. The City reserves the right to obtain services from other contractors, cooperative purchasing agreements, or City personnel whenever it is determined to be in the City's best interest.

Any City department may utilize the resulting Contract for services covered under this solicitation. The City makes no guarantee regarding the quantity or value of work that may be assigned under this Contract.

### 3.10. Exclusions

The following will not be required of the Contractor:

A. Work on City water supply and drain beyond service lateral.

B. Electrical wiring beyond the equipment disconnect switch with exception of control wiring.

C. Work made necessary by the enforcement of new government codes and building codes that are not in effect on the effective date work is performed.

### 3.11. Payments

Payments will be made monthly upon presentation of an invoice. Invoices will not be paid in advance of services. Payment shall be rendered only for service satisfactorily provided. If unsuitable service has been brought to the attention of the contractor and has not been rectified in 24 hours, that area will be deducted from the month's invoice. All invoices should include the Purchase Order number; the area/building that was serviced and the representative for the building.

Invoices should be mailed to:

City of Winter Haven

Accounts Payable

P.O. Box 2277

Winter Haven, FL 33883

Or emailed to: Finance-AP@mywinterhaven.com

**Prohibited Charges**

**The City shall not pay trip charges, travel charges, fuel surcharges, mileage charges, truck or vehicle charges, mobilization or demobilization charges, administrative or processing fees, shop fees, tariff fees, environmental fees, disposal fees (unless specifically authorized), or any other similar incidental, overhead, or service-related charges not expressly identified in the Contract.**

The Contractor shall furnish all standard tools, vehicles, equipment, and incidental materials necessary to perform the work as part of normal business operations, and the cost of such items shall be included in the Contractor's bid pricing unless otherwise expressly authorized in writing by the City.

- *Ex. No trip charges, fuel surcharges, truck or vehicle charges, administrative fees, or mobilization charges are allowed.*
- *Contractors must provide standard equipment as part of normal operations.*

Rates for work performed during normal business hours will be Monday through Friday from 7:00 am to 5 pm and emergency work performed after normal business hours. Billing will be based on a one (1) hour minimum and billed in 1/4-hour increments thereafter. Invoices must be detailed showing what tasks were performed,

the number and type of workers, the number of hours and 1/4-hours worked, and the date and location where the work was performed. No additional service call/trip fee will be allowed. No set charge for diagnostic services will be allowed. Only the following individual positions will be recognized for billing:

A. Conventional A/C and Refrigeration Technician 20 ton and under

B. Conventional A/C and Refrigeration Technician over 20 ton

C. Chiller Technician

D. Apprentice/Laborer

Invoices must include the minimum following information as it pertains to the service performed.

A. City of Winter Haven and address

B. Vendor name and address

C. Invoice #

D. Purchase Order #

E. Total Due

F. Additional Information

1. Work Tickets with hours and materials
2. Permit Fee Receipt
3. Any single part more than $500 - must provide copy of vendor invoice
4. Warranty Documents
5. Inspection Report
6. Signed quote or estimate

## 4. RISK

Proposers responding to this ITB do so at their sole expense and risk. Subsequent to the issuance of this ITB, the City reserves the right to:

- Make changes to the ITB;
- Cancel this ITB;
- Request clarifications;
- Negotiate modifications to proposals;
- Reject any and all Bids for any reason whatsoever; and

- Proceed with alternative project delivery methods if so desired by the City.

No Bidder is guaranteed the award of an Agreement or any work as a result of being selected or ranked for this project.

## 5. LATE SUBMITTALS

It is the Bidder's responsibility to ensure its Bid is received by the City on or before the time and date specified above and on our Procurement Portal. Under no circumstances will Bids received after the delivery time or at a location other than specified be considered.

## 6. ASSIGNMENT OR TRANSFER

The selected Bidder shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of the City. The City has sole discretion whether or not to consent to any contemplated assignment.

## 7. REQUIRED INDEMNIFICATION

The Bidder shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and other persons employed or utilized by the Bidder in the performance of the contract.

## 8. TERMS AND CONDITIONS - GENERAL PROVISION CLAUSES

### 8.1. GENERAL CONDITIONS

Bidders are required to submit their proposals subject to and upon the following express conditions:

A. Bidders shall thoroughly examine the specifications, instructions, all other Contract Documents, visit the site of this project (if applicable) and fully acquaint itself, at its own risk, with all conditions which may affect completion of this project and/or delivery of bid items. Prospective Bidders, subcontractors and suppliers are encouraged to attend a pre-bid conference and site visit if announced in the advertisement for bid and/or included in specifications. Work areas to be examined during the site visit may contain hazardous materials or conditions. Attendees should review the information and safety precautions set forth in the Bid Documents to determine for themselves appropriate protective clothing or equipment. Attendees further agree to indemnify and hold the City of Winter Haven harmless from any and all claims of personal injury arising from their participation in the site visit.

B. These Terms and Conditions and any contract documents related hereto are subject and subordinate to any existing or future state, federal, or local law, regulation, or written policy, which may be applicable hereto, including any applicable building codes.

C. **PUBLIC RECORDS**

City and Contractor agree that Contractor shall comply with Florida's public records laws to specifically include the following:

Public Records. Contractor agrees to:

i) Keep and maintain public records required by the public agency to perform the service.

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

iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

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

D. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 863-291-5600, records@mywinterhaven.com; 451 THIRD ST NW, WINTER HAVEN, FLORIDA 33881.**

If the Contractor does not comply with a public records request, City shall enforce the contract provisions which may include immediate termination of contract.

E. It shall be understood and agreed that by the submission of a proposal, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers, or agents from any and all damages including but not limited to attorneys' fees, and costs, that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the Contractor is not the patentee, assignee, licensee, or lawfully entitled to sell same.

F. It is the intent of the City of Winter Haven that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise Procurement at the address noted in the solicitation, if any language, requirements, etc. inadvertently limits the requirements stated in this Invitation to Bid to a single source. Such notification must be received in writing by Procurement not later than ten (l0) days prior to the bid opening date.

G. Bidders must possess any applicable business, contractor, or occupational licenses at the time of submission of the Bid. The City may request proof of such licensure. Bidders shall also obtain all permits required for this project.

H. The City shall be entitled to rely on the written representations of the Bidder. No claims shall be paid by the City unless in writing and approved by the City. Additionally, sovereign immunity is not waived as to any verbal representations or comments made by the City.

I. Unless detailed elsewhere in the bid documents, proof of insurance naming the City as an additional insured shall be required of the successful bidder (on any project requiring work, labor, and/or installation on City property) with the following minimum coverage: workers compensation, general liability, and automobile insurance in an amount and form acceptable to the City, with limits of no less than one-million dollars.

## 8.2. TRADE SECRETS / PROPRIETARY INFORMATION

A. To qualify any submitted information as “trade secret”, or confidential, the bidder/proposer must mark each page of the submitted proposal or specific portion of a document as “trade secret”. All material designated as such must be separated from all non-trade secret material, such as being submitted in a separate document clearly titled as “TRADE SECRET – DO NOT DISCLOSE”. If the City receives a public records request for a document or information that is marked and certified as a trade secret, the City shall release all other documents not designated as protected trade secrets in accordance with applicable public records laws.

B. To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “trade secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. Proposers should provide a redacted copy of the proposal with the original submittal.

## 8.3. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

A. ACCEPTANCE: The Seller shall be bound by the Purchase Order and its terms and conditions when it delivers the goods ordered or renders the services ordered by the City.

B. APPLICABLE LAW: Any contract entered into pursuant to this bid shall be construed in accordance with the laws of the State of Florida. Venue for any action or proceeding concerning this contract shall be in the State Courts of Polk County, Florida.

C. CHANGES: The City, without invalidating the Contract, may order changes, including additions, deletions, or modifications. The Parties recognize that said changes may affect price and time for performance, in which event appropriate adjustments will be considered. All such changes in the work shall be authorized in writing, signed by the City Manager or his designee, or the Procurement Manager in a manner consistent with contract documents. The price and the time for performance may be changed only by Change Order Request. By written instructions to the Contractor, the City may make minor changes in the work which are consistent with the purpose of the work and which do not change the contract price or time for completion. Procurement is to be notified of any proposed changes in: (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Order Request issued and signed by the Procurement Manager.

D. CITY: The City of Winter Haven, Florida or its authorized representative.

E. CONTRACT: The Contract executed by the City and the Contractor, and shall include all Contract and Bid Documents.

F. CONTRACTOR: The successful bidder who enters into a Contract with the City to complete the project.

G. DEFAULT: Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice. The defaulting Contractor may, at the discretion of the City, be charged the increase in costs of obtaining the goods/services elsewhere.

H. DOCUMENTS: The Bid Documents consist of the Invitation to Bid, Terms and Conditions, Construction Agreement, Contract Bond, Special Provisions, Specifications, Technical Specifications, Proposal and Bid Form, Engineering Plans or Drawings prepared for a project, Addenda issued during the bidding period, and Change Orders issued after the Contract is let.

I. INDEMNIFICATION: As specified in the bid documents.

J. INSPECTION: The goods and services purchased are subject to the inspection and approval of the initiating department. The City reserves the right to reject goods and services which do not conform to provisions of the Purchase Order.

K. INSURANCE: As specified in the bid documents.

L. LIMITATION ON MUNICIPAL INDEMNITY: To the extent that the contract or agreement calls for the City to indemnify any party thereto, the following sentence shall be appended to the indemnity and shall control the indemnity as if set forth therein:

1. "Provided, however, that regardless of whether any such obligations incurred hereunder are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the City of Winter Haven under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to section 768.28, Florida Statutes, as that section existed at the inception of this Contract or Agreement." Provided further, no waiver of the City's sovereign immunity is intended to be made herein.

2. The addition of this language shall not be construed to create City indemnifications where none are expressly made in the terms and conditions of the contract or agreement.

M. ONLINE SOLICITATION: The City utilizes an internet based system (e-procurement platform) at https://procurement.opengov.com/portal/winterhavenfl to post solicitation opportunities which may be in the form of an Invitation for Quote, Invitation to Bid, a Request for Proposals, a Request for Qualifications, and/or other solicitation as more specifically identified by the City in its posting.

N. PLATFORM: The City's internet based online solicitation system is identified as and located at https://procurement.opengov.com/portal/winterhavenfl. The Platform is utilized by the City and the Suppliers to: 1) allow Suppliers to register and manage their company records; 2) City posts and issues solicitation packages for Suppliers from inception to award of a solicitation; 3) allows Suppliers to submit a response online, electronically, through the Platform; 4) allows Suppliers to view all public record documents related to the Online Solicitation.

File Uploads - All electronic files uploaded must be in a common format accessible by software programs the City uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf.). Suppliers will not secure, password protect or lock uploaded files; the City must be able to open and view the contents of the file. Suppliers will not disable or restrict the ability of the City to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The City may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.

O. STATEMENT OF ASSURANCE: No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City it will:

1. not engage in employment practices that have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status

2. will submit such reports as the City may thereafter require to assure compliance.

P. SUB-CONTRACTOR: An individual, firm, company, corporation, association, society or group which enters into a contract with the Contractor to do a portion of the work on this project.

Q. TITLE: The risk of loss of goods covered by the Purchase Order shall remain with the Seller until the goods have been delivered to a designated site and actually received by the City. Any damage to the material and equipment, or loss of any kind, occasioned in transit shall be borne by the Seller.

R. WARRANTY: The Contractor shall not incorporate in the work of a project any materials or equipment subject to a chattel mortgage, a conditional sales contract, or any other agreement permitting a Vendor to retain an interest. The Contractor shall warrant clear title to all materials and equipment incorporated in the work; when the project is completed, the Contractor shall deliver to the City the improvements it has incorporated free of any lien or claim. The provisions of this section shall be included in all contracts with Vendors and Sub-Contractors. Vendors who furnish materials without a formal contract shall be given notice by Contractor that this provision exists.

## 8.4. INTERPRETATIONS OR ADDENDA

A. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof--to include any error, omission, discrepancy or vagueness. Every request for such an interpretation shall be made in writing to the City Procurement Manager. Any inquiry received prior to the cut-off time and date for questions will be given consideration. Where necessary, interpretations made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of Procurement. In addition, all Addenda will be posted for review by the General Public on the City e-procurement platform: https://procurement.opengov.com/portal/winterhavenfl

B. A notification will be emailed to vendors registered for that particular bid on the OpenGov platform.

C. The City shall not be responsible for the safe delivery of the Addenda/email notification. It shall be the Bidders' responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not.

## 8.5. MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

A. Unless specifically set forth in the specifications, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to unfairly limit competition. The bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate on the bid form, the manufacturer's name and number. Bidder shall submit with their proposal descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy the provision. The bidder shall also explain in

detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection within the discretion of the City.

B. **Alternate bids will not be considered unless alternate bids are specifically required by the technical specifications. (For purposes of these Terms and Conditions, Alternate bids shall mean any bid which deviates from the specific type of product; method of construction; or plans specified in the Invitation to Bid.)**

## 8.6. SAMPLES

A. Samples of products, when called for, must be furnished free of expense and may, upon request, be returned at the Bidder's expense. Each individual sample must be labeled with Bidder's name, manufacturer's name brand name and number, bid number and item reference. Unsuccessful Bidders can reclaim samples upon payment of postage, delivery, or pick-up charges, if any. Successful Bidder's samples shall remain with the City until performance under the contract has been completed. If forwarding instructions, or pick-up, is not made by Bidder within ninety (90) days of the bid opening, the commodities shall be disposed of by the City.

## 8.7. PROTEST PROCEDURES

The City of Winter Haven encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner without fear of retribution on the part of a vendor or person, the following shall apply:

A. All formal Invitations To Bid shall include the following statement: **"NOTE: THE FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF WINTER HAVEN, FLORIDA, SHALL CONSTITUTE A WAIVER OF BIDDERS PROTEST AND ANY RESULTING CLAIMS."**

B. **RIGHT TO PROTEST:** Any aggrieved, actual or prospective bidder in connection with a solicitation or pending award of a bid or contract may protest to the Procurement Manager.

C. **NOTIFICATION:** Procurement shall post all recommendations of award for review by the general public on the City's e-procurement platform: https://procurement.opengov.com/portal/winterhavenfl. A notification will be emailed to vendors who are registered for that particular bid on the platform.

D. **INITIAL NOTICE:** Any person adversely affected by an intended decision or action with respect to the initial recommendation of award of any bid or action shall file with the City's Procurement Manager a written notice of intent to file a protest. For the purpose of computation, the initial notice of intent to file a protest must be received by the Procurement Manager no later than three o'clock (3:00) p.m. on the third (3rd) workday following the e-mailing date of the notice of the initial recommendation of award (excluding Saturdays, Sundays and legal City holidays). In addition, a non-refundable protest

bond (the "Bond") in the amount of one thousand dollars ($1,000.00) in the form of a cashier's check payable to the City of Winter Haven must be submitted with the initial notice of intent to file a protest. The initial notice of intent to file protest must be in writing and shall state the basis of the protest (recommendation of award protest or other) and clearly indicate that its purpose is to serve as the initial notice of intent to file a protest. Failure to clearly indicate its intent or failure to provide a Bond shall constitute a waiver of the right to seek any remedy provided under these protest procedures. Upon the timely receipt of an initial notice of intent to file a protest and the required Bond, the Procurement Manager shall toll (put on hold) any further actions related to the recommendation of award (except as noted below). Should the affected party decide to withdraw its initial notice of intent to file a protest during the tolled action the Bond will be refunded in full. This is the only reason the City will refund the Bond other than a finding in favor of the protestor.

A. If during tolled action, the City Manager determines that an Emergency Purchase is necessary, as defined in this Procurement Manual, action may be taken to secure the goods or services.

E. **FORMAL NOTICE:** Any person who has filed an initial notice of intent to file a protest, as described above, shall file a formal written protest within ten (10) calendar days after the date of the filing of the initial notice of intent to file a protest. Any amendment to the formal written protest shall be in writing and received by the Procurement Manager within ten (10) calendar days of the date of the initial notice of intent to file a protest. No amendments to the protest will be allowed after the ten (10) calendars day period has expired. The formal written protest shall contain the following:

1. City bid number and/or title (if applicable).
2. Name and/or address of the City department, division or agency affected (if known).
3. The name and address of the affected party, and the title or position of the person submitting the protest.
4. A statement of disputed issues of material fact. If there are no disputed material facts, the written letter must so indicate.
5. Concise statement of the facts alleged and of the rules, regulations, statutes ordinances and constitutional provisions entitling the affected party to the relief requested.
6. The statement shall indicate the relief to which the affected party deems himself/herself entitled.
7. Such other information as the affected party deems to be material to the issue.

F. **PROTEST MEETING:** The Procurement Manager will notify all parties and schedule a protest meeting. The protest will be presented to the Protest Committee, which shall be made up of three (3) members consisting of the Assistant to the City Manager or designee who will serve as the Chairperson, the Assistant Director of Financial Services or designee and the Procurement Manager or

designee. The City Attorney or designee shall be present and act in an advisory capacity to the Protest Committee. The Protest Committee shall meet with the protesting party within fourteen (14) workdays (excluding Saturdays, Sundays and legal City holidays) of receipt of the formal written protest. The response time may be extended, if necessary. All affected parties will be notified of the location, date and time of the Bid Protest meeting and will be allowed the opportunity to make their presentation to the Bid Protest Committee. The parties may bring a representative if they so choose. The Procurement Manager or designee shall present the background for the protest to the Committee. The purpose of the protest meeting is: 1) to question and review the basis of the protest; 2) to evaluate the facts and merits of the protest and 3) gather information in order to submit a recommendation to the City Manager. The agenda for the protest meeting will be:

1. The User Department will present the background as to why the recommendation for award was made or why the vendor was not selected.
2. The protesting party or their representative will speak to how they were adversely affected by the decision of the City of Winter Haven.
3. Any other affected parties or their representative will be given the opportunity for rebuttal and to present any facts that they deem are relevant to the protest.
4. During the meeting, the Protest Committee may ask questions of all parties as necessary.

G. The Protest Committee will render their recommendation in writing to the City Manager within five (5) workdays of the bid protest meeting. The City Manager may conduct an evidentiary hearing, if there are disputed issues of material fact. The City Manager will conduct a review and make a final written decision within ten (10) workdays after receipt of the recommendation; date of the hearing; or the review, whichever is later. The City Manager's decision shall be final and binding. No further protests of the action in question will be heard by the City.

H. Any person who is aggrieved by the final and binding decision of the City Manager shall be entitled to a review of the final and binding decision by the 10$^{th}$ Judicial Circuit Court of Polk County, Florida by filing an appropriate petition with the Clerk of the Court within 30 calendar days following the rendering of the City Manager's final and binding decision.

## 8.8. PROPOSALS

A. Submittals must be received no later than the time and date specified in the solicitation and submitted via the e-procurement platform. No bid will be accepted after the specified deadline on the OpenGov platform and/or any other electronic platform utilized by the City for such purposes.

B. The Procurement Manager may elect to cancel or postpone a bid at any time prior to the time and date set to open bids.

C. Sealed bids, proposals, or replies received by the City pursuant to an Invitation to Bid are exempt from disclosure under s.119.07(1) and s.24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

D. If the City rejects all bids, proposals, or replies submitted in response to an Invitation to Bid and the City concurrently provides notice of its intent to reissue the Invitation to Bid, the rejected bids, proposals, or replies remain exempt from disclosure under s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued Invitation to Bid or until the City withdraws the reissued Invitation to Bid. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

E. Bid and all affidavits should be submitted on the form furnished by the City and completed by the Bidder without additions, modifications, deletions, and erasures. Bids not submitted on attached bid form may be rejected. All corrections made by Bidder to their bid must be initialed. Each Bidder shall submit its proposal on the e-procurement platform as specified on the Invitation to Bid. It is the Bidder's responsibility to assure that its bid is submitted by the proper time of the bid opening. Bids which are not received, as set forth herein, may not be considered.

F. Telegraph, telephone, e-mail, electronically transmitted, posted (USPS, FedEx, UPS, etc.) or facsimile (FAX) bids will not be considered. Bids may be modified provided such modification is submitted on the platform prior to the time and date set for the bid opening. Each Bidder shall be solely responsible for the costs associated with preparation and submittal of its bid.

G. **BIDS RECEIVED AFTER THE TIME AND DATE SET FOR THE BID OPENING WILL NOT BE CONSIDERED.**

## 8.9. PRICES, TERMS, AND PAYMENT

A. Prices shall be firm and good for ninety (90) days after the bid opening and shall include all labor, materials, supplies, equipment, overhead, profit, insurance, applicable taxes, packing, shipping charges, and delivered to any point designated by the City.

B. **Taxes:** (For purchase of products only) - Bids shall not include federal excise or state sales taxes in bid prices of products only as these are not applicable to municipalities.

C. **Discounts:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted. Any discount offered shall allow no less than fifteen (15) days for payment.

## 8.10. SUBMITTING A "NO BID" OR A "NO CHARGE"

A. Bidders who wish to not bid on some of the item(s) sought by this solicitation must mark those item(s) as "No Bid." However, if some of the item(s) are being offered at no charge, then bidders must mark those item(s) as "No Charge." Items that are left blank shall be considered a "No Bid" for that item, and the bid shall be evaluated accordingly.

## 8.11. MISTAKES; INACCURACIES; INCOMPLETE INFORMATION

A. Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

B. **In the purchasing of goods or supplies, without labor, where the bid contains a mistake in extension or total bid amount, the unit price will govern.** The City shall be entitled to presume that a mistake has been made where the unit price and total or extension do not equate.

C. The City reserves the right to contact bidders, telephonically or in writing, to clarify inconsistent, inaccurate, or confusing information regarding the proposal submitted. As well, the City reserves the right to demand the execution or re-execution of the proposal, affidavit, or certification required to be accompanied with the bid proposal, when it appears to the City that the deficiency was an oversight in good faith. It shall be presumed that bid responses submitted without a signature are non-responsive and shall not be considered for clarification or correction.

## 8.12. SAFETY STANDARDS

A. Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of federal, state, and local law, including, but not limited to the Occupational Safety and Health Act and REGULATIONS OR STANDARDS THEREUNDER.

## 8.13. INVOICING AND PAYMENT

A. The Contractor shall be paid upon submission of proper invoices to the City at the prices stipulated in the contract at the time the order is placed, after delivery and acceptance of the goods, less deductions, if any, within thirty (30) calendar days after approval of invoice by ordering department and the Finance Department of the City. If a cash discount is taken by the City on a prompt payment invoice, payment shall be made within the time specified, but not less than fifteen (l5) days. Contractor(s) shall include the purchase order number on invoices for purchases against any contract resulting from this bid. An original and one (l) copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence. No overcharge will be paid. In the event the successful bidder submits an invoice with an overcharge, a credit memo must be submitted by the bidder to correct such overcharge. Any

applicable discounts that apply as a result of this contract will be taken even though the allowable time has lapsed due to the time awaiting credit memorandums.

## 8.14. WITHDRAWAL OF PROPOSALS

A. A bidder may withdraw its proposal prior to the time fixed for the bid opening. A bidder may also withdraw its proposal if the City does not accept it within ninety (90) calendar days after the date fixed for the bid opening after proper written notification is received by Procurement. Notwithstanding any withdrawal, all bid documents received by the City shall remain the property of the City of Winter Haven.

## 8.15. REJECTION OF BIDS

The City may reject a bid if:

A. The Bidder mis-states or conceals any material fact in the bid, or if,

B. The bid does not strictly conform to the law or the requirements (including the terms and conditions set forth herein) of the bid, or if,

C. The Bidder's bid is submitted in a manner to limit competition.

Within applicable Spending Approval Thresholds, a Department Director, the Procurement Manager, the City Manager and the City Commission shall have the right to reject all bids and request the entire transaction be rebid in the best interests of the City. The City may also waive any minor informalities, irregularities or technicalities in any bid.

## 8.16. STATEMENT OF BIDDER'S QUALIFICATIONS

A. Each bidder shall, upon request of the City, submit a statement of the Bidder's qualifications, its experience record in furnishing a particular commodity or constructing any type of improvements embraced in the Agreement, its organization and equipment available for the work contemplated, and, when specifically requested by the City, appropriate financial information which would assist in determining bidder’s ability and solvency to perform work contemplated by the Agreement. The Bidder may also be requested to furnish references which the City may use to verify claims of competency. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract; and the Bidder shall furnish the City all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City that the Bidder is qualified to carry out properly the terms of the Contract.

## 8.17. AWARD OF CONTRACT

Notwithstanding the provisions of the Local Preference Ordinance:

A. The City reserves the right to award contract(s) to more than one Bidder, to split awards, to award contracts by item or group of items, to make partial awards, or to decrease or increase any or all quantities that is in the City's best interest.

B. In evaluating and making any award of a bid to the lowest most responsive bidder, the City may take into consideration a bidder's previous work performance with the City based on information in completed City Contractor Evaluation Forms for a previous project and/or any negative feedback from references provided. Information on such completed City Contractor Evaluation Forms and/or negative references may be the basis for a decision by the City to either reject a bid or not award a bid as determined by the City in its best interests.

C. The Bidder may qualify its bid for acceptance by the City on an "All or None" basis. An "All or None" basis bid must include all items upon which bids are invited. Bidders are hereby notified that a bid submitted on an "All or None" basis is at risk for rejection in instances where the City may deem it necessary to split or divide a project as set forth herein. Bidders shall denote on the front page of the bid proposal as to whether the bid is an "All or None" bid.

D. A written award of acceptance or a signed Purchase Order mailed or otherwise furnished to the successful Bidder results in a binding contract without further action by either party. The signed Purchase Order authorizes the Bidder to submit the product(s).

E. After issuance of a notice of intent to award and no protests having been timely filed, award shall be made to the lowest, responsive and responsible bidder (or as specified in the bid documents). Additional criteria as set forth in the ITB will be considered in the award of the bid. The lowest responsive and responsible bidder will be determined after evaluation of the bid by the user department/division and their consultants, when applicable. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered as criteria if noted in the bid documents:

    a. Contractor evaluations – quality of performance on previous projects.

    b. Ability, capacity, equipment and skill of the bidder to fulfill the contract.

    c. Ability of bidder to fulfill the contract within the time specified, without delay or interference.

    d. Character, integrity, reputation, judgment, experience and efficiency of the bidder.

    e. Previous compliance by the bidder with laws and ordinances relating to the contract.

    f. Sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.

    g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.

h. Ability of the bidder to provide future maintenance and service, as required or needed.

i. Number and scope of conditions attached to the bid.

j. City Commission shall make bid awards for purchases of $50,000.00 or greater, if funds are budgeted and there is no successful bid protest. Work shall not begin until issuance of a Purchase Order, Notice to Proceed, or a contract is executed by the City Manager, as applicable.

F. Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political or ideological interests.

## 8.18. EXTENSION

A. In addition to any renewal options, if any, the City has the right to extend any award resulting from this solicitation for the period of time necessary to release, award, and implement a replacement agreement for the commodities and/or contractual services provided. Such extension shall be based upon the same prices, terms, and conditions.

## 8.19. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

A. The City of Winter Haven encourages and agrees to the successful bidder extending the pricing, terms, and conditions of this solicitation and any resulting contract (if there is any such resulting contract) to other governmental entities at the discretion/option of the successful bidder.

## 8.20. LOCAL PREFERENCE ORDINANCE

A. **THE CITY OF WINTER HAVEN, FLORIDA HAS ENACTED ORDINANCE NO. O-10-17, RELATING TO A POLICY OF LOCAL PREFERENCE IN CONJUNCTION WITH THE PURCHASE OF GOODS AND SERVICES;**

B. Where competitive bids are received for the purchase, or contract for, personal property or contractual service, the city commission, city manager or purchasing agent may give local preference to local vendors as defined herein and shall implement such policy in the following manner:

C. Except as exempted in this policy, local vendors, defined as any business having a physical location within the City of Winter Haven's utility service area at which employees are located and from which business is regularly transacted, shall be given preference in the purchasing of goods and services when bids are sought as follows:

1. When bids are received and the lowest bid price does not exceed $15,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service

area and is within 6% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or

2. When bids are received and the lowest bid price does not exceed $25,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 5% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
3. When bids are received and the lowest bid price does not exceed $50,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 4% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
4. When bids are received and the lowest bid price does not exceed $150,000.00 and the vendor offering the low bid is located outside the City limits of Winter Haven, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 3% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
5. When bids are received and the lowest bid price does not exceed $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is within 2% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City, or
6. When bids are received and the lowest bid price exceeds $250,000.00 and the vendor offering the low bid is located outside of the City of Winter Haven's utility service area, and the next lowest price is offered by a vendor located within the City of Winter Haven's utility service area and is

within 1% of the lowest price offered, then the Winter Haven vendor shall be given the opportunity to match the lowest price offered, and if agreed to, the Winter Haven vendor will be awarded the bid as long as the Winter Haven vendor is otherwise fully qualified and meets all bid requirements as determined by the City.

D. The provisions of this ordinance shall not apply to the purchasing of goods and/or services by the City of Winter Haven involving the following entities and/or situations as follows:

1. Purchase and or sale of real property,
2. Bids that meet the criteria of Florida Statute 255.0991, subsection (2), or are prohibited thereby,
3. Bids for contracts that are being funded by an outside source or agency that does not allow for a local preference, or that stipulates the award criteria,
4. Proposals related to Florida Statute 287.055 (Consultants Competitive Negotiation Act).
5. The purchase of personal property to the extent governed by Florida Statute 287.084.
6. Any other purchases that are determined by the City to be exempt from the local preference policy established herein.

**8.21. PERFORMANCE**

A. Contractor shall keep the City advised at all times of status of order. Default in promised delivery of supplies, completion of project, or failure to meet specifications authorizes the City to terminate the Contractor's right to proceed with the order/work by giving the Contractor written notice, and to purchase supplies/services elsewhere, and charge full increase of cost and handling to defaulting Contractor.

B. The Contract shall not be terminated nor the Contractor charged with liquidated damages (if otherwise provided for in the contract documents) because of any delays due to unforeseeable cause beyond the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the City, fires, floods, epidemics, strikes, (with which the Contractor has no direct connections), and unusually severe weather. The Contractor shall, within ten (l0) calendar days from the beginning of such delay, notify the City, in writing, of the cause for the delay. If, in the opinion of the City, the failure of Contractor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the Contractor has no control, said delay in performance may be excused.

C. The Contractor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead it’s want of knowledge of said contingent work as an excuse for delay in its work or for the non-performance thereof.

## 8.22. SERVICE AND WARRANTY

A. Unless otherwise specified, the Bidder shall define any warranty service and replacements that will be provided during and subsequent to this contract. Bidders must explain on an attached sheet to what extent warranty and service facilities are provided.

## 8.23. GOVERNMENTAL RESTRICTIONS

A. In the event any governmental restrictions may be imposed which would necessitate alteration of the materials, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the contractor to notify Procurement immediately after learning of such restriction, including indicating in writing the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

## 8.24. PRICE AND ADJUSTMENTS

A. Any price decrease effectuated during the Contract period, either by reason of market change or on the part of the Contractor to other customers, shall be passed on to the City.

## 8.25. EQUAL EMPLOYMENT OPPORTUNITY

A. No bids submitted shall be considered unless the Bidder warrants that upon execution of a Contract with the City, it will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, sex, national origin, age, disability, or marital status, and will submit such reports as the City may thereafter require to assure compliance.

## 8.26. OCCUPATIONAL HEALTH AND SAFETY (FLORIDA RIGHT-TO-KNOW-LAW)

A. In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this bid, which contains a toxic substance as listed on the FLORIDA SUBSTANCE LIST, shall be accompanied by a Material Safety Data Sheet (MSDS) which product shall be labeled as such as well. These MSDS shall be forwarded to: City of Winter Haven, Human Resources Division, P.O. Box 2277, Winter Haven, Florida 33883-2277.

B. The MSDS shall be maintained by the City and must include the following information:

1. The Division/Department to which the material was shipped.
2. The chemical name and the common name of the toxic substance.
3. The hazards or other risks in the use of the toxic substance, including: (1) The potential for fire, explosion, corrosivity, and reactivity;(2) The known acute health effects and chronic health effects of risks from exposure to the toxic substance, including those medical conditions which are

generally recognized as being aggravated by exposure to toxic substance; and (3) The primary routes of entry and symptoms of overexposure.

4. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
5. The emergency procedures for spills, fire, disposal, and first aid.
6. A description of the known specific potential health risks posed by the toxic substance, which description is written in lay terms and is intended to alert any person who reads this information.
7. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

**8.27. TIE BIDS**

A. The Procurement Manager shall make award of all tie bids. In accordance with Florida law, a firm which is a drug-free workplace shall have precedence. In the event that both or neither firm is a drug-free workplace, tie bids may be awarded to one of the bidders based on any of the criteria listed below (in descending order), or as otherwise directed by the Procurement Manager to comply with all of the provisions of the Purchasing ordinance:

1. Where tie bids are between bidders, one of which is a business whose principal place of business is located in the Winter Haven utility service area and the other bidder is not, the recommended award shall be to the bidder located in the Winter Haven utility service area.
2. Where tie bids are between bidders, one of which is a business whose principal place of business is located in Polk County and the other bidder is not, the recommended award shall be to the bidder located in Polk County.
3. Availability or completion period.
4. Previous vendor record on similar projects or requirements.
5. Business location closest to Winter Haven.

**8.28. *NOTICE***

A. **A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the**

**threshold amount provided in Section 287.0l7, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

B. **A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more if that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company: (a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, or is engaged in a boycott of Israel;**

## 8.29. SCRUTINIZED COMPANIES

A. Contractor acknowledges that Section 287.135, Florida Statues, prohibits a Florida entity from bidding on, submitting a proposal for, or entering into or renewing a contract with the City for goods or services as detailed in said statute and further, requires the entity to furnish an affidavit signed by an officer or representative under penalty of perjury concerning scrutinized companies. Any contract for goods and/or services will be subject to termination by the City if the Contractor has been found to have violated the relevant provisions of Section 287.135 of the Florida Statutes.

## 8.30. UNAUTHORIZED ALIEN(S) / E-VERIFY

A. The VENDOR agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

B. By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System, a U.S. Immigration and Customs Enforcement program, to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination.

C. Register online for E-Verify at **https://www.vis-dhs. com/EmployerRegistration** which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the

employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit **www.dhs.gov/e-verify** or contact USCIS at **1-888-464-4218.**

**8.31. NO COERCION FOR LABOR OR SERVICES / HUMAN TRAFFICKING**

A. Contractor acknowledges that Section 787.06 of the Florida Statutes requires each nongovernmental entity that is executing, renewing, or extending a contract with a public governmental entity to provide the governmental entity with an affidavit signed by an officer or authorized representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as those terms are defined by law. Contractor/Consultant agrees to furnish the City with the necessary affidavit signed by an officer or authorized representative of the Contractor/Consultant under penalty of perjury at any time and upon request.

**8.32. FOREIGN COUNTRIES OF CONCERN**

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

Contractor must certify that:

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

**CONSTRUCTION-RELATED CLAUSES**

The Construction-Related Clauses shall apply to all work done on this project by either the Contractor or by any Sub-Contractor engaged to do a portion of the work. The Contractor shall supply each of its Sub-Contractors with a copy of all of the Terms and Conditions and all other contract documents.

## 8.33. ERRORS

A. If either the Contractor or its project superintendent discovers any error, omission, or vagueness in the Contract Documents, it shall report this discovery to the City immediately upon learning of same. Work done after such a discovery and before the City corrects the error, omission, or vagueness shall be at the Contractor's risk.

## 8.34. UNIT PRICES

A. The unit prices for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as non-responsive. The special attention of all Bidders is called to this provision for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent for work not covered in the Drawings and Technical Specifications.

## 8.35. PERMIT FEES

The successful bidder shall pull all required building permits, pay fees, and shall submit for reimbursement. These fees shall not be included in the bid. These fees will be reimbursed, at cost, as a separate pay item. Permit fee receipt shall be submitted as part of invoice.

## 8.36. SALES TAX SAVINGS PROCEDURE / OWNER DIRECT PURCHASES

This procedure will be in accordance with Florida Administrative Code 12A-1.094 Public Works Contracts, and Florida Statute 212.08(6).

The **City** reserves the right to purchase all equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major equipment, materials, and supplies. When the **City** exercises this option the following procedures shall be used for ordering, receiving, and paying for the component(s) selected.

A. BID PRICES

1. The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

B. ORDERING

1. The **City** may exercise its right to direct purchase any component of the bid in order to save the sales tax on the selected component, which may include equipment, materials, and supplies contained within the bid. The items selected will then be purchased directly from the vendors that

the contractor used to submit their bid to the **City** and therefore made a part of the construction contract executed with the **City.** The **Contractor** shall fully cooperate with the **City**, providing information for the preparation of purchase orders for these direct purchases, monitoring deliveries, and approving invoices.

2. Following receipt of a sales tax savings form from the contractor, the **City** will issue a purchase order, and certificate of entitlement, to the material supplier for the component selected for owner direct purchase (ODP). The purchase order, and certificate, will be sent to the **Contractor**, who shall verify that the order was issued correctly, and if so, send to the material supplier. A separate form shall be used for each item or group of items selected for ODP.
3. **The contract will be reduced by the amount of all construction materials plus taxes selected by the City, for direct purchase.**

C. EXPEDITING

1. The **Contractor** shall be responsible for expediting delivery to ensure that material is received on time to maintain the construction schedule.

D. RECEIPT

1. The **Contractor** shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The **Contractor** and subcontractors shall be responsible for the safe care, custody and control of all materials.

E. BILLINGS / PAYMENTS

1. All ODP's shall be billed to the **City** in care of the **Contractor.**
2. The **Contractor** shall check all invoices for accuracy and completeness when received. The **Contractor** shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.
3. Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the **City**.
4. The **Contractor** shall prepare a direct purchase report for the **City** upon submittal of each pay request.

F. OTHER CONSIDERATIONS

1. The **City** shall have title to all items of which any payment has been made under these provisions.
2. The **City** shall have the assumption of the risk of damage or loss at the time of the purchase.

3. The selection of ODP for any item(s) contained within the bid does not relieve the **Contractor** from liability for that item as it may related to the quantity ordered, the maintenance and care of the item when delivered, or the installation or incorporation of the item in the work to be performed in accordance with the contract documents.
4. The **City** shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.
5. To be entitled to purchase materials tax exempt for a public works project, a governmental entity is required to issue a Certificate of Entitlement to each vendor and to the governmental entity's contractor to certify that the tangible personal property purchased from that vendor will go into or become a part of a public works.

## 8.37. INSPECTION

A. For the City, the Contractor shall provide facilities for safe and convenient access to any completed work, work-in-progress, and preparation for work to be done.

B. The City shall examine the work to assure its conformity with the Contract Documents, including Plans, Specifications, and requirements. The City will assist the Contractor in correctly interpreting the Plans, Specifications, and other Contract Documents, but this assistance will not require that the City give early notice of rejection of work or materials.

1. The examination and/or assistance by the City shall not relieve the Contractor of the Contractor's responsibility of any actions it may take or neglect by Contractor or its Sub-Contractors in performing the work.
2. The City will not be responsible for Contractor's means, methods, techniques, sequences of starting, stopping, or resuming work, or procedures of construction, or the safety precautions and programs incident thereto, and the City will not be responsible for Contractor's failure to perform the work in accordance with the Contract Documents.
3. The City will not be responsible for the acts or omissions of Contractor or any Sub-Contractors, or any of Contractor's agents or employees.
4. Neither the City's authority to act under these Contract Documents, nor any decision made by the City in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the City to Contractor, any Sub-Contractor, any materialman, fabricator, supplier or any of their agents, or employees or any other person performing any of the work.

C. The City shall retain authority to make a final decision in any matter which involves interpretation of Plans and other Contract Documents, including: quality and quantities of materials used, construction and progress of work, work completed and estimates.

D. If the City finds any materials or work faulty, it shall so inform the Contractor; the Contractor shall replace, at its expense, and as soon as possible, said faulty materials or work. If the Contractor does not replace the faulty materials or work within a reasonable length of time, the City may stop the work, furnish materials and men to replace the faulty work, and deduct the expense incurred by the City from the amount due, or which will become due the Contractor.

E. The City may reinspect work which has been passed and it shall be permitted to reject faulty work which existed but was not apparent at the time of a previous inspection.

F. The City may order the Contractor to uncover work which has been covered without the consent of the City. The Contractor shall bear the expense of the extra work. The City may order the Contractor to uncover work which has been covered with the consent of the City. If the questioned work is found to be without fault, the Contractor may charge the City for this extra work; if the questioned work is found faulty, the Contractor shall bear the expense of the extra work.

## 8.38. SUPERVISION

A. The Contractor shall maintain a competent superintendent, who fulfills the City's requirements, on this project at any time work is in progress and furnish efficient and skilled supervision of all work. The Contractor may change project superintendents only if the change is approved by the City or if the Contractor discharges the project superintendent for cause. If the Contractor is not present, the City shall be permitted to consider the project superintendent the Contractor's agent; and the City shall consider instructions given to the superintendent as binding as instructions given to the Contractor.

## 8.39. ACCIDENT PREVENTION

A. No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

B. The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of Contractor's prosecution of the work. Machinery, equipment and all hazards shall be guarded in accordance with safety provisions to the extent that such provisions are not in conflict with applicable laws.

C. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with these reports.

## 8.40. CLAIMS FOR EXTRA PAY

A. If the City issues written instructions which the Contractor believes will involve extra work and cost, the Contractor may assert a claim for extra cost only if it gives written notice to the City Manager or his designee, or the Procurement Manager immediately after it receives the instructions and before it complies with those instructions. **The Contractor may assert a claim for extra cost without advance written notice only if immediate compliance with the instructions given by the City is necessary to meet an emergency which endangers life or property**. If the Contractor asserts a claim for extra pay, the City may cancel the instructions and deny the claim or follow the procedure described in section "2) c) CHANGES". The cost or credit to the City from a change in the work shall be determined from price information in the Bid Form, or by a lump sum price agreement with the Contractor, or a price based on the Contractor's cost for labor, materials, equipment, supervision, and insurance plus fifteen (l5) percent for profit and overhead, or as the parties otherwise agree.

## 8.41. FITTING AND COORDINATION OF THE WORK

A. The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Sub-Contractors, or material-men engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its Sub-Contractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

## 8.42. SUB-CONTRACTING

A. Nothing in the Bid Documents shall be construed to create a contractual relationship between the City and a Sub-Contractor doing a portion of the work on this project, nor shall it create any obligation on the part of the City to pay or see to the payment of any moneys due any such Sub-Contractor. The City shall hold the Contractor responsible for the work done by any of its Sub-Contractors. For any portion of the work to be sub-contracted, a list of the Sub-Contractors shall be furnished to the City prior to the commencing of this project(s).

## 8.43. MUTUAL RESPONSIBILITY OF CONTRACTORS

A. If, through acts or neglect on the part of the Contractor, any other Contractor or any Sub-Contractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Sub-Contractor by agreement or arbitration, if such other Contractor or Sub-Contractor will so settle. If such other Contractor or Sub-Contractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City will notify this Contractor, who shall defend at Contractor's own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all attorney's fees, costs, and expenses in connection therewith.

## 8.44. LINES AND GRADES

A. The City shall establish a base line and a bench mark at each location of any separate portion of this project. The Contractor shall reference all base lines, bench marks, and property monuments and re-establish in their original state any which are disturbed during work on this project. The Contractor shall verify in the field all base lines, elevations, and dimensions shown on the plans, report any error, omission, or discrepancy it discovers, and assume full responsibility for its grades.

## 8.45. ASSIGNMENT OR NOVATION

A. The Contractor shall not assign or transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions, of payments due to Contractor, may be made without the consent of the City.

## 8.46. OTHER CONTRACTS

A. The City may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled, on this project or any other project.

## 8.47. PATENT INFRINGEMENT

A. The Contractor shall protect and indemnify the City, its officers, its agents, and its employees and hold all free of liability and unharmed by any suit or claim which results from the incorporation of any patented or unpatented invention, device, process, or system in the work of this project including but not limited to attorneys fees and costs incurred by the City related thereto.

## 8.48. SHOP DRAWINGS

A. Where a portion of this project requires the use of shop drawings, the Contractor shall submit four copies of these drawings and a schedule of the required work to the City. The City shall review these drawings promptly and note any corrections required to meet the intent of the plans and specifications. The Contractor shall make the noted revisions and submit four copies of the revised drawings to the City. The City's approval of the shop drawings shall not relieve the Contractor of its responsibility for any error in the shop drawings and any deviation from the plans and specifications.

## 8.49. PLANS AND SPECIFICATIONS

A. The City shall furnish the Contractor one set of the plans and specifications when the City notifies the Contractor to begin work. The Contractor shall keep this set available at the project site at all times. If

the Contractor wants more than one set of plans and specifications, it may obtain these if he pays the cost of reproduction.

B. The original plans and specifications, and any copies of these plans and specifications the City furnishes the Contractor, shall remain the property of the City. They shall not be used on work other than this project. The City may ask the Contractor to return all copies of the plans and specifications when the work is completed. The Contractor shall coordinate the requirements of the plans, specifications, and all other Contract Documents prepared for this project.

## 8.50. SUB-SURFACE DATA

A. The City does not guarantee the accuracy of the sub-surface data shown on the plans. Where it will influence its execution of the Contract, the Contractor shall, with its own resources, verify ground water elevations, soil conditions, wetland jurisdictional boundary, the location of underground structures, sewers, water pipes, gas lines, telephone cables, electric cables, and conduits.

## 8.51. FACILITIES, MATERIALS, AND EMPLOYEES

A. Unless it is otherwise stipulated in the Contract Documents, Contractor shall be responsible for supervision, electric power, water and any other facilities required to complete this project.

B. The Contractor shall incorporate in the work of this project only materials, equipment, and methods which conform to applicable City specifications.

C. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials, and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the City shall decide the question of equality.

D. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval, as required, full information concerning all other materials or articles which it proposes to incorporate in the work.

E. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

F. Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation to Bid, except as limited to type, class or grade, or modified in such reference. The Standards referred to,

except as modified in the Technical Specifications shall have full force and effect as though printed therein.

G. The Contractor shall use only employees with skills at least equal to the requirements of their work assignment on this project.

## 8.52. TESTS AND INSPECTIONS OF MATERIALS AND EQUIPMENT

A. Unless it is otherwise stipulated in the Invitation to Bid, Terms and Conditions, or Special Provisions, if any, the tests and inspections of materials and equipment incorporated in the work of this project shall be made at the Contractor's expense by independent laboratories and agencies approved by the City.

B. The Contractor shall instruct any laboratory or agency making required tests to furnish the City with a copy of the report made on each test and inspection.

## 8.53. PROTECTION OF WORK, MATERIALS, PROPERTY, AND THE PUBLIC

A. The Contractor shall protect the work of this project and the stored materials not yet incorporated in the work, on site or off site, from injury, damage, and loss. The Contractor shall protect and save from damage all public and private property adjacent to the project site. The Contractor shall guard all excavations by appropriate means; and shall protect the public from hazard. Receipt of progress payment(s) shall not affect the obligations of the contractor under this provision.

## 8.54. PROTECTION OF MONUMENTS

A. The Contractor shall protect and save from damage or movement all survey monuments, permanent reference monuments, property monuments, reference points, and bench marks. If the work demands the temporary removal of such a monument, point, or bench mark, the Contractor shall notify the City who shall reference the monument, point, or bench mark and reset it without cost to the Contractor. If the Contractor damages, moves, or destroys a monument, point, or bench mark, the City may restore such by a registered surveyor at the Contractor's expense and withhold the cost from money otherwise due the Contractor from the City.

## 8.55. USE OF PREMISES

A. The Contractor shall confine its equipment, storage or materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as determined by the City, and shall not unreasonably encumber the site or public right-of-way with its materials and construction equipment.

## 8.56. PROGRESS OF WORK

A. If the Contractor fails to proceed with the diligence required to complete the project within the contract time or within an extension of that time the City may grant, the City may terminate the Contractor's right to proceed with the work by giving it written notice.

B. If the City terminates the Contractor's right to proceed, the City may choose to proceed with the work, take possession of the materials on the project site, incorporate these materials in the work, and hold the Contractor and its sureties liable for payment of excess costs the City may incur, or demand the surety to complete the project as permitted under the terms and conditions of the performance bond. The execution of this Contract by Contractor shall constitute an acknowledgment of the Surety's consent to this provision.

C. If the City does not terminate the Contractor's rights to proceed, the Contractor shall proceed with the work; in this event, it will be impossible to determine the actual damage the delay has caused. In lieu of payment of actual damage, the Contractor and its sureties shall be liable for the payment of the fixed, agreed, and liquidated damages as may be set forth in the Contract Documents for each calendar day of delay beyond the contract time.

## 8.57. REQUESTS FOR SUPPLEMENTARY INFORMATION

A. Whenever verbal/written request for interpretations of Contract Documents are made known at a pre-bid conference for a construction project, these requests shall be answered by way of written Addenda. All Addenda will be sent to each person holding Contract Documents. The City shall not be responsible for the safe delivery of the Addenda. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether received or not. It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in its possession which should be furnished by the City under the terms of this Contract, and which it will require in the planning and execution of the work. Such request may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various times and the latest date by which each will be required by the Contractor. The first list shall be submitted, within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this section.

## 8.58. DISPUTES

A. All disputes arising under this Contract or its interpretation, except those disputes covered by FEDERAL LABOR-STANDARD PROVISIONS (if applicable), whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) calendar days of commencement of the dispute be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the

facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) calendar days of its commencement, the claim will be considered only for a period commencing ten (10) calendar days prior to the receipt by the City of notice thereof.

B. The Contractor shall submit in detail its claim and proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to Contractor's last known address.

C. If the Contractor does not agree with any decision of the City, it shall in no case allow the dispute to delay the work but shall notify the City promptly that it is proceeding with the work under protest and Contractor may then except the matter in question from the final release.

**8.59. CONTRACTOR PROVIDED INSURANCE**

a. **For contracts not exceeding $500,000.00 dollars the following insurance requirements shall be met:**

i) The Contractor shall, at its own expense, procure and maintain, with insurers acceptable to the City (Owner), the types and amounts of insurance conforming to the minimum requirements set forth herein. The Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Owner has been provided to and approved by the Owner. As evidence of compliance with the insurance required herein, Contractor shall furnish Owner with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policies and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner’s officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to Owner. Such evidence shall include thirty (30) days written notice of cancellation to the Owner for all coverage. With respect to Property Insurance, an appropriate Evidence of Property Insurance form (ACORD Form 28 or equivalent), or a copy of the policy itself shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Owner with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(1) Workers’ Compensation Insurance

(a) Such insurance shall be no more restrictive than that provided by the Standard Workers’ Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers’ Act, where appropriate, coverage is to be included for the Federal Employer’s Liability Act and any other applicable Federal or State law. The

policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

(i) Part One: "Statutory"

(ii) Part Two:
$500,000 Each Accident
$500,000 Disease-Policy Limit
$500,000 Disease-Each Employee

(b) The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon."

(2) General Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects & engineers professional liability
(ii) Exterior Insulation and Finish Systems (EIFS)

The Owner and the Owner's officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO Form (CG 20 10), Additional Insured - Owners, Lessees, or Contractors.

(c) The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000 General Aggregate
(ii) $1,000,000 Products/Completed Operations Aggregate

(iii) $1,000,000 Personal and Advertising Injury
(iv) $1,000,000 Each Occurrence

(3) Automobile Liability Insurance

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

(i) $1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

In the event that the proposer/bidder does not own any vehicles that are used in the business, or titled in the business name, then the business auto requirement can be satisfied with a hired and non-owned automobile liability extension being added to the commercial general liability.

(4) Property Insurance

(a) If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s). improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The Owner shall be an insured on this policy. The maximum deductible shall be $500 per occurrence.

(b) If this contract includes: (1) construction of a new above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), or (2) any addition(s), improvement(s), alteration(s) or repair(s) to an existing above-ground structure or structures located within a Special Flood Hazard Area (100 year floodplain), Flood insurance must also be provided on such new structure(s), addition(s), improvement(s), alteration(s) or repair(s) for the lesser of: (1) the estimated replacement value at the time of the final acceptance of such new

structure(s), addition(s), improvement(s), alteration(s) or repair(s), or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

(c) The insurance provided by the Contractor and its Subcontractors shall apply on a primary basis. Any insurance maintained by the Owner shall be excess of and shall not contribute with the insurance provided by the Contractor and its Subcontractors. Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or Owner's officials, officers and employees any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officials, officers and employees.

ii) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

iii) Compliance with these insurance requirements shall not limit the liability of the Contractor or its Subcontractors. Any remedy provided to the Owner by the insurance provided by the Contractor and its Subcontractors shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Owner under this Contract or otherwise.

iv) Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Contract.

b) **For contracts exceeding $500,000.00 dollars the following insurance requirements shall be met:**

i) Evidence of Insurance

Contractor shall not commence work until the Contractor has procured the insurance required under this Article and such insurance has been approved by the City (Owner). The Contractor shall provide evidence of such insurance in the following manner:

(1) As evidence of compliance with the insurance required by Section b) iii) Workers' Compensation/ Employer's Liability, 2. Commercial General Liability and 3. Business Auto Policy, the Contractor shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner

and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Owner.

The Certificate of Insurance shall provide that the Owner shall be given no less than thirty (30) days written notice prior to cancellation.

(2) As evidence of compliance with the insurance required by Section b) iii) Protection of Owner, the Contractor shall furnish the Owner with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of Owner and Owner's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to Owner.

(3) As evidence of compliance with the insurance required by Section b) iii) (Property Insurance), the Contractor shall furnish the Owner with:

(a) a fully completed Evidence of Property Insurance (ACORD Form 28 or equivalent) signed by an authorized representative of the insurer(s) providing the coverage with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies);

(b) a copy of the original policy; or

(c) other evidence satisfactory to the Owner

(4) Until such time as the insurance is no longer required to be maintained by the Contractor, the Contractor shall provide the Owner with renewal or replacement evidence of the insurance in the manner described by Paragraph b) iii), Subparagraphs (1) and (2) no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

(5) Notwithstanding the prior submittal of a Certificate of Insurance, if requested by the Owner, the Contractor shall, within thirty (30) days after receipt of a written request from the Owner, provide the Owner with a certified complete copy of the policies of insurance providing the coverage required. Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the coverage required by Section b) iii).

ii) Qualification of Insurers/Group Self-Insurers

Insurers providing the insurance required by this Section b) must meet the following minimum requirements:

(1) Such insurers must either be:

(a) authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or an eligible surplus lines insurer under Florida Statute 626.918, or,

(b) with respect only to the coverage required by Section b) iii) Workers' Compensation/Employer's Liability, authorized as a group self-insurer pursuant to Florida Statute 440.57 which has been in continuous operation in the State of Florida for five years or more or authorized as a commercial self-insurance fund pursuant to Florida Statute 624.462 which has been in continuous operation in the State of Florida for five years or more.

(2) In addition, such insurers other than those authorized by Florida Statute 440.57, Florida Statute 624.462 or Lloyd's of London shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period when an insurer is providing the insurance required by this Contract, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the Contractor has knowledge of any such failure, the Contractor shall immediately notify the Owner' and shall immediately replace the insurance provided by the insurer with an insurer meeting the requirements. Until the Contractor has replaced the unacceptable insurer with an insurer acceptable to the Owner, the Contractor shall be in default of this Contract.

iii) Description of Required Insurance

(1) Unless and to the extent Owner has agreed otherwise, without limiting any of the other obligations and liabilities of the Contractor, the Contractor shall, at the Contractor's expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as otherwise specified in this Contract, the insurance shall commence prior to the commencement of work by the Contractor and shall be maintained in force until final completion of the work.

(2) Workers' Compensation/Employer's Liability

(a) Contractor's insurance shall cover Contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the

National Council on Compensation Insurance, without restrictive endorsements. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

(b) The policy must be endorsed to waive the insurer's right to subrogation against Owner and its officials, officers and employees in the manner which would result from the attachment of National Council on Compensation Insurance's (NCCI) Waiver of Our Right to Recover From Others' Endorsement (Advisory Form WC 00 03 13) with Owner and its officials, officers and employees scheduled thereon.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

(3) Commercial General Liability

(a) Such insurance shall be no more restrictive than that provided by the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the State of Florida or those described below. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

(i) Mold, fungus, or bacteria
(ii) Terrorism
(iii) Sexual molestation

(b) Unless the Work under this Contract includes activities which would be the subject of such exclusions, the coverage may also exclude coverage for liability arising out of:

(i) Architects' & engineers' professional liability
(ii) Exterior Insulation and Finish Systems (EIFS)

(c) The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the work performed pursuant to this Contract shall be the amounts specified in the Required Limits of insurance form (INS 06/01). The amounts specified under Column A of Form INS 06/01 shall be an initial layer of coverage which shall be applicable only to the work performed pursuant to this

Contract and shall not be reduced or diminished in any manner by claims resulting from other than work performed pursuant to this Contract. The amounts specified in Column B of Form INS 06/01 shall be the total minimum limits required, including the initial layer specified in Column A.

(d) If this Contract includes construction of, or additions to, buildings or structures, the Contractor shall continue to maintain Products/Completed Operations coverage for three years after the final completion of the work.

(e) Except with respect to coverage for Property Damage Liability, which may be subject to a maximum deductible of $500 per occurrence, the Commercial General Liability coverage shall apply on a first dollar basis without application of any deductible of self-insured retention. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any such Property Damage Liability deductible applicable to a claim against the Owner or the Owner's official, officer or employee.

(4) Business Auto Policy

(a) Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the State of Florida by the Insurance Services Office. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation. Coverage shall be included on all owned, non-owned and hired autos used in connection with this Contract.

(b) The minimum limits of insurance (inclusive of any amount provided by an umbrella or excess policy) shall be those amounts specified in the Required Limits of Insurance form (INS 06/01).

(5) Protection For Owner

The Contractor shall include the Owner and the Owner's officials, officers and employees as "Additional Insureds" on the Contractor Commercial General Liability coverage required pursuant to Paragraph b) iii)., Subparagraph (2) Commercial General Liability. The coverage afforded such Additional Insureds shall be no more restrictive than that which would be afforded by adding the Owner and the Owner's officials, officers and employees as "Additional Insureds" using the latest Additional Insured - Owners, Lessees or Contractors (ISO Form CG 20 10).

(a) And the latest edition of the Additional Insured – Owners, Lessees or Contractors – Completed Operations Endorsement (ISO Form CG 20 37) both as filed for use in the State of Florida by the Insurance Services Office. The Certificate of Insurance on other evidence of insurance shall clearly indicate the use of this alternative.

(b) As an alternative to the coverage required by Paragraph b) iii), Subparagraph (4) the Contractor shall, at the Contractor's expense, provide the Owner with Owner's Protective Liability insurance which shall cover the Owner for all sources of liability which would be covered by the latest occurrence edition of the standard Owner's and Contractor's Protective Liability Coverage Form. Coverage for Operations of Designated Contractor (ISO Form CG 0009), (hereinafter OCP Policy) as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(c) The Owner shall be the Named Insured on the OCP Policy and, if applicable, the excess policy or policies. The policy or policies shall be endorsed to include the Owner and the Owner's officials, officers and employees as insureds. The policy or policies shall include the Contractor and its Subcontractors of every tier as the contractor designated in the declarations.

(d) The minimum OCP Policy limits per occurrence and, if subject to an aggregate, the annual aggregate to be provided by the Contractor (inclusive of any amounts provided by excess policies) shall be the same as the amounts specified in Column B of the Required Limits of Insurance form (INS 06/01), as the minimum Each Occurrence and General Aggregate limits respectively required for the Commercial General Liability Coverage.

(e) The OCP Policy and, if applicable, the excess policy or policies, must be specifically endorsed to provide the Owner with forty-five (45) days written notice of cancellation, non-renewal or-restriction.

(6) Property Insurance

(a) If this Contract includes construction of or additions to above-ground buildings or structures, or the installation of machinery or equipment into an existing structure, the Contractor shall provide, in a policy acceptable to Owner, "all risk" (i.e., Special Form) Property insurance on any such construction, additions, machinery or equipment. The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation

(b) The amount of the insurance shall be no less than the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), structure(s), machinery or equipment.

(c) The coverage shall not be subject to any restriction with respect to occupancy or use by the Owner and, subject to thirty (30) days prior written notice to the Owner, shall remain in full effect until final acceptance by the Owner.

(d) The Owner shall be an insured on this policy.

(e) The insurance provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the Owner and Owner's officials, officers and employees.

(f) The maximum deductible for other than Windstorm or Hail shall be $5,000 per occurrence. The maximum deductible per occurrence for Windstorm or Hail shall be five percent (5%) of the estimated replacement value at the time of the loss of all buildings, structures, additions, machinery and equipment. The Contractor shall pay on behalf of the Owner or the Owner's official, officer or employee any such deductible.

(g) If this Contract includes construction of or additions to above-ground buildings or structures located within a Special Flood Hazard Area (100-year floodplain), flood insurance must also be provided on such construction or additions for the lesser of: (1) the estimated replacement value at the time of the Owner's final acceptance of such addition(s), building(s), or structure(s) or (2) the maximum amount of flood insurance available through the National Flood Insurance Program.

iv) Contractor's Insurance Primary - The insurance provided by the Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by the Owner or an Owner's official, officer or employee shall be excess of and not contributing with the insurance provided by or on behalf of the Contractor.

v) Deductible Provisions - Except as otherwise specifically authorized in Paragraph b) iii)., the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention.

vi) Insurance is Additional Remedy - Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor. Any remedy provided to the Owner or the Owner's officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy (including, but not limited to as an indemnitee of the Contractor) available under this Contract or otherwise.

vii) Insurance on Subcontractors - The Contractor shall require all subcontractors to maintain any and all insurance required by law. However, except to the extent required by law, the Owner has not established minimum insurance requirements for the Contractor's subcontractors

viii) No Waiver By Approval/Disapproval - Neither approval by the Owner nor failure to disapprove the insurance furnished by the Contractor shall relieve the Contractor of the Contractor's full responsibility to provide the insurance as required by this Contract.

## 8.60. INDEMNIFICATION BY CONTRACTOR

A. The Contractor shall indemnify and hold harmless the City (Owner), and its officers and employees, from liabilities, damages, losses, and costs including, but not limited to, reasonable attorneys' fees, to

the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract.

B. The remedy provided to an indemnitee by Paragraph a), shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

C. The remedy provided to an indemnitee by this Contract shall survive this Contract and shall not be limited in any manner by acceptance, final completion or final payment.

D. A claim for indemnity pursuant to this Contract shall be commenced within the period established under Florida law for commencement of an action founded on the design, planning or construction of an improvement to real property.

E. The provisions of this Article are severable and if, for any reason, any one or more of the provisions contained in the Article shall be held by a court of competent jurisdiction to be invalid, illegal, against public policy or unenforceable in any respect, the invalidity, illegality, being against public policy or unenforceability shall not affect any other provision of this Article which shall remain in effect and be construed as if the invalid, illegal, against public policy or unenforceable provision had never been contained in the Article.

## 8.61. BID BOND

A. Where the bid price does not exceed $100,000, a bidder will not be required to post a bid bond. **In cases where the bid price does exceed $100,000, each bid must be accompanied by a copy of a certified check, cashier's check or a bid bond in an amount not less than five per-cent (5%) of the base bid, (with the original provided upon request)** as guarantee that the Bidder will not withdraw from the competition after the opening of the bids, and will, within twenty-five (25) consecutive calendar days after receipt of written notice of award or a signed Purchase Order, enter into a Contract with the City in accordance with the accepted Proposal. Should the successful Bidder fail to enter into a Contract, the Bid Bond shall be forfeited as liquidated damages.

B. No proposal or bid will be considered unless accompanied by a bid bond in the amount and form specified.

## 8.62. PERFORMANCE AND PAYMENT BOND

A. Except for certain utility contracts, where the bid price does not exceed $100,000.00 a bidder will not be required to post a performance and payment bond.

B. In cases where the bid price does exceed $100,000.00 or for utility contracts covered by Florida Statutes Section 180.24, the successful bidder will be required to furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of the contract. The successful bidder will also be required to furnish a payment bond in

an amount equal to one hundred percent (100%) of the contract price as security for the payment of all persons performing labor on the project under the contract and furnishing materials in connection with the contract.

C. The performance bond and the payment bond may be in one or in separate instruments in accordance with the current applicable law. Subject bonds are due within twenty-five (25) consecutive calendar days after written notice of award is received by successful Bidder. Subject bonds must also be recorded in the public records of Polk County [per F.S. 255.05(l)(a)] with proof of the recording furnished with the bonds or a certified recorded copy.

**8.63. BONDING COMPANY'S QUALIFICATIONS**

A. All bonds shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety company or corporation meeting both of the following specifications:i) A minimum rating of "A-" or better and Financial Size Category of "VII" according to the A.M. Best Company;
Current Certificate of Authority as acceptable surety on Federal Bonds in accordance with the latest edition of the

ii) United States Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority As Acceptable Sureties on Federal Bonds and As Acceptable Reinsurance Companies" and shall be accepted for an amount not exceeding the underwriting limitations thereon.

B. All surety companies are subject to approval and may be rejected by the City without cause in the same manner that bids may be rejected.

C. Awards of $500,000 or less: Bonds shall be written with a surety company meeting the qualifications as set forth in Paragraph a) above, or the qualifications set forth in Section 287.0935, Florida Statutes.

D. **Power of Attorney:** Attorneys-in-fact who sign contract bonds must file with the bond a certified and effectively dated copy of their power of attorney, bearing the raised seal of the surety company.

E. The failure of the successful bidder to furnish the required bond(s) within twenty-five (25) consecutive calendar days or within such extended period as the City may grant shall constitute a default, and the City may either award the Contract to the next most responsive and responsible bidder or re-advertise for bids, and may charge against the original successful bidder the difference between the amount of his bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City for a refund.

## 8.64. PAYMENT

A. **In cases where the contract price is less than $100,000.00**, payment shall be as follows: Payment shall not be due until all work is completed and accepted by the City, and the Contractor has delivered to the City a properly prepared invoice, together with a properly prepared Affidavit of Contractor for Final Payment. No partial payment or progress payment shall be made.

B. **In cases where the contract price is between $100,000.00 and $200,000.00**, payment shall be as follows (60b – 60h): Soon after execution of the construction agreement, and before the first partial payment estimate is presented to the City, the Contractor shall deliver to the City a construction schedule showing the dates it proposes to begin and to complete each portion of the work and its estimate of the payment which will be due Contractor from the City for work completed during each partial payment period.

C. At the end of each calendar month, the Contractor shall present to the City a partial payment estimate which shows the total contract price and which shows the total amount of work completed on the project site at the end of that month in dollars and as a percentage of the total contract price and which shows the difference between the two amounts in dollars. The City shall review the estimate within fifteen (l5) calendar days from receipt of partial payment estimate.

D. The Contractor may choose to receive partial payment for materials delivered and stored at the project site for incorporation in the work, but not yet incorporated in the work at the time the party's payment estimate is presented to the City. The Contractor shall include in its partial payment estimate an itemized "Materials on project site but not incorporated" and its cost in dollars in the itemized list of work completed at the end of the calendar month. Cost in dollars should be accompanied by invoices showing paid amounts for each material item. It is the Contractor's sole responsibility to secure the project site and procure coverage for loss or theft.

E. Within twenty (20) calendar days after receipt of partial payment estimate, the City shall make monthly progress payments for percentage of work actually performed under the contract during the preceding calendar month less five percent (5%) of the total amount due which is to be retained by the City until all work is completed and accepted by the City, subject to and in accordance with F.S. 255.078. Retainage on Final Payment shall be in accordance with the last paragraph of this clause. When the City makes this partial payment to the Contractor, the City shall become the owner of all materials, equipment, and work the Contractor has included in its partial payment estimate. This transfer of ownership shall not relieve the Contractor of its sole responsibility to protect all materials, equipment, and work included in its partial payment estimates, to restore any damaged work, and to fulfill all terms of the Contract Documents.

F. In instances when payment or retainage may otherwise be considered as due, it is understood and agreed that the City may withhold payment or retainage, in whole or in part, to protect its interest on

account of (l) Default by the Contractor; (2) There is reasonable evidence the Contractor cannot complete the project for the unpaid balance of the contract price; (3) Damage to another Contractor; (4) Failure to submit required Documents to the City or other governmental agencies; (5) or obtain required approvals, permits, and certifications from the City or other governmental agencies.

G. If the City deems it not expedient to require the Contractor to correct faulty work or to repair damaged work, it may choose to reach an agreement with the Contractor to deduct an equitable amount from the contract price.

H. Final retainage shall be due when the Contractor has delivered to the City a properly completed Affidavit of Contractor for Final Payment not later than thirty (30) calendar days after all work is completed and the City has inspected and accepted the work. The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor against the City, except those previously made in writing and still unsettled. Notwithstanding, this section (**PAYMENT)** shall be subject to F.S. 255.078

I. **In cases where the contract price exceeds $200,000.00**, payment shall be in compliance with F.S. 255.078 and items 60b – 60h that do not conflict with F.S. 255.078. Final Payment shall not be due until all work is completed and accepted by the City, and the Contractor has delivered to the City a properly prepared invoice, together with a properly prepared Affidavit of Contractor for Final Payment.

**8.65. LIENS**

A. No liens of any type shall be allowed, including labor, materials, rentals, or services furnished.

**8.66. GUARANTEE**

A. Under this Contract, the Contractor shall guarantee all materials, equipment, and workmanship for a period of no less than one (l) year from the date the City accepts the completed project in its entirety; the Contractor shall replace, repair, or restore any faulty materials, equipment, work, and incidental damage during this period of guarantee stated on the Proposal and Bid Form.

B. Neither the final payment nor any provision in the Contract Documents shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided by law. Upon written notice the Contractor shall remedy all defects due thereto and pay all expenses for any damage to other work and/or property of the City resulting there from.

C. Said notice of defects will be issued by the City. Upon receipt by the Contractor of such written notice, the Contractor shall immediately investigate any and all claimed defects. Should the Contractor feel that any claimed defect is invalid, it shall so advise, in writing, to the issuer within ten (l0) calendar days after receipt of said notice.

D. Defects shall be remedied by the Contractor within thirty (30) calendar days after receipt of said notice. Within ten (l0) calendar days after completion of such corrective measures, the Contractor shall notify the issuer, in writing, of correction in defects. The Contractor shall transmit to the City a copy of each certified statement as required below.

E. Each Sub-Contractor shall transmit to Contractor, in duplicate, on its business letterhead, addressed to both the Contractor and the City a certified statement as to:

i) Work performed and/or materials supplied.
ii) Guarantee in accordance with requirements of contract appertaining to said work and/or materials.

**8.67. FORM OF CONTRACT: (CONTRACTS IN EXCESS OF $100,000.00)**

A. The City will require the successful Bidder, as Contractor, to execute in duplicate the Construction Agreement. Then executed, the Construction Agreement and the proposal form becomes the Contract between the City and the Contractor along with Contract Documents as defined herein; the Contractor cannot claim modification of this Contract because of any representation made by an employee of the City or any other person.

**8.68. CONSTRUCTION SCHEDULE: (CONTRACTS IN EXCESS OF $100,000.00)**

A. The Contractor shall submit to the City for review and approval, his Construction Schedule at least five (5) working days before the start of project. The Contractor shall complete individual parts of the project in the order of the approved construction schedule. Receipt of approved construction schedule does not authorize Contractor to begin work on the project.

B. The City's issuance of a Notice to Proceed authorizes the Contractor to commence work on the project.

**8.69. FINAL INSPECTION**

A. When the work on this project(s) is substantially completed, the Contractor shall notify the City, by letter, at least three (3) working days before the inspection date that the work will be ready for final inspection on a definite date to be stated in the letter. Prior to the final inspection, the Contractor shall clear the project site of all trash, rubbish, and debris and restore all damage done to the project site and adjacent areas during execution of this Contract. The Contractor's duty to clear the project site of trash, etc., prior to final inspection does not relieve the Contractor of the obligation to keep the project site free from trash, rubbish, and debris during the performance of the contract.

**8.70. CONSTRUCTION AND CONSULTING EVALUATION**

A. The award of contracts by the City of Winter Haven for construction and/or consulting services is based on the lowest responsive/responsible bid (for construction) or in accordance with the guidelines and requirements of FS 287.055 – Consultants Competitive Negotiation Act-CCNA (for applicable consulting

services). In addition, the City will consider the previous performance of any bidder who may have completed work for the City of Winter Haven or other entity.

B. The Construction and Consulting Evaluation Form shall be completed by the department head or his designee responsible for the project. The form shall be filled in upon the completion of the project and submitted to Procurement for retention.

C. This form will be completed on all firms performing construction and/or consulting work for the City of Winter Haven. Furthermore, the City may, at its discretion, provide this form to other entities for whom the noted firm has completed work.

**8.71. FEDERAL FUNDING**

When Federal funds are expended by the City of Winter Haven, the following provisions pertain as applicable:

A. Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.".

B. Copeland "Anti-Kickback" Act (2 CFR Part 200.326(D)): All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). Applies to all contracts and sub grants for construction or repair.

C. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed

in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

D. Build America, Buy America (BABA) Act (41 USC 8301): All applicable rules and notices, as may be amended, if applicable to the contractor's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements, unless excepted by a waiver.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Access to Records (2 CFR Part 200.336): All vendors, contractors and subcontractors shall give access to the City of Winter Haven, the appropriate Federal agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the vendor which is directly pertinent to this specific bid for the purpose of making audit, examination, excerpts and transcripts.

G. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

I. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

i) The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

i) The contractor certifies, by submission and signature of this bid, that during the term and after the awarded term of an award for all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any

Federal contract, grant or any other award covered by 31 U.S.C. 1352.

ii) Where funds other than Federal appropriated funds are used for such purpose in connection with obtaining any Federal award, contractor must disclose same.

K. Procurement of recovered materials (2 CFR §200.323): A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $5,000 or the value of the quantity acquired during the preceding fiscal year exceeded $5,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

L. Records Retention: (2 CFR §200.333): Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of six years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

**8.72. CONTRACTOR NOTIFICATION**

TO: ALL CONTRACTORS / SUB-CONTRACTORS

FROM: THE CITY OF WINTER HAVEN

SUBJECT: ASBESTOS-CONTAINING MATERIALS IN THIS BUILDING

Asbestos-Containing Material (ACM) is present in many buildings. The presence of ACM does not necessarily mean that a hazard exists; however, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid the disturbance of ACM.

It is possible that you may encounter ACM while working in buildings. Therefore, workers must exercise caution and be watchful for materials that might contain asbestos. Avoid disturbing ACM or suspected ACM as you carry out your work.

If your work necessitates the disturbance of ACM you shall take whatever precautions are necessary to protect human health and the environment from asbestos fibers. At a minimum, you must comply with all Federal, State, and Local laws governing working with asbestos.

**Your employer is responsible for assuring that you are medically certified, trained, and equipped with the proper personal protective devices for safe handling of ACM. You must notify the Facility Asbestos Contact Person before disturbing any asbestos-containing materials in the buildings.**

## 9. PRICING / PROPOSAL & BID FORM

The Bidder shall submit a complete pricing proposal that includes all pricing necessary to perform the services described in this Invitation to Bid. At a minimum, the pricing proposal shall include:

- Annual preventive maintenance (PM) pricing for all equipment and services identified in the solicitation. This includes filters, belts, etc.
- Hourly labor rates for regular business hours, after-hours, weekends, and holidays, as applicable.
- On-call and emergency service labor rates.
- Percentage markup on subcontractor costs.
- Percentage markup on materials, supplies, rental equipment, and other reimbursable items, if applicable.
- Any other pricing required by the Bid Form or Price Schedule.

The primary purpose of the pricing proposal is to establish firm pricing for the annual preventive maintenance program and to establish labor rates and markups that will be used to price repairs, emergency service, equipment replacement, and other HVAC and refrigeration services authorized by the City through individual Task Orders during the term of the Contract. Unit prices, hourly rates, and percentage markups submitted by the Contractor shall remain in effect for the term of the Contract unless otherwise provided herein.

**Award of a contract / contracts will be made based on the lowest Preventive Maintenance (PM) pricing of HVAC and Refrigeration as the "base bid"**.

**Hourly labor rates and markups** shall be used for future repairs, replacements, and emergency work. Such work will be quoted using these rates and authorized through **Task Orders**.

**HVAC SERVICES BID TABLE**

Quarterly Operational and Annual Comprehensive Preventive Maintenance. To be billed on monthly basis

| Line Item | Facility Name | Quantity | Unit of Measure | Monthly Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | Airport | 12 | each | | |
| 2 | Central Garage | 6 | each | | |
| 3 | City Hall | 7 | each | | |
| 4 | City Hall Annex | 7 | each | | |
| 5 | City Hall East Annex | 2 | each | | |
| 6 | COLA Building | 1 | each | | |
| 7 | Diamond Plex | 3 | each | | |
| 8 | Diamond Plex Maintenance Building | 1 | each | | |
| 9 | Eloisewood Water Plant | 2 | each | | |
| 10 | Facility Maintenance | 2 | each | | |
| 11 | Fairfax Water Plan | 2 | each | | |
| 12 | Federal Building | 2 | each | | |
| 13 | Fire Department - 1 | 12 | each | | |
| 14 | Fire Department - 2 | 6 | each | | |
| 15 | Fire Department - 3 | 9 | each | | |
| 16 | Fire Department - 5 | 2 | each | | |
| 17 | Garden Center | 2 | each | | |
| 18 | Lakeside Cemetery | 1 | each | | |
| 19 | Lake Maude Complex | 2 | each | | |
| 20 | Landscape Maintenance | 1 | each | | |
| 21 | Library | 5 | each | | |

| Line Item | Facility Name | Quantity | Unit of Measure | Monthly Unit Cost | Total |
|---|---|---|---|---|---|
| 22 | Lion's Club | 3 | each | | |
| 23 | Neighborhood Service Center | 4 | each | | |
| 24 | Motor Pool Tower | 1 | each | | |
| 25.1 | MLK Park Concession | 2 | each | | |
| 25. 2 | MLK Ski | 1 | each | | |
| 26 | PEP Building | 4 | each | | |
| 27 | Parking Garage | 2 | each | | |
| 28 | Police Department w/1 chiller | 5 | each | | |
| 29 | Utilities Building | 7 | each | | |
| 30 | Rolling Hills Cemetery | 1 | each | | |
| 31 | Rotary Park | 2 | each | | |
| 32 | Senior Center | 3 | each | | |
| 33.1 | Sertoma Park - Baseball | 3 | each | | |
| 33.2 | Sertoma Park - Football | 2 | each | | |
| 34 | Stoltz Hall/Pistol Range | 3 | each | | |
| 35 | Streets Building | 6 | each | | |
| 36 | Tennis Courts | 3 | each | | |
| 37 | Utility Services - Master Lift Station | 1 | each | | |
| 38 | Wastewater #2 | 7 | each | | |
| 39 | Wastewater #3 | 17 | each | | |
| 40 | Willowbrook | 3 | each | | |

| Line Item | Facility Name | Quantity | Unit of Measure | Monthly Unit Cost | Total |
|---|---|---|---|---|---|
| 41 | Women's Club | 2 | each | | |
| 42 | Florida Citrus Building - w/ 2 chillers | 15 | each | | |
| 43 | Florence Villa Community DC | 8 | each | | |
| 44 | Fire Department - 4 | 8 | each | | |
| 45 | Ritz Theatre | 8 | each | | |
| 46 | Lk Connine Nat. Park | 0 | each | | |
| 47 | Field House | 0 | each | | |
| 48 | Harmony Lift Station | 1 | each | | |

## REFRIGERATION SERVICES BID TABLE

Award of a contract / contracts will be made based on the lowest Preventive Maintenance (PM) HVAC and Refrigeration pricing as the "base bid".

| Line Item | Description | Quantity | Unit of Measure | Monthly Unit Cost | Total |
|---|---|---|---|---|---|
| 1 | Airport | 4 | each | | |
| 2 | Central Garage | 4 | each | | |
| 3 | City Hall | 1 | each | | |
| 4 | City Hall Annex | 2 | each | | |
| 5 | City Hall East Annex | 1 | each | | |
| 6 | COLA Building | 0 | each | | |
| 7 | Diamond Plex | 10 | each | | |
| 8 | Diamond Plex Maintenance Building | 3 | each | | |
| 9 | Eloisewood Water Plant | 0 | each | | |

| Line Item | Description | Quantity | Unit of Measure | Monthly Unit Cost | Total |
|---|---|---|---|---|---|
| 10 | Facility Maintenance | 2 | each | | |
| 11 | Fairfax Water Plan | 1 | each | | |
| 12 | Federal Building | 0 | each | | |
| 13 | Fire Department - 1 | 6 | each | | |
| 14 | Fire Department - 2 | 4 | each | | |
| 15 | Fire Department - 3 | 6 | each | | |
| 16 | Fire Department - 5 | 3 | each | | |
| 17 | Garden Center | 0 | each | | |
| 18 | Lakeside Cemetery | 0 | each | | |
| 19 | Reuben Williams (Lake Maude) Complex | 5 | each | | |
| 20 | Landscape Maintenance | 3 | each | | |
| 21 | Library | 3 | each | | |
| 22 | Lion's Club | 1 | each | | |
| 23 | Neighborhood Service Center | 2 | each | | |
| 24 | Motor Pool Tower | 0 | each | | |
| 25 | MLK Park Concession | 4 | each | | |
| 26 | PEP Building | 2 | each | | |
| 27 | Parking Garage | 0 | each | | |
| 28 | Police Department | 5 | each | | |
| 29 | Utilities Building | 2 | each | | |
| 30 | Rolling Hills Cemetery | 1 | each | | |

| Line Item | Description | Quantity | Unit of Measure | Monthly Unit Cost | Total |
|---|---|---|---|---|---|
| 31 | Rotary Park | 2 | each | | |
| 32 | Senior Center | 3 | each | | |
| 33.1 | Sertoma Park - Baseball | 3 | each | | |
| 33.2 | Sertoma Park - Football | 2 | each | | |
| 34 | Stoltz Hall/Pistol Range | 0 | each | | |
| 35 | Streets Building | 1 | each | | |
| 36 | Tennis Courts | 7 | each | | |
| 37 | Utility Services - Master Lift Station | 0 | each | | |
| 38 | Wastewater #2 | 1 | each | | |
| 39 | Wastewater #3 | 4 | each | | |
| 40 | Willowbrook | 6 | each | | |
| 41 | Women's Club | 0 | each | | |
| 42 | Florida Citrus Center | 8 | each | | |
| 43 | Florence Villa Community DC | 2 | each | | |
| 44 | Fire Department - 4 | 5 | each | | |
| 45 | Ritz Theatre | 4 | each | | |
| 46 | Lk Connine Nat. Park | 1 | each | | |
| 47 | Field House | 18 | each | | |
| 48 | Lake Shipp | 1 | each | | |
| 49 | Trailhead Park - Restrooms | 1 | each | | |
| 50 | W.G. Roe - Restrooms | 1 | each | | |

### HOURLY LABOR RATES

Hourly labor rates and markups shall be used for future repairs, replacements, and emergency work. Such work will be quoted using these rates and authorized through Task Orders

| Line Item | Description | Unit of Measure | Normal Business Hours Rate | Emergency/After Hours Rates |
|---|---|---|---|---|
| A. | Conventional AC Tech 20 Ton & Under | Hourly Rate | | |
| B. | Conventional AC Tech Over 20 Ton | Hourly Rate | | |
| C. | Chiller Tech | Hourly Rate | | |
| D. | Apprentice/Laborer | Hourly Rate | | |

### SUBCONTRACTOR SERVICES COMPENSATION PERCENTAGES

Not to Exceed 10%

| Line Item | Description | Unit of Measure | Markup Percentage |
|---|---|---|---|
| E. | 0 to $5,000 | Percentage | |
| F. | $5,001 to $10,000 | Percentage | |
| G. | $10,001 and up | Percentage | |

### MATERIALS AND SUPPLIES

Not to Exceed 10% Hourly labor rates and markups shall be used for future repairs, replacements, and emergency work. Such work will be quoted using these rates and authorized through Task Orders

| Line Item | Description | Unit of Measure | Markup Percentage |
|---|---|---|---|
| 1 | Materials and Supplies cost mark-up percent (%) over cost - Not To Exceed 10% | Percentage | |

## 10. SUBMITTAL

**1. Emergency repairs require arrival on the scene within 02 hours. Are you able to meet this requirement?***

*Response required

**2. Will the emergency deployment include full staffing, or limited equipment and staff? ***

*Response required

**3. What clients of yours, if any, have received similar emergency response services in the past? (please provide contact information for verification) ***

*Response required

**4. Would the City have priority deployment over other clients in an urgent or emergency situation and/or natural disasters? ***

☐ Yes
☐ No

*Response required

**5. Please upload a valid copy of required HVAC Refrigeration license(s)***

*Response required

**6. Upload a sample work ticket, quarterly inspection, annual inspection checklist and equipment data listing***

*Response required

**7. Required Form Affidavits***

Please download the below documents, complete, and upload.

- Affidavits - All - 2026.pdf

*Response required

**8. Do you have an Asbestos Certification? ***

☐ Yes
☐ No

*Response required

When equals "Yes"

*8.1. Please upload your certification here:**

*Response required

**9. Please provide your W9.***

*Response required

**10. Please provide a minimum of 3 references within 5 years.***

Please download the below documents, complete, and upload.

- Reference Form - fillable.pdf

*Response required

**11. Are you able to provide proof of insurance per our Terms & Conditions prior to commencing work?***

☐ Yes

☐ No

*Response required

When equals "Yes"

*11.1. Please upload a copy of your current Certificate of Insurance**

*Response required

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

# RECOMMENDATION OF AWARD

## ITB-26-55 HVAC and Refrigeration Services Re-Bid

RESPONSE DEADLINE: August 28, 2026 at 2:00 pm

Thursday, September 24, 2026

City of Winter Haven staff has recommended the award of ITB-26-55 HVAC and Refrigeration Services Re-Bid to Refrigeration and Electric Service Inc as the lowest responsive/responsible bidder meeting all bid requirements.

If you have any questions, I can be reached via email at procurement@mywinterhaven.com.

Sincerely,

CITY OF WINTER HAVEN
Bethany Owen
**Procurement Manager**

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

# BID TABULATION

## ITB-26-55 HVAC and Refrigeration Services Re-Bid

Bid Opened: August 28, 2026 at 2:00 pm

Thursday, September 24, 2026

### VENDOR MONTHLY HVAC AND REFRIGERATION TOTALS

| Vendor | Total |
|---|---|
| Refrigeration and Electric Service Inc<br>Winter Haven, FL<br>*RECOMMENDED FOR AWARD* | $6,501.95 |
| Rankin Mechanical Services LLC<br>Winter Haven, FL | $12,768 |
| KMI Services Group, LLC<br>Winter Haven, FL | $15,734 |
| Upchurch Companies of MS, LLC<br>Fort Meyers, FL | $18,804 |
| Kalos Services Inc<br>Clermont, FL | $72,721 |

## MONTHLY HVAC SERVICES TOTALS

| Vendor | Total |
|---|---|
| Refrigeration and Electric Service Inc<br>Winter Haven, FL | $3,991.20 |
| Rankin Mechanical Services LLC<br>Winter Haven, FL | $7,694 |
| KMI Services Group, LLC<br>Winter Haven, FL | $9,457 |
| Upchurch Companies of MS, LLC<br>Fort Meyers, FL | $12,894 |
| Kalos Services Inc<br>Clermont, FL | $33,296 |

## MONTHLY REFRIGERATION SERVICES TOTALS

| Vendor | Total |
|---|---|
| Refrigeration and Electric Service Inc<br>Winter Haven, FL | $2,510.75 |
| Rankin Mechanical Services LLC<br>Winter Haven, FL | $5,074 |
| Upchurch Companies of MS, LLC<br>Winter Haven, FL | $5,910 |
| KMI Services Group, LLC<br>Fort Meyers, FL | $6,277 |
| Kalos Services Inc<br>Clermont, FL | $39,425 |

**DATE:** October 8, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Scott Eilers, Interim Parks, Recreation and Culture Department Director

**SUBJECT:** Polk County – Equipment Donation to Chain of Lakes Park via Interlocal Agreement

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## BACKGROUND

As part of the ongoing contributions to the Chain of Lakes Park, Polk County has donated designated equipment necessary for operations at the Chain of Lakes Park. The equipment is being donated, as is, without warranty, in accordance with the interlocal donation agreement.

The following items have been donated and delivered:

| | | |
|---|---|---|
| • (1) 750 Square foot roll of mound replacement turf | | $ 3,667.50 |
| • (1) 5 Gallon pail of Nordot Adhesive | | $ 600.00 |
| • Freight | | $ 475.00 |
| | Total | $4,742.50 |

Staff has completed the required asset acquisition forms for all equipment with an individual value exceeding $1,000.00, in alignment with the Procurement Manual.

## FINANCIAL IMPACT

The donated equipment represents an operational cost savings to the City. Absent the County's contribution, the City would have been responsible for procuring this equipment to support ongoing operations at the Fieldhouse. This donation, therefore, results in a direct operational savings to the City while maintaining the required level of service.

## STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative / nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

## RECOMMENDATION

Staff recommends approval of the Interlocal Agreement with Polk County and authorization for the City Manager and other designated City Officials to execute same and for the City Manager or his designee to take any and all further necessary actions associated therewith.

## ATTACHMENTS

- Interlocal Agreement and Release of Waiver of Liability and Indemnification for Receipt of Donated Equipment
- New Acquisition Sheet

# INTERLOCAL AGREEMENT AND RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION FOR RECEIPT OF DONATED EQUIPMENT

THIS AGREEMENT is hereby entered into by and between Polk County, a political subdivision of the State of Florida (the "COUNTY") and the City of Winter Haven, a municipal corporation of the State of Florida (the "RECIPIENT"), effective as of the date last executed.

WHEREAS, in accordance with Section 274.05, Florida Statute the COUNTY desires to donate AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS that certain equipment identified and described in Exhibit "A" attached hereto and incorporated herein by reference (the "Donated Equipment") to the RECIPIENT; and

WHEREAS, the Donated Equipment was purchased by the COUNTY for the purpose of promoting tourism and attracting tourists to Polk County, in accordance with Section 125.0104, Florida Statutes, and specifically to promote and attract baseball sports tourism to the county; and

WHEREAS, notwithstanding the AS-IS, WITHOUT WARRANTY, AND WITH ALL FAULTS terms of the subject donation, the County is not aware of any condition, defect, and/or pending claim against the County associated with or existing as to the Donated Equipment; and

WHEREAS, the Recipient hosts baseball and tournaments and events as its facilities and has need for the Donated Equipment to promote and attract baseball sports tourism in Polk County; and

WHEREAS, the RECIPIENT acknowledges that proper use of the Donated Equipment may require maintenance and training; and

WHEREAS, by its acceptance of the Equipment, the RECIPIENT acknowledges that the RECIPIENT remains responsible for obtaining any necessary maintenance and training in order to use the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges that after actual donation and receipt of the Donated Equipment, the RECIPIENT shall hold all responsibility for proper operation of the Donated Equipment; and

WHEREAS, the RECIPIENT acknowledges and agrees that it shall use the Donated Equipment for the purposes of promoting and attracting baseball sports tourism to Polk County;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the COUNTY and the RECIPIENT agree to the following:

1. **Recitals**. The Recitals stated above are true and correct and fully incorporated into the body of this Agreement by reference.

2. **Receipt of Equipment.** The RECIPIENT acknowledges receipt of the Donated Equipment by the COUNTY as set forth and described on Exhibit "A."

3. **No Warranties.** The COUNTY, including without limitation, its Tourism & Sports Marketing Division, officers, directors, board members, employees, and agents, make no representations whatsoever, extend no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatsoever with respect to design, development, manufacture, or use of the Donated Equipment.

4. The COUNTY is not aware of any condition, defect, and/or pending claim against the COUNTY associated with or existing as to the Donated Equipment as of the date of the full execution of this Agreement after approval by the Governing Bodies of the COUNTY and RECIPIENT.

5. **Waiver of Liability**. The RECIPIENT does hereby waive, release, and fully discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of any use or misuse of the Donated Equipment. The entire risk as to the performance of the Donated Equipment is assumed by the RECIPIENT. In no event shall the COUNTY or its officers, employees, or agents be responsible or liable for any direct, indirect, special, incidental, or consequential damages, lost profits, or any other economic or physical loss or damage to any individual, regardless of legal theory, resulting from use of the Donated Equipment. The above limitations on liability apply even though the RECIPIENT may not have been advised of the possibility of such damage.

6. **Indemnification**. Subject to the provisions of Section 768.28, Florida Statutes, the RECIPIENT shall indemnify, defend, and hold harmless the COUNTY from and against any and all claims, liability, and damages, arising from the use of the Donated Equipment. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability, or otherwise. For the avoidance of doubt, as both parties are local government entities, pursuant to Section 768.28(19), F.S., neither party indemnifies nor insures or assumes any liability to the other party for the other party's negligence.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE**

**WITH THE PARTIES' SIGNATURES.**

**IN WITNESS WHEREOF**, the COUNTY and the RECIPIENT have caused this Agreement to be executed on the date set forth below.

ATTEST:
STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
County Attorney's Office

POLK COUNTY, a political subdivision of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair

Date approved by County: _____

ATTEST:

_____
City Clerk,
City of Winter Haven

Approved as to form and legal sufficiency:

_____
City Attorney,
City of Winter Haven

CITY OF WINTER HAVEN, a municipal corporation of the State of Florida

By: _____
T. Michael Stavres, City Manager
City of Winter Haven

Date approved by City: _____

## EXHIBIT A

The following items, identified below along with their approximate values, will be donated to the RECIPIENT:

1. **(1) 750 Square foot roll of mound replacement turf ($3,667.50)**
2. **(1) 5 Gallon pail of Nordot Adhesive ($600.00)**
    - **Shipping and Handling $475.00**

**Total: $4,742.50**

*(See attached invoices for further description)*

V#2004584 PO#26103798 *190 E STACY* INV# INV-002589 4/8/26 $4,742.50

Revision 2

# Invoice

**# INV-002589**

**Balance Due US$**
**$4,742.50**

## True Pitch LLC

106 1st Ave S
Suite A
Altoona Iowa 50009
U.S.A

Mail Check Payments to:
True Pitch - A/R Dept.
190 E. Stacy Rd, Suite 306 #105
Allen, TX 75002

Bill To
**Visit Central Florida Sports**
2701 Lake Myrtle Park Road
Auburndale
33823 Florida
U.S.A

Invoice Date : Apr 08, 2026
Due Date : May 08, 2026

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | Bermuda Chocolate Brown<br>SKU : PL705-12-120-NR<br>15'x50' | 750.0<br>per sq foot | 4.89 | 3,667.50 |
| 2 | Nordot Adhesive #34D-2, 5-gal. pail | 1.0<br>Qty | 600.00 | 600.00 |
| | | | Sub Total | 4,267.50 |
| | | | Shipping & Handling | 475.00 |
| | | | **Total US$** | **$4,742.50** |
| | | | **Balance Due US$** | **$4,742.50** |

Goods/Services Rec. 5-8-26
PO # 26103798
Rec. # 252329

Notes
Thank you for the business and please visit us at www.truepitch.com

Payment Options

Terms & Conditions

# Sales Order

**Sales Order# TP-13662**

**True Pitch LLC**

106 1st Ave S
Suite A
Altoona Iowa 50009
U.S.A
|
Mail Check Payments to:
True Pitch - A/R Dept.
190 E. Stacy Rd, Suite 306 #105
Allen, TX 75002

Bill To
**Visit Central Florida Sports**
2701 Lake Myrtle Park Road
Auburndale
33823 Florida
U.S.A

Ship To
Visit Central Florida Sports
210 Cypress Gardens Blvd
Chain of Lakes Park
Winter Haven
33880 Florida
U.S.A

| | |
|---|---|
| Order Date : | Apr 08, 2026 |
| # of Mounds : | 0 |
| Field Product : | true |

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | Bermuda Chocolate Brown<br>SKU : PL705-12-120-NR<br>15'x50' | 750.0<br>per sq foot | 4.89 | 3,667.50 |
| 2 | Nordot Adhesive #34D-2, 5-gal. pail | 1.0<br>Qty | 600.00 | 600.00 |
| | | | Sub Total | 4,267.50 |
| | | | Shipping & Handling | 475.00 |
| | | | **Total** | **$4,742.50** |

Please Note: By agreeing to the sales transaction with True Pitch, you agree to enter into contract with the purchase of True Pitch and their products and the payment terms set forth thus agreed upon during time of transaction agreement set forth on Date of Invoice.

**New Acquisition Sheet**

**Top section to be completed by Department**
**(Complete in detail and forward to Finance with invoice payment documents)**

Submitted By: Scott Eilers Date: 10/05/26

Owner Department: Parks Recreation and Culture Payment Account #:

Type of Asset: ☐ Computer ☐ Vehicle ☒ Other Fixed Asset ($ 1,000.00 and up)

☐ Printer ☐ Rolling Stock

☐ Copier ☐ Rolling Stock Attachment

Description: (1) 750 Square foot roll of pithing mound replacement turff, Bermuda Chocolate Brown SKU PL705-12-120-NR

Manufacturer: True Pitch LLC

Model: Model Year: Serial #:

Purchased From: Tru Pitch LLC

Purchased Date: April 8, 2026 Purchase Amount: $3,667.50

**To be completed by FM or TS Clearing Agent**

FM/TS Asset #:

Assigned By: Date Assigned:

**To be completed by Finance Department**

Asset #:

Classification:

Reporting category (Check One): ☐ Controlled ☐ Capital

Depreciation Status (Check One): ☐ Non-Depreciable ☐ Depreciable

Check #:

Input By: Input Date:

Notes:

**DATE:** October 14, 2026

**TO:** Honorable Mayor and City Commissioners

**VIA:** T. Michael Stavres, City Manager
M.J. Carnevale, Deputy City Manager
Scott Eilers, Interim Parks, Recreation and Culture Department Director
Chris Reeder, Chief Financial Officer

**FROM:** Andy Palmer, Parks Planning & Strategic Initiatives Manager

**SUBJECT:** Florida Department of State Division of Arts and Culture General Support Grant & Memorandum of Understanding with Theatre Winter Haven Inc.

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## BACKGROUND

In 2024, the City entered into a Use Agreement with Theatre Winter Haven for their operations and programming of space at the AdventHealth Fieldhouse. A first Addendum was executed at the same time which outlines uses, operations, financial clauses and programming of the Ritz Theatre. Theatre Winter Haven is very active in obtaining various grants to support their operations and productions. The City, in partnership with Theatre Winter Haven, applied for a General Support Grant through the Florida Department of State, Division of Arts and Culture, in late 2025. The City and Theatre staff were recently informed that the City has been awarded this grant in the amount of $150,000. These grant funds may only be spent on supplementing certain programmatic operations at the Ritz, via Theatre Winter Haven's services.

The grant funds will be distributed from the State to the City after certain milestones associated with productions are completed by Theatre Winter Haven at the Ritz. These costs will be detailed and provided to the City by Theatre Winter Haven for submission to the State. The State will then distribute the funds to the City.

A Memorandum of Understanding will be executed between the City and Theatre Winter Haven specific to this Grant. Theatre Winter Haven will serve as the primary grant manager and provide the City with all necessary documentation for distribution of the $150,000 from the State. The City will distribute these payments to Theatre Winter Haven, pending successful distribution from the State to the City. The City will hold a retainage of these funds until all grant requirements are met. The term of the grant is July 1, 2026 – June 30, 2027.

## FINANCIAL IMPACT

The City will receive the $150,000 from the State in four equal payments. The City will serve as the grant administrator for these funds. This will not have an impact on the City's budgeted funds, but will help supplement continued operations of the Ritz.

## STRATEGIC PLAN ALIGNMENT

- **Pillar:** Responsible Government
- **Goal:** 6.1 – Exemplify fiscal accountability and resiliency.
- **Strategy:** 6.1.5 – Research and pursue alternative / nontraditional revenue sources and partnership opportunities to enhance financial sustainability and resiliency.

## RECOMMENDATION

Staff recommends the City Commission approve the Grant Agreement between the State of Florida, Department of State, Division of Arts and Culture for the General Support Grant towards operations at the Ritz Theater and authorize the City Manager to sign the Grant Agreement. Staff also recommends the City Commission authorize the City Manager to execute the Memorandum of Understanding with Theatre Winter Haven for the General Support Grant. Staff recommends the City Commission authorize the City Manager to take any other necessary actions relating to these matters.

## ATTACHMENTS

- Memorandum of Understanding
- Grant Agreement
- Compliance Certification re Official Acts of Local Governments

# Agreement Between
# The State of Florida, Department of State
# And
# City of Winter Haven

This Agreement is by and between the State of Florida, Department of State, Division of Arts and Culture hereinafter referred to as the "Division," and the City of Winter Haven hereinafter referred to as the "Grantee."

The Grantee has been awarded a General Program Support grant by the Division, grant number 27.c.ps.180.612 for the project "Historic Ritz Theatre, General Support" in the amount of $150,000. Funds for this grant have been appropriated in the FY 2027 General Appropriations Act on line 3333. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

Funds from this grant are allocated by the State of Florida, Department of State, Division of Arts and Culture to meet the required cost share or match for federal funding from the National Endowment for the Arts State Partnership Award # 1951290-61-26 and as such are considered NEA subawards**.** All funds disbursed under this program may only be used in compliance with both State and Federal regulations including applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable statutes, regulations, and executive orders.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "Historic Ritz Theatre, General Support" project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Complete the introductory package of requirements for the implementation of the Scope of Work. Execute a minimum of three (3) performances of theatrical productions.

All tasks associated with the project will be completed by June 30, 2027.

b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description | Documentation | Payment Amount |
|---|---|---|---|---|
| 1 | Fixed Price | Complete the introductory package of requirements for the implementation of the Scope of Work. | Introductory package of requirements includes: Timeline of grant activities for the grant period (e.g., Calendar of Events, Season Schedule, etc.) and Grants Management Webinar Quiz Certificate of Completion demonstrating a 100/100 score. | $37,500 |

| | | | | |
|---|---|---|---|---|
| 2 | Fixed Price | Execute a minimum of one (1) performance of a theatrical production. | Provide promotional material and/or other documentation demonstrating completion of the theatrical performance. | $37,500 |
| 3 | Fixed Price | Execute a minimum of one (1) performance of a theatrical production. | Provide promotional material and/or other documentation demonstrating completion of the theatrical performance. | $37,500 |
| 4 | Fixed Price | Execute a minimum of one (1) performance of a theatrical production. | Provide promotional material and/or other documentation demonstrating completion of the theatrical performance. | $37,500 |
| **Totals** | | | | **$150,000** |

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2027. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).

d) **Change Orders.** Should grant expenditures vary from the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

**2. Length of Agreement.** This Agreement shall begin on July 1, 2026, and shall end June 30, 2027, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

**3. Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Arts and Culture:**
Jennifer Goudeau

Florida Department of State
R.A.Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6494
Email: jennifer.goudeau@dos.myflorida.com

**For the Grantee:**
Andy Palmer
551 Third Street Winter Haven Florida 33881
Phone: 863.291.5656
Email: apalmer@mywinterhaven.com

4. **Grant Payments.** All grant payments are requested by submitting a payment request with documentation that the deliverable has been completed.

The total grant award shall not exceed $150,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of the Agreement. The grant payment schedule is outlined below:

a) The first payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

b) The second payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

c) The third payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

d) The fourth payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

5. **Electronic Payments.** The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. To participate in the Direct Deposit program, vendors and payees must use the Department of Financial Services Florida Integrated Payee System to submit the request. This is an invitation only portal. Vendors and payees must contact the state agency from which they are receiving payments to initiate the invitation process. To be eligible for an invitation to the Florida Integrated Payee System, Grantees must have received at least one (1) payment from the State of Florida via warrant within the past twelve (12) months. For tools and information that allow you to check on payments visit: https://www.myfloridacfo.com/division/aa/vendors.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). **An updated Substitute W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current**

**Substitute W-9 is up to date prior to signing contract.**

7. **Grant Funds Expenditure Log.** The Grantee must submit an expenditure log demonstrating the use of grant funds prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment. The expenditure log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. Expenditure logs will be submitted online with payment requests at https://dosgrants.com.

8. **Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

9. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a) The full amount of the first payment (fixed price in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable is not satisfactorily completed.

   b) Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

   c) Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

   d) Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

   If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award. The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. Pursuant to Section 18, the Grantee shall refund to the Division any excess funds paid out prior to reduction of total grant funding.

10. **Grant Reporting Requirements.**

   1. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses, and activities that occurred during that reporting period. All reports on grant progress will be submitted online through https://dosgrants.com.

      a) **Mid-Year Progress Report** for the grant period July 1 through December 31; the final report is due no later than January 30.

b) **Final Report** for the grant period through June 30; the final report is due no later than July 30.

2. **Total Compensation Paid to Non-Profit Report**:

a) If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment D, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

i) Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

ii) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

b) "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

**11. Matching Funds.** Grantees must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Estimated Project Budget as match. The Division of Arts and Culture will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes* and Underserved Cultural Community Development, Artist Performances on Tour, Teaching Artists and Artist Project categories for Specific Cultural Projects.

**12. Grant Completion Deadline.** The grant completion deadline is June 30 2027. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.

**13. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death, or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**14. Credit Line(s) to Acknowledge Grant Funding.** In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement, or logo made available by the Division, in the same size, type, style, and location as credit to other major donors, in accordance with Section 286.25 *Florida*

*Statutes*:

"Sponsored in part by the State of Florida through the Division of Arts and Culture and the National Endowment for the Arts."

**15. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, and in compliance with Federal requirements at 2 CFR 200 https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. In addition, the following are not allowed as grant or matching expenditures:

a) State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.

b) Federal funds from any source.

c) Funds used as match for other Department of State grants.

d) Expenses incurred or obligated outside of the grant period.

e) Lobbying or attempting to influence federal, state, or local legislation, the judicial branch or any state agency.

f) Capital expenditures (acquisitions, building projects, renovation or remodeling of facilities). Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.

g) Costs associated with bad debts, contingencies (money set aside for *possible* expenses), fines and penalties, interest, taxes (does not include payroll taxes), depreciation, and other financial costs including bank fees and charges and credit card fees.

h) Private entertainment.

i) Food and beverages.

j) Plaques, awards, and scholarships.

k) Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.

l) Re-granting.

m) Contributions and donations.

n) Mortgage payments.

o) Payments to current Department of State employees.

16. **Travel.** The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.

17. **International Travel.** In accordance with Section 15.182, Florida Statutes (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of State), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.

18. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

19. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Division of Arts and Culture, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

20. **Single Audit Act.** The grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

21. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

**23. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

**24. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Arts and Culture grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Arts and Culture, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

**25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

**26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

**29. Copyright.** If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

**30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict

conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

**32. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, disability, or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

The grantee must be in compliance with all relevant antidiscrimination laws, including the anti-boycott rules of this state pursuant to ss. 215.4725 and 287.135, and will not engage in antisemitic discrimination as defined by s. 1.015, including refusals to deal based on an individual's or entity's real or perceived connection to the State of Israel, or engage in antisemitic speech as defined in s. 1.015, in conjunction with the program or project for which their grant is awarded. The applicant understands that a grant applicant found to be engaging in any boycott action, antisemitic discrimination, or antisemitic speech in conjunction with the program or project for which the grant is awarded shall be disqualified from grant eligibility until 10 years after any such action has ceased. A grant recipient found to have engaged in a boycott of Israel or antisemitic discrimination during the duration of the project or program for which its grant was awarded shall be subject to a penalty payable to the State Treasury of three times the amount of the grant received for which the false certification was submitted.

**33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement or the grant program Guidelines or Application the Grantee submitted in its application for the grant funding.

**34. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

**35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of

the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, *Florida Statutes*. All grantees shall maintain documentation demonstrating an open procurement process.

38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Arts and Culture.

40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**44. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement

b) Estimated Project Budget (Attachment A)

c) Single Audit Act Requirements and Exhibit I (Attachment B)

d) Certification Regarding, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment C)

e) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment D)

**In acknowledgment of Grant Number 27.c.ps.180.612 provided for from funds appropriated in the FY 2027 General Appropriation Act in the amount of $150,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

By: _____
Sandy Shaughnessy, Division Director

_____
Witness

_____
Date

Grantee:

By: _____
Authorizing Official for the Grantee

_____
Print name and title of Authorizing Official

_____
Witness

_____
Date

# ATTACHMENT A

## Estimated Project Budget

| Description | Grant Funds | Cash Match | In Kind Match |
|---|---|---|---|
| **Personnel: Administrative** | | | |
| Administrative Personnel | $35,000 | $141,000 | $0 |
| *Subtotals* | *$35,000* | *$141,000* | *$0* |
| **Personnel: Programmatic** | | | |
| Programmatic Pedrsonnel | $15,000 | $80,000 | $20,000 |
| *Subtotals* | *$15,000* | *$80,000* | *$20,000* |
| **Personnel: Technical/Production** | | | |
| Technical & Production Personnel | $30,000 | $160,000 | $10,000 |
| *Subtotals* | *$30,000* | *$160,000* | *$10,000* |
| **Outside Fees and Services: Programmatic** | | | |
| Programmatic Outside Fees & Services | $45,000 | $861,000 | $15,000 |
| *Subtotals* | *$45,000* | *$861,000* | *$15,000* |
| **Outside Fees and Services: Other** | | | |
| Other Outside Fees & Services | $5,000 | $180,000 | $0 |
| *Subtotals* | *$5,000* | *$180,000* | *$0* |
| **Space Rental** | | | |
| Facility Rental | $0 | $0 | $85,000 |
| *Subtotals* | *$0* | *$0* | *$85,000* |
| **Travel (match only)** | | | |
| Transportation | $0 | $10,000 | $0 |
| *Subtotals* | *$0* | *$10,000* | *$0* |
| **Marketing** | | | |

| Description | Grant Funds | Cash Match | In Kind Match |
|---|---|---|---|
| Marketing | $20,000 | $130,000 | $0 |
| *Subtotals* | *$20,000* | *$130,000* | *$0* |
| **Remaining Proposal Expenses** | | | |
| Ticketing | $0 | $45,000 | $0 |
| Insurance (volunteer, D/I, Liability) | $0 | $30,000 | $0 |
| *Subtotals* | *$0* | *$75,000* | *$0* |
| **Totals** | **$150,000** | **$1,637,000** | **$130,000** |

**ATTACHMENT B**

**FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

# AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

# Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

# Audits

## Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office http://www.ecfr.gov

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State through the https://dosgrants.com grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   1. The Department of State through the https://dosgrants.com grants management system.

   2. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

      The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

# EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: NA**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: NA**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:** $150,000

**MATCHING RESOURCES FOR FEDERAL PROGRAMS: YES**

**SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, Cultural and Museum Grants, CSFA 45.061. Award Amount: $150,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

# ATTACHMENT C

## CERTIFICATION REGARDING

## DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

## LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Name and Title of Authorized Representative

_____

Signature Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and/or debarment.

# ATTACHMENT D

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | | |
|---|---|---|---|
| **Name:** | | | |
| **Title:** | | | |
| **Agency Agreement/Contract #** | | | |
| **Total Contract Amount** | | | |
| **Contract Term:** | | | |
| **Invoice Number** | | | |
| **Invoice Period** | | | |
| **Line Item Budget Category** | **Total Amount Allocated** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | | |
| Fringe Benefits | | | |
| Bonuses | | | |
| Accrued Paid Time Off | | | |
| Severance Payments | | | |
| Retirement Contributions | | | |
| In-Kind Payments | | | |
| Incentive Payments | | | |
| | | | |
| **Reimbursements/Allowances** | | | |
| Moving Expenses | | | |
| Transportation Costs | | | |
| Telephone Services | | | |
| Medical Services Costs | | | |
| Housing Costs | | | |
| Meals | | | |
| | | | |
| **Amount Paid to Date** | | | |
| **CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.** | | | |
| Name: | | | |
| Signature: | | | |
| Title: | | | |
| Date: | | | |

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CITY OF WINTER HAVEN, FLORIDA, AND THEATRE WINTER HAVEN, INC**

This Memorandum of Understanding ("MOU") is entered into between the City of Winter Haven, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and Theatre Winter Haven, Inc., a Florida not-for-profit corporation ("Recipient").

Whereas, on August 22, 2024, the City and Recipient entered into an overall Use Agreement and First Addendum, which specifically outlined the Recipient's additional use of the Ritz Theatre and on December 8, 2025 a Second Addendum was entered extending the Use Agreement until August 11, 2044; and

Whereas, the First Addendum outlines uses, operations, financial clauses and programming that Recipient will perform at the Ritz Theatre; and

Whereas, continued programming, support and operations of the Ritz Theatre are beneficial to the Downtown, Community and City; and

Whereas, the City was awarded a General Support Grant for operational costs of the Ritz Theatre through the State of Florida, Department of State, Division of Arts & Culture in the amount of $150,000 ("Grant"); and

Whereas, the City contracts with Recipient for operational activities at the Ritz Theatre via the Use Agreement and Addenda with such grant funding applicable to Recipient's operations at the Ritz Theatre; and

Whereas, the parties desire to enter this MOU to memorialize the City's pass through of the Grant funds ($150,000) to the Recipient while leaving all other terms and conditions of the Use Agreement and all Addenda thereto in full force and effect it being the intent of the Parties to this MOU that this MOU is supplementary to said Use Agreement and Addenda and is not intended as a novation and/or replacement and/or merger of same; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other valuable consideration, the City and Recipient agree as follows:

1. The above Whereas clauses are hereby incorporated into this MOU and form the factual basis for the parties to enter into this MOU. The Grant Agreement is attached to this MOU as Exhibit "A" and incorporated herein by reference.

2. The Recipient will act as the primary Grant Manager to ensure all items and milestones within the Grant Agreement are executed in accordance with the Use Agreement, Grant Agreement and this MOU and the City will serve as the Grant Administrator.

3. The $150,000 of Grant funds shall be split into four (4) equal payments based on milestones within the Grant Agreement. There are also certain clauses within the Grant Agreement outlining penalties should certain milestones not be met which are expressly incorporated into this MOU. The City will hold one payment from the Grant funds as a retainage until such time that the next milestone and payment of Grant funds is met and received. Upon completion of all four (4) milestones, the City will release any withheld retainage amounts of Grant funds so long as all conditions, obligations and assurances in the Grant Agreement are met as determined solely by the City.

4. The Recipient will be primarily responsible to ensure all Grant Agreement requirements are met including all front-end documents, reporting documents, milestone payment requests and documentation, grant administration and close-out. Once all close-out documents are completed, the Recipient may invoice the City for the final payment of Grant funds. Upon receipt of a complete invoice with completeness being determined solely by the City, the City will process final payment so as to be consistent with all Grant Agreement requirements.

Funds from the Grant and memorialized and addressed in this MOU shall be used solely for expenses directly outlined within the Grant Agreement, attached to this MOU as Exhibit "A" and incorporated herein by reference. Such determination of the appropriate use of Grant funds shall be made within the sole determination of the City. Provided further that Recipient agrees to provide any and all information, records, and/or documentation requested by the City relating to the expenditure and use of Grant funds as well as cooperate at Recipient's cost in any audits and/or review and/or accountings of the disbursement, expenditure, and use of Grant funds.

5. *Prohibition Against the Use of Diversity, Equity, and Inclusion Materials*. Recipient certifies that it does not and will not use Grant funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Section 166.04971 of the Florida Statutes.

Funds from the Grant and MOU shall not be used for personal compensation, distributions, or expenses unrelated to the operation of the Ritz Theatre.

6. Funds from the Grant and addressed in this MOU shall not exceed $150,000. The Recipient will maintain records of purchases and expenditures associated with the Grant funds and shall provide copies of receipts, invoices, or other supporting documentation to the City upon request.

7. This MOU may only be amended in writing so long as approved by both Parties. This MOU will remain in effect for a period of time that is commensurate with the term of the Use Agreement and Addenda between the City and Recipient and the expenditure and/or audit and/or review/accounting of the Grant funds.

8. All reports, notices, and inquiries should be submitted to:

If to the City: **Parks Recreation and Culture Interim Director**
**Attn: Scott Eilers**
**City of Winter Haven**

**500 Third Street, N.W.**
**Winter Haven, FL 33881**

If to the Recipient: **Theatre Winter Haven, Inc**
**Attention: Daniel Joseph Chesnicka, CEO**
**210 Cypress Gardens Blvd., SW 33880**
**Post Office Box 1230**
**Winter Haven, FL 33882**

9. This MOU shall be governed by the laws of the State of Florida, without regard to any conflict of laws provisions. Venue for any actions arising out of this MOU shall be filed exclusively in the State Courts of competent jurisdiction located in Polk County, Florida.

10. The Recipient does hereby waive, release, and fully discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of any use or misuse of the Grant funds contributed by the City hereunder. The entire risk as to the use of such Grant funds is assumed by the Recipient. In no event shall the City or its elected and appointed officials and officers, employees, or agents, be responsible for and/or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from use of the Grant funds. The above limitations on liability apply even though the Recipient may not have been advised of the possibility of such damages. These provisions shall survive the expiration, termination and/or cancelation of this MOU.

11. The Recipient shall indemnify, defend and hold harmless the City and its elected and appointed officials, officers, employees, and agents, from and against any and all claims, liability and damages, including but not limited to attorney's fees and costs in any forum arising from the use of the Grant funds contributed by the City as contemplated in the Grant Agreement and this MOU. Nothing herein shall be deemed a waiver, express or implied, of the City's sovereign immunity under applicable law and/or constitute a waiver in any manner of the limits of the City's liability set forth in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. By accepting this indemnification, the City does not intend to waive in any manner the City's sovereign immunity under Florida law or constitute a waiver in any manner of the limits of the City's liability as set forth in Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise. These provisions shall survive the expiration, termination and/or cancelation of this MOU.

12. Other:

1. This MOU is intended to memorialize an understanding of the use of the $150,000 of Grant funds as outlined within the Grant Agreement attached hereto as Exhibit "A" and incorporated herein by reference. This MOU is supplemental to the Use Agreement and Addenda entered into between the City and Recipient, and accordingly, said Use Agreement and Addenda are intended to remain in full force and effect and are not merged and/or integrated into this MOU.

Dated this _____ day of _____, 2026.

| | |
|---|---|
| _____ | _____ |
| T. Michael Stavres | Dan Chesnicka |
| City Manager | Theatre Winter Haven, Inc |
| City of Winter Haven, Florida | |

# Agreement Between
# The State of Florida, Department of State
# And
# City of Winter Haven

This Agreement is by and between the State of Florida, Department of State, Division of Arts and Culture hereinafter referred to as the "Division," and the City of Winter Haven hereinafter referred to as the "Grantee."

The Grantee has been awarded a General Program Support grant by the Division, grant number 27.c.ps.180.612 for the project "Historic Ritz Theatre, General Support" in the amount of $150,000. Funds for this grant have been appropriated in the FY 2027 General Appropriations Act on line 3333. The Division has the authority to administer this grant in accordance with Section 265.286, *Florida Statutes*.

Funds from this grant are allocated by the State of Florida, Department of State, Division of Arts and Culture to meet the required cost share or match for federal funding from the National Endowment for the Arts State Partnership Award # 1951290-61-26 and as such are considered NEA subawards**.** All funds disbursed under this program may only be used in compliance with both State and Federal regulations including applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable statutes, regulations, and executive orders.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "Historic Ritz Theatre, General Support" project, the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work**:

Complete the introductory package of requirements for the implementation of the Scope of Work. Execute a minimum of three (3) performances of theatrical productions.

All tasks associated with the project will be completed by June 30, 2027.

b) The Grantee agrees to provide the following **Deliverables and Performance Measures** related to the Scope of Work for payments to be awarded.

| # | Payment Type | Deliverable Description | Documentation | Payment Amount |
|---|---|---|---|---|
| 1 | Fixed Price | Complete the introductory package of requirements for the implementation of the Scope of Work. | Introductory package of requirements includes: Timeline of grant activities for the grant period (e.g., Calendar of Events, Season Schedule, etc.) and Grants Management Webinar Quiz Certificate of Completion demonstrating a 100/100 score. | $37,500 |

| | | | | |
|---|---|---|---|---|
| 2 | Fixed Price | Execute a minimum of one (1) performance of a theatrical production. | Provide promotional material and/or other documentation demonstrating completion of the theatrical performance. | $37,500 |
| 3 | Fixed Price | Execute a minimum of one (1) performance of a theatrical production. | Provide promotional material and/or other documentation demonstrating completion of the theatrical performance. | $37,500 |
| 4 | Fixed Price | Execute a minimum of one (1) performance of a theatrical production. | Provide promotional material and/or other documentation demonstrating completion of the theatrical performance. | $37,500 |
| **Totals** | | | | **$150,000** |

c) The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables for fiscal year 2027. The Budget provides details of how grant funds will be spent (which is incorporated as part of this Agreement and entitled Attachment A). All expenditures for this agreement shall be in accordance with this budget (Attachment A).

d) **Change Orders.** Should grant expenditures vary from the budgeted grant amount for any category by more than 20%, the Grantee shall be required to submit a proposal for revision of the Project Budget with a written explanation for the reason(s) for deviation(s) from the original Project Budget to the Division for review and written approval.

**2. Length of Agreement.** This Agreement shall begin on July 1, 2026, and shall end June 30, 2027, unless terminated in accordance with the provisions of Section 34 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Division approves such extension. The Grantee's written request for such extension must be submitted to the Division no later than thirty (30) days prior to the termination date of this Agreement.

**3. Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Arts and Culture:**
Jennifer Goudeau

Florida Department of State
R.A.Gray Building
500 South Bronough Street
Tallahassee, FL 32399
Phone: 850.245.6494
Email: jennifer.goudeau@dos.myflorida.com

**For the Grantee:**
Andy Palmer
551 Third Street Winter Haven Florida 33881
Phone: 863.291.5656
Email: apalmer@mywinterhaven.com

4. **Grant Payments.** All grant payments are requested by submitting a payment request with documentation that the deliverable has been completed.

The total grant award shall not exceed $150,000 which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of the Agreement. The grant payment schedule is outlined below:

a) The first payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

b) The second payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

c) The third payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

d) The fourth payment will be a fixed price in the amount of 25% of the grant award. Payment will be made in accordance with the completion of the Deliverables.

5. **Electronic Payments.** The Grantee may choose to use electronic funds transfer (EFT) to receive grant payments. To participate in the Direct Deposit program, vendors and payees must use the Department of Financial Services Florida Integrated Payee System to submit the request. This is an invitation only portal. Vendors and payees must contact the state agency from which they are receiving payments to initiate the invitation process. To be eligible for an invitation to the Florida Integrated Payee System, Grantees must have received at least one (1) payment from the State of Florida via warrant within the past twelve (12) months. For tools and information that allow you to check on payments visit: https://www.myfloridacfo.com/division/aa/vendors.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). **An updated Substitute W-9 must be on file with www.myfloridacfo.com prior to release of payment. Grantee should confirm current**

**Substitute W-9 is up to date prior to signing contract.**

**7. Grant Funds Expenditure Log.** The Grantee must submit an expenditure log demonstrating the use of grant funds prior to the release of any subsequent payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment. The expenditure log details how grant funds were spent to achieve the deliverable(s) during the previous payment period. Expenditure logs will be submitted online with payment requests at https://dosgrants.com.

**8. Amendment to Contract.** Either party may request modification of the provisions of this Agreement by contacting the Division to request an Amendment to the Contract. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement. If changes are implemented without the Division's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

**9. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

a) The full amount of the first payment (fixed price in the amount of 25% of the grant award) will be returned to the State of Florida if any Deliverable is not satisfactorily completed.

b) Second payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

c) Third payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

d) Fourth payment will be withheld for failure to complete services as identified in the Scope of Work and Deliverables or to submit a Grant Funds Expenditure Log demonstrating appropriate use of state funds.

If the grantee has spent less than the total grant award in state funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between state dollars spent and the total grant award. The Division shall reduce total grant funding for the Project in direct proportion to match contributions not met by the end of the grant period. Pursuant to Section 18, the Grantee shall refund to the Division any excess funds paid out prior to reduction of total grant funding.

**10. Grant Reporting Requirements.**

1. The Grantee must submit the following reports to the Division. All reports shall document the completion of any deliverables/tasks, expenses, and activities that occurred during that reporting period. All reports on grant progress will be submitted online through https://dosgrants.com.

a) **Mid-Year Progress Report** for the grant period July 1 through December 31; the final report is due no later than January 30.

b) **Final Report** for the grant period through June 30; the final report is due no later than July 30.

2. **Total Compensation Paid to Non-Profit Report**:

a) If applicable, the Grantee shall complete and return to the Division within 30 days of the execution of this Agreement Attachment D, entitled "Total Compensation Paid to Non-Profit Personnel Using State Funds" which shall satisfy the requirement to provide documentation that indicates the amount of state funds:

i) Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

ii) Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

b) "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

**11. Matching Funds.** Grantees must provide at least one dollar in cash or in-kind (donated goods or services) for every dollar requested from the Division. Some expenses can only be included in the Estimated Project Budget as match. The Division of Arts and Culture will provide exceptions to the financial matching requirements on grants for Rural Economic Development Initiative (REDI) communities that have been designated in accordance with Sections 288.0656 and 288.06561, *Florida Statutes* and Underserved Cultural Community Development, Artist Performances on Tour, Teaching Artists and Artist Project categories for Specific Cultural Projects.

**12. Grant Completion Deadline.** The grant completion deadline is June 30 2027. The Grant Completion Deadline is the date when the project is 100% complete and all grant and matching funds have been paid out in accordance with the work described in the Scope of Work, detailed in the Approved Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, the extension may not exceed 30 days, unless the Grantee can demonstrate extenuating circumstances as described in Section 13 of this Agreement.

**13. Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least 30 days prior to the end of the grant period and may not exceed 30 days, unless the Grantee can clearly demonstrate extenuating circumstances. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the project such as a natural disaster, death, or serious illness of the individual responsible for the completion of the project, litigation related to the project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Prior written approval is required for extensions.

**14. Credit Line(s) to Acknowledge Grant Funding.** In publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement, or logo made available by the Division, in the same size, type, style, and location as credit to other major donors, in accordance with Section 286.25 *Florida*

*Statutes*:

"Sponsored in part by the State of Florida through the Division of Arts and Culture and the National Endowment for the Arts."

**15. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2, and in compliance with Federal requirements at 2 CFR 200 https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1. In addition, the following are not allowed as grant or matching expenditures:

a) State funds from any source. This includes any income that comes from an appropriation of state funds or grants from the State of Florida.

b) Federal funds from any source.

c) Funds used as match for other Department of State grants.

d) Expenses incurred or obligated outside of the grant period.

e) Lobbying or attempting to influence federal, state, or local legislation, the judicial branch or any state agency.

f) Capital expenditures (acquisitions, building projects, renovation or remodeling of facilities). Exception: capital expenditures that are directly related to the proposal such as exhibit construction or stage lighting.

g) Costs associated with bad debts, contingencies (money set aside for *possible* expenses), fines and penalties, interest, taxes (does not include payroll taxes), depreciation, and other financial costs including bank fees and charges and credit card fees.

h) Private entertainment.

i) Food and beverages.

j) Plaques, awards, and scholarships.

k) Activities restricted to private or exclusive participation, which shall include restricting access to programs on the basis of sex, race, color, national origin, religion, disability, age, or marital status.

l) Re-granting.

m) Contributions and donations.

n) Mortgage payments.

o) Payments to current Department of State employees.

16. **Travel.** The grantee must pay any travel expenses necessary for the completion of grant activities from local matching funds.

17. **International Travel.** In accordance with Section 15.182, Florida Statutes (International travel by state-funded musical, cultural, or artistic organizations; notification to the Department of State), the grantee shall notify the Department of State of any international travel at least 30 days before the date the international travel is to commence or, when an intention to travel internationally is not formed at least 30 days in advance of the date the travel is to commence, as soon as feasible after forming such travel intention. Notification shall include date, time, and location of each appearance.

18. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures.*

19. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Division of Arts and Culture, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

20. **Single Audit Act.** The grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

21. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

22. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

**23. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

**24. Noncompliance with Grant Requirements.** Any applicant that has not submitted required reports or satisfied other administrative requirements for other Division of Arts and Culture grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Arts and Culture, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any OCHIP grant may be released.

**25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division.

c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d) The name of the account(s) must include the grant award number;

e) The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

**26. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee, beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents, and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be an agents, servants, joint venturers, or partners of the Division.

**29. Copyright.** If publications, films, or similar materials are developed, directly or indirectly, from a program, project, or activity supported by the grant funds herein, any resulting copyright shall be held by the Grantee. As a condition of grant assistance, the Grantee agrees to and hereby awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

**30. Liability.** The Division will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Division.

a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; provided that such subcontract has been approved in writing by the Department prior to its execution; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**31. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict

conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

**32. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, disability, or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

The grantee must be in compliance with all relevant antidiscrimination laws, including the anti-boycott rules of this state pursuant to ss. 215.4725 and 287.135, and will not engage in antisemitic discrimination as defined by s. 1.015, including refusals to deal based on an individual's or entity's real or perceived connection to the State of Israel, or engage in antisemitic speech as defined in s. 1.015, in conjunction with the program or project for which their grant is awarded. The applicant understands that a grant applicant found to be engaging in any boycott action, antisemitic discrimination, or antisemitic speech in conjunction with the program or project for which the grant is awarded shall be disqualified from grant eligibility until 10 years after any such action has ceased. A grant recipient found to have engaged in a boycott of Israel or antisemitic discrimination during the duration of the project or program for which its grant was awarded shall be subject to a penalty payable to the State Treasury of three times the amount of the grant received for which the false certification was submitted.

**33. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement or the grant program Guidelines or Application the Grantee submitted in its application for the grant funding.

**34. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages, if grant funds are returned under this Section.

**35. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

**36. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of

the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Division to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

37. **Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Government entities shall follow procurement procedures in accordance with Section 287.057, *Florida Statutes*. All grantees shall maintain documentation demonstrating an open procurement process.

38. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

39. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Arts and Culture.

40. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

41. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

42. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990.

43. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**44. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

a) This Agreement

b) Estimated Project Budget (Attachment A)

c) Single Audit Act Requirements and Exhibit I (Attachment B)

d) Certification Regarding, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment C)

e) Total Compensation Paid to Non-Profit Personnel Using State Funds (Attachment D)

**In acknowledgment of Grant Number 27.c.ps.180.612 provided for from funds appropriated in the FY 2027 General Appropriation Act in the amount of $150,000, I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.**

Department of State:

By: _____
Sandy Shaughnessy, Division Director

_____
Witness

_____
Date

Grantee:

By: _____
Authorizing Official for the Grantee

_____
Print name and title of Authorizing Official

_____
Witness

_____
Date

# ATTACHMENT A

## Estimated Project Budget

| Description | Grant Funds | Cash Match | In Kind Match |
|---|---|---|---|
| **Personnel: Administrative** | | | |
| Administrative Personnel | $35,000 | $141,000 | $0 |
| *Subtotals* | *$35,000* | *$141,000* | *$0* |
| **Personnel: Programmatic** | | | |
| Programmatic Pedrsonnel | $15,000 | $80,000 | $20,000 |
| *Subtotals* | *$15,000* | *$80,000* | *$20,000* |
| **Personnel: Technical/Production** | | | |
| Technical & Production Personnel | $30,000 | $160,000 | $10,000 |
| *Subtotals* | *$30,000* | *$160,000* | *$10,000* |
| **Outside Fees and Services: Programmatic** | | | |
| Programmatic Outside Fees & Services | $45,000 | $861,000 | $15,000 |
| *Subtotals* | *$45,000* | *$861,000* | *$15,000* |
| **Outside Fees and Services: Other** | | | |
| Other Outside Fees & Services | $5,000 | $180,000 | $0 |
| *Subtotals* | *$5,000* | *$180,000* | *$0* |
| **Space Rental** | | | |
| Facility Rental | $0 | $0 | $85,000 |
| *Subtotals* | *$0* | *$0* | *$85,000* |
| **Travel (match only)** | | | |
| Transportation | $0 | $10,000 | $0 |
| *Subtotals* | *$0* | *$10,000* | *$0* |
| **Marketing** | | | |

| Description | Grant Funds | Cash Match | In Kind Match |
|---|---|---|---|
| Marketing | $20,000 | $130,000 | $0 |
| *Subtotals* | *$20,000* | *$130,000* | *$0* |
| **Remaining Proposal Expenses** | | | |
| Ticketing | $0 | $45,000 | $0 |
| Insurance (volunteer, D/I, Liability) | $0 | $30,000 | $0 |
| *Subtotals* | *$0* | *$75,000* | *$0* |
| **Totals** | **$150,000** | **$1,637,000** | **$130,000** |

**ATTACHMENT B**
**FLORIDA SINGLE AUDIT ACT REQUIREMENTS**

# AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

# Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes* (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

# Audits

## Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained

from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office http://www.ecfr.gov

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)
http://www.leg.state.fl.us/

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

1. The Department of State through the https://dosgrants.com grants management system.

2. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   1. The Department of State through the https://dosgrants.com grants management system.

   2. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

      The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

# EXHIBIT 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING: NA**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: NA**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:** $150,000

**MATCHING RESOURCES FOR FEDERAL PROGRAMS: YES**

**SUBJECT TO SECTION 215.97, *FLORIDA STATUTES*:**

Florida Department of State, Cultural and Museum Grants, CSFA 45.061. Award Amount: $150,000

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at https://apps.fldfs.com/fsaa/.

# ATTACHMENT C

## CERTIFICATION REGARDING

## DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

## LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Name and Title of Authorized Representative

_____

Signature Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and/or debarment.

# ATTACHMENT D

## Total Compensation Paid to Non-Profit Personnel Using State Funds

| | | | |
|---|---|---|---|
| **Name:** | | | |
| **Title:** | | | |
| **Agency Agreement/Contract #** | | | |
| **Total Contract Amount** | | | |
| **Contract Term:** | | | |
| **Invoice Number** | | | |
| **Invoice Period** | | | |
| **Line Item Budget Category** | **Total Amount Allocated** | **Total Amount Paid** | **Amount Paid from State Funds** |
| Salaries | | | |
| Fringe Benefits | | | |
| Bonuses | | | |
| Accrued Paid Time Off | | | |
| Severance Payments | | | |
| Retirement Contributions | | | |
| In-Kind Payments | | | |
| Incentive Payments | | | |
| | | | |
| **Reimbursements/Allowances** | | | |
| Moving Expenses | | | |
| Transportation Costs | | | |
| Telephone Services | | | |
| Medical Services Costs | | | |
| Housing Costs | | | |
| Meals | | | |
| | | | |
| **Amount Paid to Date** | | | |

**CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.**

| | |
|---|---|
| Name: | |
| Signature: | |
| Title: | |
| Date: | |

**CITY OF WINTER HAVEN, FLORIDA**
**COMPLIANCE CERTIFICATION REGARDING OFFICIAL ACTIONS OF LOCAL GOVERNMENTS**
**SECTIONS 166.04971 AND 287.139, FLORIDA STATUTES**

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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.

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**On behalf of the following organization applying to the City of Winter Haven, Florida, for public municipal funds, the organization's authorized signatory hereby certifies, under penalty of perjury, as follows:**

**Name of Applying Organization:** Citibot, Inc.

**Name of Authorized Signatory:** W. Bratton Riley

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 3rd day of September, 20 26.

_____
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.

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**DATE:** October 15, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Scott Eilers, Interim Parks Recreation & Culture Department Director
Natalie Wilson, Special Events & Initiatives Coordinator

**SUBJECT:** FDOT Temporary Closure Permit Applications

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## BACKGROUND

### Havendale Christmas Parade – December 4, 2026

The City of Winter Haven, in partnership with the City of Auburndale, will host the annual Havendale Christmas Parade on Friday, December 4, 2026. This longstanding community tradition brings together residents, local organizations, businesses, and visitors from both municipalities to celebrate the holiday season.

The parade route will begin on Havendale Boulevard, just west of U.S. Highway 17 in Winter Haven, and proceed west along Havendale Boulevard to 42nd Street in Auburndale. The parade is scheduled to take place from 7:00 p.m. to approximately 9:00 p.m.

As in previous years, the City of Winter Haven will serve as the lead municipality responsible for submitting the required FDOT roadway closure application on behalf of both cities. Designated detour routes have been identified to accommodate vehicular traffic during the closure period. Both municipalities will coordinate with their respective public safety and transportation personnel to facilitate traffic management and support the safe operation of the parade.

### Jewett Alumni Association Parade – December 19, 2026

The Jewett Alumni Association will host a community parade on Saturday, December 19, 2026, in recognition of the organization's 40th anniversary. Temporary roadway closures are anticipated to begin at 10:30 a.m., with the parade scheduled to commence at 11:00 a.m. and conclude at approximately 12:00 p.m.

The parade will begin at Zion Hill Missionary Baptist Church and proceed north along 2nd Street to Avenue O. Participants will then travel west on Avenue O to 1st Street, continuing north to Martin Luther King Jr. Boulevard. From there, the parade will proceed east along Martin Luther King Jr. Boulevard, concluding at the Winter Haven Recreation and Cultural Center, where additional community activities are planned following the parade.

Designated detour routes have been identified to accommodate traffic during the temporary closures. The City will coordinate with the appropriate departments and public safety personnel to support traffic control, participant safety, and the reopening of affected roadways following the event.

## FINANCIAL IMPACT

There is no financial impact to the City for these requests to FDOT.

## STRATEGIC PLAN ALIGNMENT

- These are routine requests associated within normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, they are aligned with the Infrastructure Pillar.

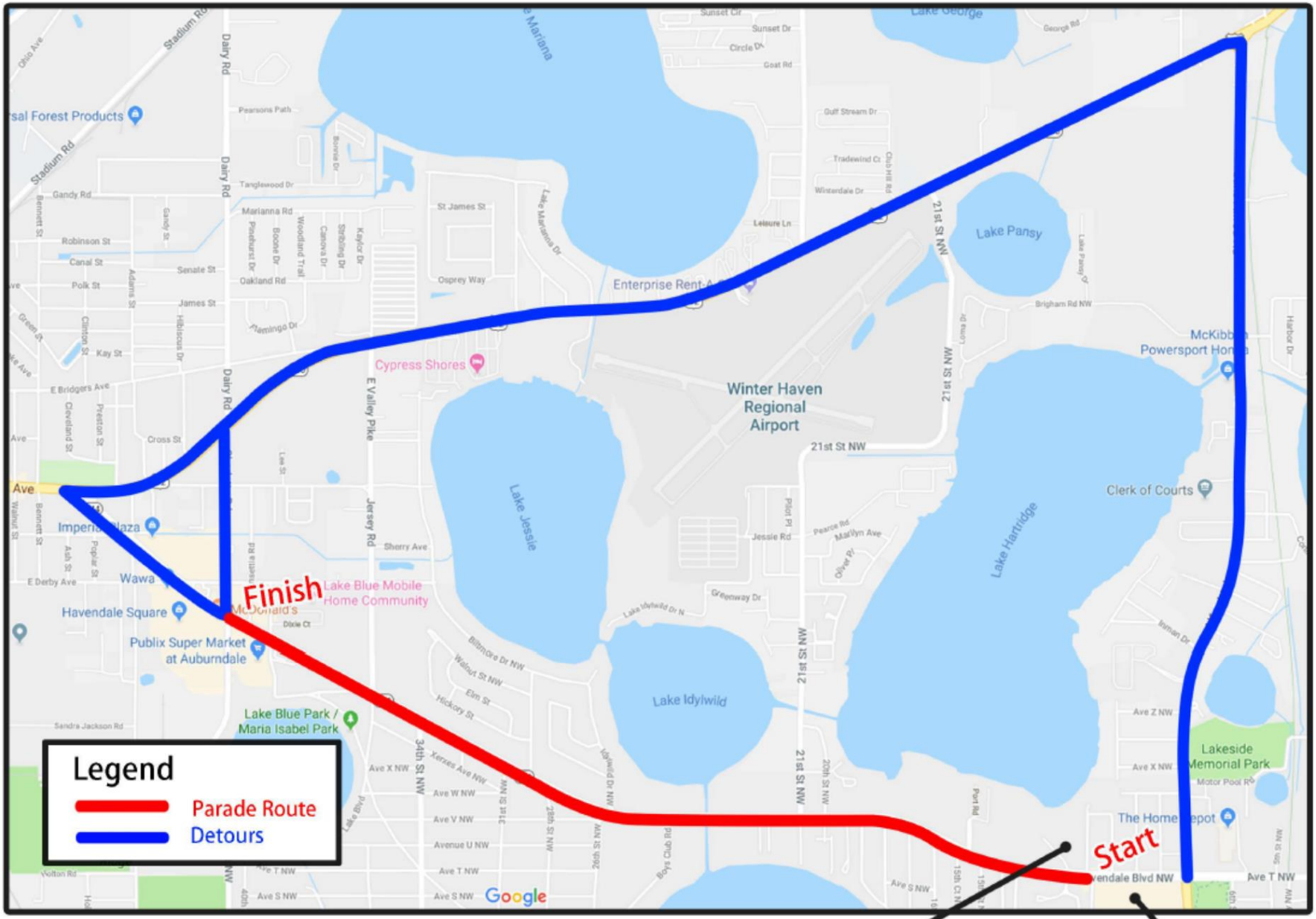
## RECOMMENDATION

Staff recommends City Commission authorize staff to take all necessary action for the temporary roadway closures associated with both parades to satisfy FDOT application requirements and allow the City to proceed with the necessary permitting and interagency coordination.

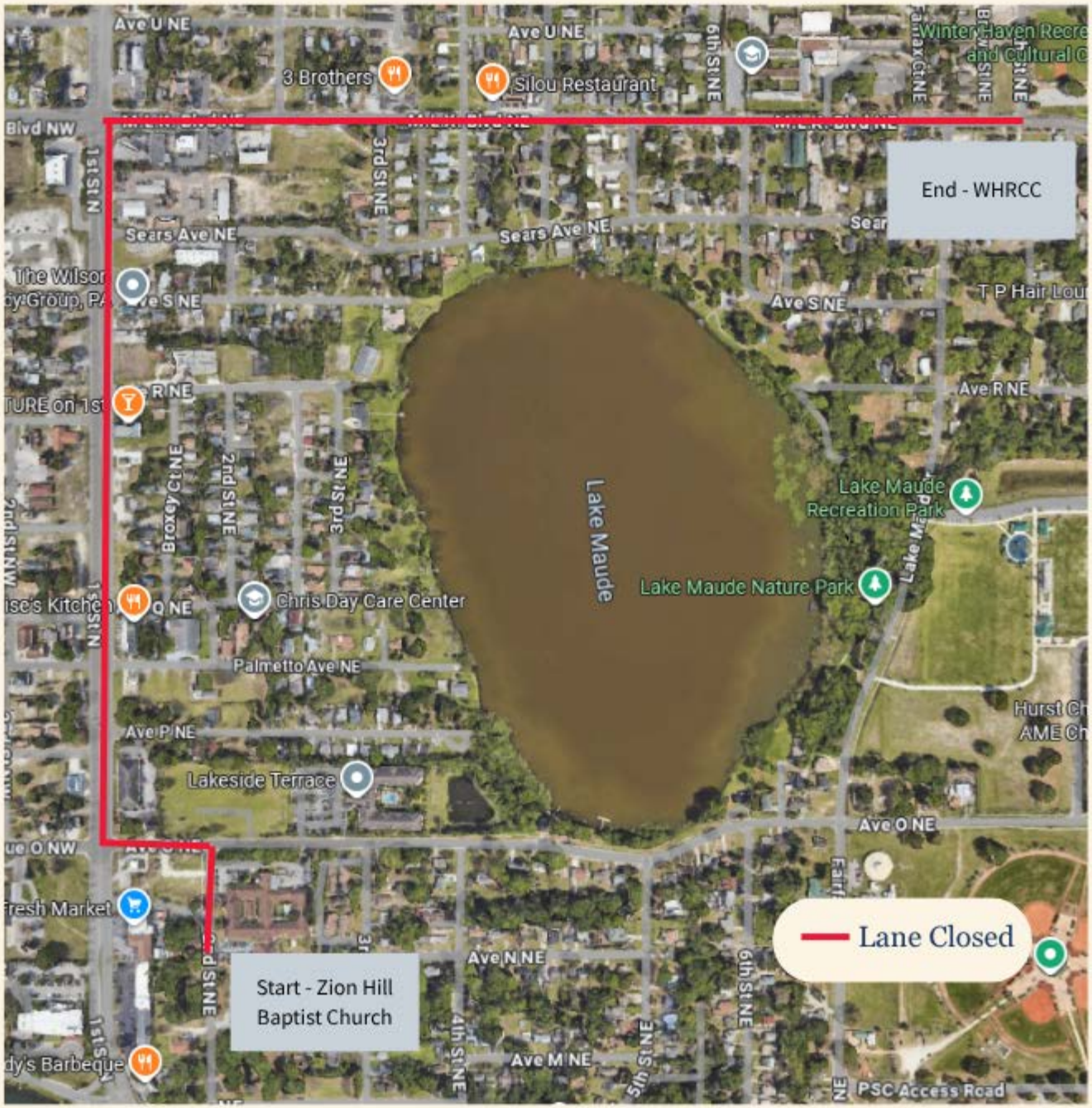
## ATTACHMENTS

- Havendale Parade Route
- Jewett Alumni Parade Route

# Havendale Christmas Parade Route & Detours



# Jewett Alumni Parade Map



**DATE:** October 12, 2026

**TO:** Honorable Mayor and City Commissioners

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

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

**SUBJECT:** Logistics Parkway/Pollard Rd. Extension - Phase I Construction Change Order #2 (ITB-25-34)

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## BACKGROUND

On July 14, 2025, the City of Winter Haven issued Invitation to Bid ITB-25-34 for Phase I of the Logistics Parkway/Pollard Road Extension project. The project was awarded to Tucker Paving, Inc., the lowest responsive and responsible bidder, and a purchase order was issued in the amount of $5,147,554.46 for construction. A Notice to Proceed was issued on October 16, 2025, and construction began on November 3, 2025.

During construction, field conditions and unforeseen circumstances required modifications to the original contract plans and quantities, as well as mitigation of environmental impacts.

Due to the roadway elevation difference between Phase II and Phase I of the project, modifications to the Phase I roadway were required, including structure riser modifications and the removal and replacement of curb and gutter. This resulted in an additional cost of $15,909.90.

Significant drainage concerns were observed during rain events in the southern portion of the project near a large warehouse facility. These concerns were attributed to existing and planned elevations. Additional work to address the drainage concerns included an inlet, pipe culvert, and swale grading, resulting in an additional cost of $16,657.60.

During construction, gopher tortoise burrows were encountered within the project limits, requiring additional environmental measures, including relocation, permitting, surveying, and coordination to maintain regulatory compliance while allowing construction to proceed. These measures resulted in an additional cost of $87,260.20.

## FINANCIAL IMPACT

Previously, the City Commission approved Change Order #1 in April 2026 in the amount of $166,978.97.

The proposed Change Order #2 is in the amount of $119,827.70, bringing the total project cost to $5,434,361.13. This additional cost will be paid using funds from the Transportation Fund budgeted for the Logistics Parkway Extension Project.

## STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal: 3.2** - Take a comprehensive approach to transportation planning and maintenance of transportation assets.
- **Goal: 3.3** - Ensure an actionable strategy is in place for the future of water resources.

## RECOMMENDATION

Staff recommends the City Commission approve the Logistics Parkway/Pollard Rd. Extension - Phase I Construction Change Order #2 in the amount of $119,827.70 and authorize the City Manager or his designee to increase the purchase order by $119,827.70 and to take any additional actions necessary thereto.

## ATTACHMENTS

- Change Order #2 from Tucker Paving, Inc.
- Change Order Authorization Form

TUCKER Paving INC.
TOTAL SITE • UTILITIES

5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

| | | | |
|---|---|---|---|
| **To:** | City of Winter Haven | **Contact:** | Todd Gooding |
| **Address:** | Winter Haven, FL 33880 | **Phone:** | |
| | | **Email:** | tgooding@mywinterhaven.com |
| **Project Name:** | Logistics Pakway Ext./ Pollard Road Phase 1 - CHANGE ORDERS | **Bid Number:** | 25-629 |
| **Project Location:** | FL | **Bid Date:** | 9/10/2026 |

This change order represents the cost associated with the following: Tortoise survey related costs incurred by Tucker Paving, additional structure purchase and install due to a plan revision under T&M tickets dated 6/2/26 & 6/3/26, Raising 50 LF of F-Curb at the tie in to Pollard Rd, and installing additional ERCP and Storm structure across coca cola driveway.

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| **Tortoise Survey COR#004** | | | | | |
| | Gopher Tortoise Survey (Segment 5 Logistics Parkway Extension Phase 1) | 1.00 | EACH | $5,500.00 | $5,500.00 |
| | Gopher Tortoise Survey (Segment 5 Logistics Parkway Extension Phase 1) | 1.00 | EACH | $4,000.00 | $4,000.00 |
| | Gopher Tortoise Permit Application (Segment 5 Logistics Parkway Extension Phase 1) | 1.00 | EACH | $2,500.00 | $2,500.00 |
| | Gopher Tortoise FWC Mitigation Fee (Segment 5 Logistics Parkway Extension Phase 1) | 1.00 | EACH | $45,224.00 | $45,224.00 |
| | Gopher Tortoise Burrow Excavation (Segment 5 Logistics Parkway Extension Phase 1) | 1.00 | EACH | $5,500.00 | $5,500.00 |
| | Sanctuary Fee (Segment 5 Logistics Parkway Extension Phase 1) | 1.00 | EACH | $18,000.00 | $18,000.00 |
| | Overhead And Profit | 1.00 | LS | $6,536.20 | $6,536.20 |
| | **Total Price for above Tortoise Survey COR#004 Items:** | | | | **$87,260.20** |
| **Material COR#005** | | | | | |
| | Additional Precast Structure (S-131) | 1.00 | EACH | $3,696.34 | $3,696.34 |
| | **Total Price for above Material COR#005 Items:** | | | | **$3,696.34** |
| **T&M Ticket Dated 6/2/2026 COR#005** | | | | | |
| | Foreman | 8.00 | HR | $42.50 | $340.00 |
| | Operator | 8.00 | HR | $46.50 | $372.00 |
| | Laborers (3) | 24.00 | HR | $38.50 | $924.00 |
| | Loader | 4.00 | HR | $84.00 | $336.00 |
| | Large Trackhoe | 8.00 | HR | $185.00 | $1,480.00 |
| | Overhead And Profit | 1.00 | LS | $604.10 | $604.10 |
| | **Total Price for above T&M Ticket Dated 6/2/2026 COR#005 Items:** | | | | **$4,056.10** |
| **T&M Ticket Dated 6/3/2026 COR#005** | | | | | |
| | Foreman | 8.00 | HR | $42.50 | $340.00 |
| | Operator | 4.00 | HR | $46.50 | $186.00 |
| | Laborer (5) | 40.00 | HR | $38.50 | $1,540.00 |
| | Loader | 4.00 | HR | $84.00 | $336.00 |

TUCKER Paving INC.
TOTAL SITE • UTILITIES

5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

| | | | |
|---|---|---|---|
| **To:** | City of Winter Haven | **Contact:** | Todd Gooding |
| **Address:** | Winter Haven, FL 33880 | **Phone:** | |
| | | **Email:** | tgooding@mywinterhaven.com |
| **Project Name:** | Logistics Pakway Ext./ Pollard Road Phase 1 - CHANGE ORDERS | **Bid Number:** | 25-629 |
| **Project Location:** | FL | **Bid Date:** | 9/10/2026 |

| Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| | 80LB Bag Of Concrete | 39.00 | EACH | $6.49 | $253.11 |
| | Overhead And Profit | 1.00 | LS | $464.64 | $464.64 |
| | **Total Price for above T&M Ticket Dated 6/3/2026 COR#005 Items:** | | | | **$3,119.75** |
| **COR#006 Demo & Raise F Curb** | | | | | |
| | Demo Type F Curb & Raise Inlet | 1.00 | LS | $2,329.71 | $2,329.71 |
| 520 1 10 | CONCRETE CURB & GUTTER , TYPE F - Option 1 | 50.00 | LF | $54.16 | $2,708.00 |
| | **Total Price for above COR#006 Demo & Raise F Curb Items:** | | | | **$5,037.71** |
| **COR#007 Flooding Issue** | | | | | |
| | Grade Swales | 127.00 | LF | $14.42 | $1,831.34 |
| 430 175 218 | PIPE CULVERT,OPT MATERIAL,OTHER-ELIP/ARCH, 18"S/CD | 76.00 | LF | $128.27 | $9,748.52 |
| 425 1 541 | INLETS , DT BOT, TYPE D, <10' | 1.00 | EACH | $5,077.74 | $5,077.74 |
| | **Total Price for above COR#007 Flooding Issue Items:** | | | | **$16,657.60** |

**Total Bid Price: $119,827.70**

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** _____

**Signature:** _____

**Date of Acceptance:** _____

**CONFIRMED:**

**Tucker Paving, Inc.**

**Authorized Signature:** _____

**Estimator:** Alan Albert
863-299-2262 aalbert@tuckerpaving.com

# INVOICE

**IVA Environmental Services**
22102 Kimble Ave
Port Charlotte, FL 33952-7023

finance@ivaenvironmental.com
+1 (941) 457-6272
www.ivaenvironmental.com

**Bill to**
RK&K Javier Cruz

**Invoice details**
Invoice no.: 14880437
Terms: Net 30
Invoice date: 06/05/2026
Due date: 07/05/2026

| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | **Gopher Tortoise Survey (GT Survey)** | Segment 5 Logistics Parkway Extension<br>Phase 1<br>P_1402 | 1 | $5,500.00 | $5,500.00 |

**Total** **$5,500.00**

## Ways to pay

BANK

Thank you for your business! Please mail a check to our address (as shown on the invoice). If you prefer to pay electronically, reach out via email

View and pay

# INVOICE

**IVA Environmental Services**
22102 Kimble Ave
Port Charlotte, FL 33952-7023

finance@ivaenvironmental.com
+1 (941) 457-6272
www.ivaenvironmental.com

**Bill to**
RK&K Javier Cruz

**Invoice details**
Invoice no.: 14880627
Terms: Net 30
Invoice date: 07/02/2026
Due date: 08/01/2026

| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | **Gopher Tortoise Survey (GT Survey)** | Segment 5 Logistics Parkway Extension Phase 1 - P_1402 | 1 | $4,000.00 | $4,000.00 |
| 2. | **Gopher Tortoise Permit Application** | Segment 5 Logistics Parkway Extension Phase 1 P_1402 | 1 | $2,500.00 | $2,500.00 |
| 3. | **Gopher Tortoise FWC Mitigation Fee** | Segment 5 Logistics Parkway Extension Phase 1 P_1402 | 1 | $45,224.00 | $45,224.00 |

**Total** **$51,724.00**

## Ways to pay

BANK

Thank you for your business! Please mail a check to our address (as shown on the invoice). If you prefer to pay electronically, reach out via email

View and pay

# INVOICE

**IVA Environmental Services**
22102 Kimble Ave
Port Charlotte, FL 33952-7023

finance@ivaenvironmental.com
+1 (941) 457-6272
www.ivaenvironmental.com

**Bill to**
RK&K Javier Cruz

**Invoice details**
Invoice no.: 14880667
Terms: Net 30
Invoice date: 07/01/2026
Due date: 07/31/2026

| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | **Gopher Tortoise Burrow Excavation** | Segment 5 Logistics Parkway Extension Phase 1 P_1402 | 1 | $5,500.00 | $5,500.00 |
| 2. | **Sanctuary fee** | Segment 5 Logistics Parkway Extension Phase 1 P_1402 | 1 | $18,000.00 | $18,000.00 |

**Total** **$23,500.00**

## Ways to pay

BANK

Thank you for your business! Please mail a check to our address (as shown on the invoice). If you prefer to pay electronically, reach out via email

View and pay

TUCKER PAVING, INC.
WINTER HAVEN, FL 33881

37603

IVA ENVIRONMENTAL SERVICES

| DATE | INVOICE NO. | DESCRIPTION | INVOICE AMOUNT | DEDUCTION | BALANCE |
|---|---|---|---|---|---|
| 7/02/26 | 14880627 | 25-420/ GOPHER TORT | 51724.00 | .00 | 51724.00 |
| 7/01/26 | 14880667 | 25-420/ GOPHER TORT | 23500.00 | .00 | 23500.00 |

SHIPPED AUG 21 2026

JG

| CHECK DATE | 8/14/26 | CHECK NUMBER | 37603 | TOTALS | 75224.00 | .00 | 75224.00 |
|---|---|---|---|---|---|---|---|

TUCKER PAVING, INC.
WINTER HAVEN, FL 33881

37171

~~IVA ENVIRONMENTAL SERVICES~~

| DATE | INVOICE NO. | DESCRIPTION | INVOICE AMOUNT | DEDUCTION | BALANCE |
|---|---|---|---|---|---|
| 6/05/26 | 14880437 | 25-420/ GOPHER TORT | 5500.00 | .00 | 5500.00 |

SHIPPED AUG 21 2026

| CHECK DATE | 7/10/26 | CHECK NUMBER | 37171 | TOTALS | 5500.00 | .00 | 5500.00 |
|---|---|---|---|---|---|---|---|

TUCKER Paving INC.
TOTAL SITE · UTILITIES

5658 Lucerne Park Road
Winter Haven, FL 33881
Phone: 863-299-2262
Fax: 863-294-1007
www.tuckerpaving.com

January 1,2025

**RE: CURRENT PROJECTS**

| EQUIPMENT RATES | | | |
|---|---|---|---|
| Large Trackhoe (ex. PC490, 336, 470G) | Hour | $ | 215.00 |
| Medium Trackhoe (ex. PC360, 329, EC380) | Hour | $ | 150.00 |
| Small Trackhoe (ex. PC228, 320, 310, ECR145) | Hour | $ | 125.00 |
| Mini Trackhoe (ex. PC55, PC35, ECR58) | Hour | $ | 90.00 |
| Soil Mixer (ex. RM300, Terex) | Hour | $ | 260.00 |
| 2-3 Yard Loader (ex. WA250,WA270, 930K) | Hour | $ | 90.00 |
| Dozer (ex. D61, D51, D39, D6 | Hour | $ | 95.00 |
| Motorgrader (ex. 672GP, 120H, 620G) | Hour | $ | 110.00 |
| Skid Steer (ex. 289D) | Hour | $ | 75.00 |
| 84" Drum Roller W/Shell Kit (ex. H13I) | Hour | $ | 80.00 |
| 54" Drum Roller (ex. H7I) | Hour | $ | 55.00 |
| Plate Tamp | Hour | $ | 50.00 |
| Broom Tractor | Hour | $ | 70.00 |
| Street Sweeper | Hour | $ | 315.00 |
| Water Truck - 5000 Gallon | Hour | $ | 145.00 |
| Water Truck - 3000 Gallon | Hour | $ | 105.00 |
| 25-30 Ton Off Road Dump Truck (ex. A25G, 730) | Hour | $ | 165.00 |
| Roll Off Truck w/20 YD Can | Hour | $ | 90.00 |
| 18yd Dump Truck | Hour | $ | 90.00 |
| 6yd Dump Truck | Hour | $ | 85.00 |
| Asphalt Paver (ex. AP500) | Hour | $ | 245.00 |
| Vac Truck | Hour | $ | 325.00 |

| LABOR RATES | | BASE RATE | | OVERTIME RATE |
|---|---|---|---|---|
| Superintendent | Hour | $ 56.50 | $ | 84.50 |
| Equipment Operator | Hour | $ 46.50 | $ | 69.50 |
| Foreman | Hour | $ 42.50 | $ | 62.75 |
| Pipe Layer | Hour | $ 38.50 | $ | 56.80 |

*****Rates based upon minimum 8 hour work day.**
*****Labor to Include 2 Hour Travel Time each day per Man.**
*****Mobilization/Demobilization of Equipment will be billed @ $275.00 per piece of Equipment.**
*****Specialty Equipment not listed above will be billed @ Rental Invoice plus Fuel, Plus Overhead & Profit.**
*****Dump Fees of any kind are not included.**
*****Water Truck/Water Wagon Rates do not include water. Water will be billed at cost plus Overhead & Profit.**
*****There will be a fuel surcharge of 5% on total equipment cost.**

*Tucker Paving, Inc.*
863-299-2262
www.tuckerpaving.com

EquipmentWatch

www.equipmentwatch.com

All prices shown in US dollars ($)

# Rental Rate Blue Book®

March 27, 2026

**Komatsu WA380-8**
4-Wd Articulated Wheel Loaders

Size Class:
**175 - 199 hp**
Weight:
**N/A**



## Configuration for WA380-8

| | | | |
|---|---|---|---|
| Bucket Capacity | **4.3 cu yd** | Horsepower | **191.0 hp** |
| Operator Protection | **EROPS** | Power Mode | **Diesel** |

## Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---|---|---|---|---|---|---|
| | **Monthly** | **Weekly** | **Daily** | **Hourly** | **Hourly** | **Hourly** |
| Published Rates | USD $7,985.00 | USD $2,235.00 | USD $560.00 | USD $84.00 | USD $34.18 | USD $79.55 |
| **Adjustments** | | | | | | |
| Region (100%) | - | - | - | - | | |
| Model Year (2025: 99.99%) | (USD $1.15) | (USD $0.32) | (USD $0.08) | (USD $0.01) | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $7,983.85** | **USD $2,234.68** | **USD $559.92** | **USD $83.99** | **USD $34.18** | **USD $79.54** |

| **Non-Active Use Rates** | **Hourly** |
|---|---|
| Standby Rate | USD $29.66 |
| Idling Rate | USD $58.98 |

## Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 39.72% | USD $3,171.94/mo |
| Overhaul (ownership) | 34.61% | USD $2,763.55/mo |
| CFC (ownership) | 16.96% | USD $1,354.05/mo |
| Indirect (ownership) | 8.71% | USD $695.45/mo |
| Fuel (operating) @ USD 3.83 | 39.85% | USD $13.62/hr |

Revised Date: 1st quarter 2026

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (cmatsuo@princecontracting.com)

www.equipmentwatch.com

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EquipmentWatch

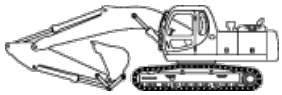
www.equipmentwatch.com

All prices shown in US dollars ($)

# Rental Rate Blue Book®

March 27, 2026

**Caterpillar 336**
Crawler Mounted Hydraulic Excavators



Size Class:
**33.5 - 40.4 mt**
Weight:
**N/A**

## Configuration for 336

| | | | |
|---|---|---|---|
| Bucket Capacity | **3.0 cu yd** | Horsepower | **311.0 hp** |
| Operating Weight | **81900.0 lbs** | Power Mode | **Diesel** |

## Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

| | Ownership Costs | | | | Estimated Operating Costs | FHWA Rate** |
|---|---|---|---|---|---|---|
| | **Monthly** | **Weekly** | **Daily** | **Hourly** | **Hourly** | **Hourly** |
| Published Rates | USD $17,525.00 | USD $4,910.00 | USD $1,230.00 | USD $185.00 | USD $56.10 | USD $155.67 |
| **Adjustments** | | | | | | |
| Region (100%) | - | - | - | - | | |
| Model Year (2025: 99.99%) | (USD $1.41) | (USD $0.40) | (USD $0.10) | (USD $0.01) | | |
| Adjusted Hourly Ownership Cost (100%) | - | - | - | - | | |
| Hourly Operating Cost (100%) | | | | | - | |
| **Total:** | **USD $17,523.59** | **USD $4,909.60** | **USD $1,229.90** | **USD $184.99** | **USD $56.10** | **USD $155.67** |

| **Non-Active Use Rates** | **Hourly** |
|---|---|
| Standby Rate | USD $55.61 |
| Idling Rate | USD $122.21 |

## Rate Element Allocation

| Element | Percentage | Value |
|---|---|---|
| Depreciation (ownership) | 31.78% | USD $5,569.14/mo |
| Overhaul (ownership) | 44.15% | USD $7,737.25/mo |
| CFC (ownership) | 15.44% | USD $2,706.15/mo |
| Indirect (ownership) | 8.63% | USD $1,512.46/mo |
| Fuel (operating) @ USD 3.83 | 40.36% | USD $22.64/hr |

Revised Date: 1st quarter 2026

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (cmatsuo@princecontracting.com)

www.equipmentwatch.com

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Internet # 100318511 Model # 110180 Store SKU # 169765

## Customers Also Viewed




**SAKRETE** 80 lb. Gray Concrete Mix

(6082)

$6.47




**SAKRETE** 50 lb. Fast Set Concrete Mix

(1844)

BULK PRICE ELIGIBLE $7.97

Buy 56 or more $7.17




**Rapid Set** 60 lbs. High-Performance, Rapid-Hardening Concrete Mix

(622)

BULK PRICE ELIGIBLE $16.97

Buy 25 or more $15.27



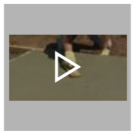

Feedback




Hover Image to Zoom







Best Seller

Shop Quikrete

## 80 lb. Concrete Mix

4.5 (7313) Questions & Answers (2590)

**$6.49**

Feedback

ATLANTIC
THE NEXT GENERATION

# Quotation

PO Box 729
Sarasota, FL 34230
Phone: (941) 355-2988

**Date:** 6/24/2026
**Bid Date:** 8/15/2025
**Project:** LOGISTICS PKWY EXT PH 1

**County:** POLK COUNTY
**Specs:** Polk County
**Plan Date:** 6/3/2025
**Quote Number:** 24-1041

| Qty | Description | Unit Cost | Amount |
|---|---|---|---|
| **Other** | | | |
| 1 | DELIVERY FEE | $427.50 | $427.50 |
| | FREIGHT | | |
| **Storm** | | | |
| 1 | GI FDOT V (3.25`X3.833` 6``Wall) USF #6657 PTD | $2,718.32 | $2,718.32 |
| | S-131 | | |
| | | **Sub Total** | $3,145.82 |

**EST:** PK / TO

NOTES: 1) QUOTATION BASED UPON PLANS AND SPECIFICATIONS ON DATE OF TAKE OFF. 2) PRICES IN EFFECT FOR THIRTY (30) DAYS. 3) PRICES DO NOT INCLUDE SALES TAX. 4) PRICES INCLUDE FREIGHT F.O.B. JOB SITE (IN FULL TRUCKLOAD QUANTITIES - MIN. 36,000#) UNLESS STATED OTHERWISE ON THIS QUOTATION. HOWEVER, A DELIVERY SURCHARGE MAY BE APPLIED TO OVER-SIZED LOADS AND/OR SHIPMENTS OUT OF STANDARD DELIVERY AREA. 5) BUYER RESPONSIBLE TO UNLOAD UPON REQUEST, OTHERWISE SELF-UNLOADING TRUCKS WILL BE UTILIZED. 6) PRICES CONTINGENT UPON APPROVAL OF SUBMITTAL DRAWINGS. 7) ATLANTIC TNG CANNOT BE RESPONSIBLE FOR TYPOS OR OTHER ERRORS AND RESERVES THE RIGHT TO CANCEL ANY ORDERS ARISING FROM SUCH ERRORS.

SUCA

Certified WBE Women's Business Enterprise

E-Verify

700-050-58
CONSTRUCTION
09/17

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# DAILY RECORD OF EXTRA WORK
# SITE SOURCE RECORD

Date 06/02/2026

Financial Project ID No. 2023-20-316 C -001

Road No. Logistics PKwy Work Order No. _____

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☑ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date: Adjustment and installation of 10 inch stormwater drainage pipe. Part of the existing pipe was reused and lowered to accommodate the new sidewalk and 17.5 LF of new pipe were installed due to insufficient length of the existing pipe

**LABOR**

| NO. | POSITION | TOTAL HOURS | RATE |
|---|---|---|---|
| 01 | Foreman | 8 | |
| 01 | Operator. | 8 | |
| 03 | Skilled | 8 | |
| | | | |
| | | | |

**EQUIPMENT**

| NO. UNITS | KIND | TOTAL HOURS | RATE |
|---|---|---|---|
| 01 | Loader | 4 | |
| 01 | truck. | 8 | |
| 01 | tracked excavator. | 8 | |
| 01 | truck | 8 | |
| | | | |

**MATERIAL USED**

| QUANTITY | KIND | RATE |
|---|---|---|
| 17.5. | Lineal feet of 10-inch diameter stormwater pipe | |
| | | |
| | | |
| | | |
| | | |

Inspector Eliana Mujica Signature Eliana MuM

Foreman Jesus Coyt. Signature _____

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

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700-050-58
CONSTRUCTION
09/17

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# DAILY RECORD OF EXTRA WORK
## SITE SOURCE RECORD

Date 06/03/2026.

Financial Project ID No. 2023-20-3160-001

Road No. Logistics Pkwy. Work Order No.

NOTE: Report Prime, Sub, and Subordinate Sub work effort on separate sheets.

☑ Prime ☐ Subcontractor ☐ Subordinate Subcontractor

Description of Work Done this Date: - Placement of (02) two mitered end sections at station 13+59.30 Right Side CL CONST LOGISTICS PKWY on the widewalk stormwater pipe.

**LABOR**

| NO. | POSITION | TOTAL HOURS | RATE |
|---|---|---|---|
| 01 | FOREMAN | 8 | |
| 01 | OPERATOR | 4 | |
| 05 | SKILLED | 40 | |
| | | | |
| | | | |

**EQUIPMENT**

| NO. UNITS | KIND | TOTAL HOURS | RATE |
|---|---|---|---|
| 01 | Gas-powered Cut-off Saw | 8 | |
| 01 | Loader | 4 | |
| 01 | Hand tools. | 8 | |
| 01 | TRUCK | 8 | |
| | | | |

**MATERIAL USED**

| QUANTITY | KIND | RATE |
|---|---|---|
| 34 | 80 lb bag of mason mix for use in structural | |
| | masonry application | |
| 5 | Portland Cement | |
| | | |
| | | |

Inspector Eliana Mujica Signature Eliana MuM

Foreman ARTEMIO LOPEZ Signature

NOTE: This record to be made in duplicate, one copy to be retained by the Contractor and one copy attached to the Cost Estimate for Increase, Decrease or Alterration in the Work (Form 700-050-59) for each Work Order.

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## *UNIT PRICE WORK SHEET*

ITEM: Grade Swale
UNIT OF MEASURE: LF
QTY: 127

| LABOR: | TYPE | HOURS | RATE | TOTAL |
|---|---|---|---|---|
| | Operator | 8 | $ 46.50 | $ 372.00 |
| | | | LABOR TOTAL | $ 372.00 |

| EQUIPMENT: | TYPE | HOURS | RATE | TOTAL |
|---|---|---|---|---|
| | Motorgrader | 8 | $ 130.00 | $ 1,040.00 |
| | 18-CY Truck | 1 | $ 90.00 | $ 90.00 |
| | | | EQUIPMENT | $ 1,130.00 |
| | | | FUEL SURCHARGE | $ 56.50 |
| | | | EQUIPMENT TOTAL | $ 1,186.50 |

| MATERIALS: | TYPE | QTY. | RATE | TOTAL |
|---|---|---|---|---|
| | | | | $ - |
| | | | MATERIALS SUBTOTAL | $ - |
| | | | TAX | $ - |
| | | | MATERIALS TOTAL | $ - |

| SUBCONTRACTOR: | TYPE | QTY. | RATE | TOTAL |
|---|---|---|---|---|
| | | | | $ - |
| | | | SUBCONTRACTOR TOTAL | $ - |

| | |
|---|---|
| **SUBTOTAL** | **$ 1,558.50** |
| **LABOR/EQUIPMENT/MATERIALS MARKUP - 17.5%** | **$ 272.74** |
| **SUBCONTRACTOR MARKUP - 5%** | **$ -** |
| **TOTAL** | **$ 1,831.24** |
| **PER - UOM** | **$ 14.42** |

## CHANGE ORDER AUTHORIZATION (COA)

This Change Order Authorization (COA) form is utilized when a change to a project increases the cost of the project by $5,000 or 1% of the amount of the original PO, whichever is more. If the original project amount was approved by the City Commission, allowing the City Manager to take any and all actions necessary to complete the project, then the COA may be approved by the City Manager.

*If the COA includes changes to the design or changes in the scope of work on a major City project, the COA must also be signed by the City Engineer or his designee.

Date 9.14.26 Purchase Order (PO) # 2025-384 CO# 2

Project Name / Bid # ITB-25-34 Pollard Rd Logistics Pkwy Extension Phase I

Vendor Name Tucker Paving, Inc.

Account # 301- 08- 205- 6301 Project Code N/A

| | | | |
|---|---|---|---|
| Original PO Amount | $ 5147554.46 | Original # of Contract Days: | N/A |
| Total Cost of Previously Issued COs | $ 166978.97 | Additional Contract Days: | 0 |
| Total Cost of this CO: | $ 119827.70 | Additional Contract Days: | 0 |

NEW PO amount inclusive of ALL change orders to date: $ 5434361.13

Reason needed: The change orders include the following:

1. Gopher Tortoise Mitigation: Permit fees, surveying, and excavation associated with addressing gopher tortoise burrows encountered within the project limits.
2. Roadway transaction: Modifications to the structure riser and removal and replacement of curb and gutter.
3. Additional Drainage Improvements: Additional inlet, pipe culvert, and swale grading in the southern portion of the project near one of the large warehouse facilities.

See fact sheet for in depth supporting details.

### AUTHORIZATIONS

Department Director: Brittany Hart City Engineer*: ---

**Date of Commission Approval: _____

*If applicable (or denote if this is listed as a line item in approved budget and approval not required)*

**DATE:** October 12, 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:** PowerConnect AI LLC Agent360

---

## BACKGROUND

The City of Winter Haven Water Department is continually evaluating technology solutions that can improve the customer experience while increasing operational efficiency. PowerConnect AI LLC has proposed its Agent360 customer engagement solution to provide Customer Service Representatives (CSRs) with real-time information, automation of repetitive tasks, integration into the City's existing Neptune360 and Tyler Customer Information System (CIS) platforms, and more.

Agent360 provides CSRs with an automated platform that screens calls, pulls together customer information from our existing systems (e.g., customer account number), and automates any post-call notes. Additionally, Agent360 shares real-time information with CSRs about any recurring topics that are screened through calls. The proposed solution includes integration and testing with Tyler CIS, Neptune360, and Mitel, along with system configuration and development.

The proposal provides licensing for up to nineteen (19) users, which supports the Water Department's current Customer Service operation. Software maintenance, service, and support are included with the monthly licensing cost. Full implementation is expected to take approximately three (3) months.

## FINANCIAL IMPACT

The estimated first-year cost for the implementation of PowerConnect AI LLC's Agent360 solution is a maximum amount of $52,052, which includes annual software licensing of $11,172. Annual software licensing for the second and third contract years is $11,172 per year. Thereafter, the agreement automatically renews for successive one-year terms each October 1 at the then-current annual licensing rate. Funds are budgeted in Fiscal Year 2027 in Water Department account 402-08-918-5402 in the amount of $25,000 and the remaining amount of $27,052 in Technology Services account 501-04-923-5402.

## STRATEGIC PLAN ALIGNMENT

- **Pillar:** Infrastructure
- **Goal 3.4** – Pursue emerging opportunities to embrace new technology, infrastrucure, and enterprise opportunities.

The Agent360 software supports this strategy by integrating with the City's existing Tyler CIS and Neptune360 platforms while providing CSRs with technology designed to improve customer interactions, streamline service delivery, and increase operational efficiency.

## RECOMMENDATION

Staff recommends City Commission approve the agreement with PowerConnect AI LLC for implementation and licensing of the Agent360 customer engagement solution for the City of Winter Haven Water Department, at an estimated first-year cost up to $52,052, with annual licensing of $11,172 for Years 2 and 3, and authorize the City Manager or designee to execute related documents and take any further actions necessary and incidental thereto.

## ATTACHMENTS

- PowerConnect AI LLC – Proposal
- Compliance Certification – Offical Acts of Local Goverments
- Affidavit of Prime Bidder

**August 6, 2026** **POWERCONNECT.AI Proposal**

Dear Kyle,

POWERCONNECT.AI is pleased to propose this quotation for City of Winter Haven, offering an advanced powered customer engagement solution.

By leveraging our industry-leading customer experience solutions, City of Winter Haven will enhance customer experience capabilities, reduce operational costs, and improve customer satisfaction.

## Scope of Services

**Agent360** – Empowers customer service representatives with real-time insights, automation of repetitive tasks, and seamless integration with Neptune360 and Tyler CIS platforms.

- **Licenses:** Up to 19 users
- **Implementation Timeline:** 2–3 months, including integration and testing with Tyler, Neptune, and Mitel, as well as configuration and development work.
- **Additional Development:** $95 per hour

## Price List

- Agent360 – priced at $49per user per month.
- Additional hourly rate of $95 per resource which includes testing, configuration and additional development work.

**Software maintenance, service & support is included in the $49 per user per month.*

**Billing Structure:**

- **Contract Year 1 (October 1, 2026 - September 30, 2027):** $31,920 - $40,880 implementation project plus $11,172 annual software licensing (total: $43,092 - $52,052)

- **Renewal Year 2 (October 1, 2027 - September 30, 2028):** $11,172 for licensing
- **Renewal Year 3 (October 1, 2028 - September 30, 2029):** $11,172 for licensing
- **Auto-Renewal:** Thereafter, the agreement renews automatically for successive one-year terms each October 1, billed at the then-current annual licensing rate.

The City of Winter Haven Contract Addendum is attached hereto as Attachment 1 and incorporated herein by reference.

We look forward to working with City of Winter Haven to enhance customer interactions through driven technology.

***Notice to Proceed***

**City of Winter Haven**

**By:** _____ **Date:** 10/12/2026

**Name:** T. Michael Stavres **Title:** City Manager

**POWERCONNECTAI LLC**

**By:** _____ **Date:** 09/24/2026

**Name: Steve Dawson** **Title:** President/CEO

**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.

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**On behalf of the following organization applying to the City of Winter Haven, Florida, for public municipal funds, the organization's authorized signatory hereby certifies, under penalty of perjury, as follows:**

**Name of Applying Organization:** Citibot, Inc.

**Name of Authorized Signatory:** W. Bratton Riley

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.

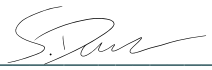
6. The authorized signatory named above has, on behalf of the organization applying to the City of Winter Haven, Florida, for a grant-in-aid from public municipal funds, read these statements and either has personal knowledge, or made inquiries of the organization's membership and officers, sufficient 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 3rd day of September, 20 26.



Signature - Authorized Signatory

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***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.

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# REQUIRED FORM AFFIDAVITS

## Affidavit of Prime Bidder (if applicable)

**Non-Collusion:** The Contractor is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid; such Bid is genuine and is not a collusive or sham Bid; neither the said Bidder nor any of his officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder; nor has fixed any overhead, profit or cost element of the Bid price, or the Bid price of any other Bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the City of Winter Haven or any person interested in the proposed Contract; and the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Drug-Free Workplace:** The Contractor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

**Affidavit Certification Immigration Laws:** City of Winter Haven will not intentionally award City contracts to any contractor/consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) {Section 274a(e) of the IMMIGRATION AND NATIONALITY ACT ("INA"). City of Winter Haven may consider the employment by any contractor of unauthorized aliens a violation of Section 274a(e) of the INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY CITY OF WINTER HAVEN.** The contractor/vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent amendments).

## Affidavit Regarding Foreign Countries of Concern

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

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

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

# Affidavit Regarding the Use of Coercion for Labor and Services

Effective July 1, 2024, Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

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

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

# Scrutinized Companies Certification

Section 287.135, Florida Statutes states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services:

(a) In any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; or

(b) For One Million Dollars ($1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or is engaged in business operations in Cuba or Syria.

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

1. Does not participate in a boycott of Israel; and

2. Is not on the Scrutinized Companies that Boycott Israel List; and

3. Is not on the Scrutinized Companies with Activities in Sudan List; and

4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

5. Is not engaged in business operations in Cuba or Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and costs.

I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List, has been placed on the Scrutinized Companies with Activities in Sudan list, has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in a boycott of Israel.

Submitting a false certification shall be deemed a material breach of contract. The City of Winter Haven shall provide notice, in writing, to the Contractor of the City's determination that the Contractor provided a false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate within 90 days following receipt of the notice that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and bring a civil action against the company pursuant to § 287.135, Florida Statutes.

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

Steve Dawson

**Proposer's signature & date**

Name of Vendor: **PowerconnectAI LLC**

Address: **90 Air Park Drive, Suite 200**
**Rochester, New York 14624**

Phone Number & Email: **470-880-2869 & steve@powerconnect.ai**

Authorized Representative's Name: **Steve Dawson**

Authorized Representative's Title: **CEO**

**STATE OF** Florida **COUNTY OF** Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this (date) 09/03/2026 by (name of person acknowledging) Steve Dawson, who is personally known to me or who has produced (type of identification) DRIVER LICENSE as identification.

ANA RUTH VALENTIN HERNANDEZ
Notary Public - State of Florida
Commission # HH584464
Expires on August 19, 2028

Ana R Valentin Hernandez
Notary Public – Signature

Ana Ruth Valentin Hernandez
Name typed, printed or stamped

My Commission Expires: 08/19/2028

Notarized remotely online using communication technology via Proof.

## CITY OF WINTER HAVEN CONTRACT ADDENDUM

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

Name of Vendor: POWERCONNECTAI LLC, a Florida Limited Liability Company
90 Air Park Drive, Suite 200
Rochester, New York 14624

Name of Contract: POWERCONNECTAI LLC Agreement, and
POWERCONNECTAI LLC Proposal dated August 6, 2026

### § 1. Initial Provisions and Fact Findings.

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

(a) The City is authorized to enter into the POWERCONNECTAI LLC Agreement, and POWERCONNECTAI LLC Proposal dated August 6, 2026, and this Addendum as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. The resulting contract, articulated by the Contract Documents as a whole, is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Winter Haven, Florida*, the *Charter of the City of Winter Haven, Florida* and the Florida Statutes.

(b) Copies of the POWERCONNECTAI LLC Agreement, POWERCONNECTAI LLC Proposal dated August 6, 2026 are made a part hereof by reference.

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

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

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

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

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

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

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

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

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

**§ 2. Definitions.**

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

*Contract Documents* shall mean the POWERCONNECTAI LLC Agreement; POWERCONNECTAI LLC Proposal dated August 6, 2026; and this City of Winter Haven Contract Addendum

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

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

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

*Effective Date* means the date on which the City Commission of the City of Winter Haven approves the Contract and this Addendum.

**§ 3. Primacy of Addendum.**

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

and implication found in the Contract Documents.

**§ 4. Calculation of Time.**

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

**§ 5. Governing Law; Home Venue Privilege.**

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

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

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

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

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

**§ 7. Public Records Compliance.**

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

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

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

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

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

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

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

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

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

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

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

## § 9. Required Clauses.

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

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

State of Florida Convicted Vendor List and that it is eligible to enter into the Contract, this Addendum, the Contract Documents, and the resulting contract with the City.

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

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

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

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

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

**§ 10. <u>Force Majeure.</u>**

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

number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

**§ 11. Notices.**

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

THE CITY:

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

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

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

VENDOR:

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

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

**§ 12. Compliance with Laws.**

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

**§ 13. Assignment by Vendor.**

The contract expressed by the Contract, this Addendum, and the Contract Documents shall not be assigned by the Vendor, or any successor thereto, in whole or

in part without the prior written consent of the City, which shall not be unreasonably withheld.

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

[*Signatures Follow on Pages 10 and 11*]

***City of Winter Haven Contract Addendum***
**to:**
***POWERCONNECTAI LLC Agreement;***

**Signature Page for Vendor**

**Vendor:**

Executed this 24 day of August, 2026

By: Steve Dawson

Name: Steve Dawson

Title: CEO

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me, by means of □ physical presence or ☑ online notarization, this 24th day of August, 2026, by Odette Wilson as Steve Dawson, on its behalf, □ who is personally known to me or □ who has produced DRIVER LICENSE as identification.

Odette Wilson

Notary Public, State of Texas
Printed Name: Odette Wilson
My commission expires: 02/24/2027

NOTARY PUBLIC STATE OF TEXAS
Odette Wilson
ID NUMBER
134220252
COMMISSION EXPIRES
February 24, 2027

Electronically signed and notarized online using the Proof platform.

***City of Winter Haven Contract Addendum***
**to:**
***POWERCONNECTAI LLC Agreement***

**City of Winter Haven, Florida:**

Executed this _____day of _____, 2026

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

**DATE:** October 12, 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:** East Winter Haven Aquifer Recharge and Wetland Restoration, Due Diligence for Southern Lobe Services

---

## BACKGROUND

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

Since the award of the interim agreement:

- Task Order #1 was issued on February 10, 2025 with the interim agreement. This included the initial site reconnaissance study, site assessment report, conceptual design, and cost estimates ($1,506,179).
- Task Order #2 was issued on September 10, 2025. This included the design and construction of the access road to the Managed Aquifer Recharge (MAR) well equipment and materials to drill the well ($187,700).
- Task Order #3 was issued on December 8, 2025. This included the Protected Species Habitat Evaluation ($36,348).
- Task Order #4 was issued on June 8, 2026. This included the Managed Aquifer Recharge (MAR) well support for performance testing, aquifer response, and system operability prior to final system implementation. ($2,462,123).
    - Subtasks 4E and 4F were subsequently approved for MAR wellhead assembly and supporting electrical design services ($165,583).
- Task Order # 5 was issued on June 8, 2026. This included the wetland and aquifer recharge design and permitting for the preparation of permit-ready engineering drawings, draft specifications,

supporting engineering calculations, construction costs, as well as an operations and maintenance (O&M) plan and cost ($1,727,282).

- Task Order #6 was issued on June 8, 2026. This included the Boundary Survey and Phase 1 Environmental Assessment, North Lobe Land Acquisition. This survey and assessment included boundary surveying, a Phase 1 Environmental Assessment, and appraisal for the Muncy property ($81,389).
    - Subtask 6C was subsequently approved for Muncy property appraisal and coordination services ($5,800).

**Task Order #7 - Southern Lobe Due Diligence ($78,660.50)**

RES has submitted a proposal to perform due diligence services for the Southern Lobe properties to support potential land acquisition and expansion of the project. The proposed services include boundary surveys, Phase I Environmental Site Assessments, soil quality evaluations, and title and appraisal coordination for the Dantzler, Schultz, and Kennard properties.

The scope includes evaluating potential environmental conditions, such as naturally occurring arsenic concentrations in soil, to help determine suitability for the proposed project and potential beneficial reuse of soil. RES will also coordinate property appraisals and, following City approval, assist with letters of intent, purchase and sale agreements, title review, and other property specific due diligence.

Task Order #7 includes the following subtasks:

- 7.A - Boundary Survey ($25,495): Boundary surveys and legal descriptions for the Dantzler, Schultz, and Kennard parcels.
- 7.B.1 - Phase I Environmental Site Assessments ($6,500): Environmental records review, site reconnaissance, historical land use research, and reporting.
- 7.B.2 - Soil Quality Evaluation ($19,485.50): Soil sampling and laboratory analysis to evaluate arsenic concentrations and soil quality for potential beneficial reuse.
- 7.C - Title and Appraisal Coordination ($27,180): Coordination with appraisers and property owners to obtain appraisals and support acquisition due diligence.

The proposed services will be performed on a time-and-materials basis, not to exceed $78,660.50. Estimated durations range from 18-20 days for boundary surveys, 20-30 days for environmental and soil evaluations, and approximately six weeks for title and appraisal coordination, following notice to proceed.

## FINANCIAL IMPACT

The total amount for Task Order 7 is $78,660.50. The project has grant awards through Florida Department of Environmental Protection (FDEP) under grant agreements LPA0441, WRP16, and 25SRP26. Combined, these 3 grants will provide $1,843,090 in preconstruction activities, $5,582,488 for wetland construction and $1,500,000 for future land acquisition. Funds for Task Order 7 are budgeted in FY27 under account 402-08-305-6301-UTL-2607 and subsequent fiscal years as reflected in the Water Department's five-year capital improvement plan.

## STRATEGIC PLAN ALIGNMENT

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

## RECOMMENDATION

Staff recommends the City Commission approve Task Order #7 for the East Winter Haven Aquifer Recharge and Wetland Restoration to RES and authorize and/or ratify any actions taken or to be taken by the City Manager, or designee, to execute the task order and take any and all actions necessary thereto.

## ATTACHMENT

- East Winter Haven Aquifer Recharge & Wetland Restoration Project Proposal, Due Diligence for Southern Lobe
- Reference Map

34 East Pine Street
Orlando, FL 32801

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

October 5, 2026

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

**RE: East Winter Haven Aquifer Recharge and Wetlands Restoration Project**
**Proposal for Due Diligence for Southern Lobe**
**City of Winter Haven Purchase Order 2025-000000145; RES Project Number 114536**

Dear Mr. Hubbard,

The City of Winter Haven (City) is moving forward with due diligence of the Southern Lobe of the project.

This proposal's scope of work would be referred to as "Task 7" and, upon the City's execution of the acknowledgement below, will be treated as an additional Task to be performed under the existing Interim Agreement dated February 10, 2025. As with Task 1 of the Interim Agreement, RES proposes to conduct this scope of work on a time and materials not to exceed (NTE) basis.

This proposal's scope of work will include boundary surveys, Phase 1 Environmental Assessments, soil evaluations, and title and appraisal coordination. Task 7 scope of work is attached. The following paragraphs provide discussion related to the proposed scope of work. Costs and Schedule are provided at the end of this letter in **Tables 1** and **2,** respectively.

## Task 7.A. Boundary Survey

A boundary survey of the additional parcels is required to establish clear property lines for the City's development of the Project. The survey will encompass Polk County Property Appraiser Parcel IDs on the following properties: Dantzler Parcel Nos. 262824000000014020 and 262824588500000011**,** Schultz Parcel No. 262824000000043020 (wetland portion proposed for acquisition), and Kennard Parcel No. 262824000000041010. A legal description will be included on the boundary survey document.

## Task 7.B. Phase 1 Environmental Assessment

The objective of the Phase 1 ESA is to identify, to the extent feasible, recognized environmental conditions defined as the presence or likely presence of hazardous substances or petroleum products in connection with the property. The Phase 1 ESA scope of work will consist of four components: 1) records review, 2) site reconnaissance, 3) historical land use research, including interviews with past and present owners, operators, occupants, and governmental officials, and 4) reporting. The Phase 1 ESAs will be conducted on the following properties: Dantzler Parcel Nos. 262824000000014020 and 262824588500000011**,** Schultz Parcel No. 262824000000043020 (wetland portion proposed for acquisition), and Kennard Parcel No. 262824000000041010. A Soil Quality Evaluation will be conducted on the above-mentioned parcels to determine naturally occurring arsenic concentrations in soil. This study aims to assess the suitability of the soil for beneficial reuse, such as landscaping, construction fill, or agricultural applications, while ensuring compliance with environmental regulations and protecting public health.

## Task 7.C. Title and Appraisal

RES will coordinate with Mancuso Appraisal Services and appropriate landowners to obtain appraisals on the following properties: Dantzler Parcel Nos. 262824000000014020 and 262824588500000011**,** Schultz Parcel No. 262824000000043020 (wetland portion proposed for acquisition), and Kennard Parcel No. 262824000000041010. Following approval from the City, RES will prepare LOIs, negotiate PSAs with landowners, review title, appraisal, ownership, and other property specific issues.

**TABLE 1 – TASK 7 COSTS**

| Task | Costs |
|---|---|
| Task 7.A – Boundary Survey (Dantzler. Schultz and Kennard Parcels) | $25,495 |
| Task 7.B.1 – Phase 1 Environmental Site Assessment | $6,500 |
| Task 7.B.2 – Soil Quality Evaluation | $19,485.50 |
| Task 7.C –Title and Appraisal Coordination (site visit if requested by landowner) | $27,180 |
| **Total** | **$78,660.50** |

**TABLE 2 – TASK 7 SCHEDULE**

| Task | Duration |
|---|---|
| Task 7.A – Boundary Survey | 18-20 days from NTP |
| Task 7.B – Phase 1 ESA & Soil Quality Evaluation | 20-30 days from NTP |
| Task 7.C – Title and Appraisal | 6 weeks from NTP |

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

Many thanks,



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

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

Attachments:
Figures – Figures
Task No. 7 – Scope of Work

City Acknowledgment

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

CITY OF WINTER HAVEN, FLORIDA

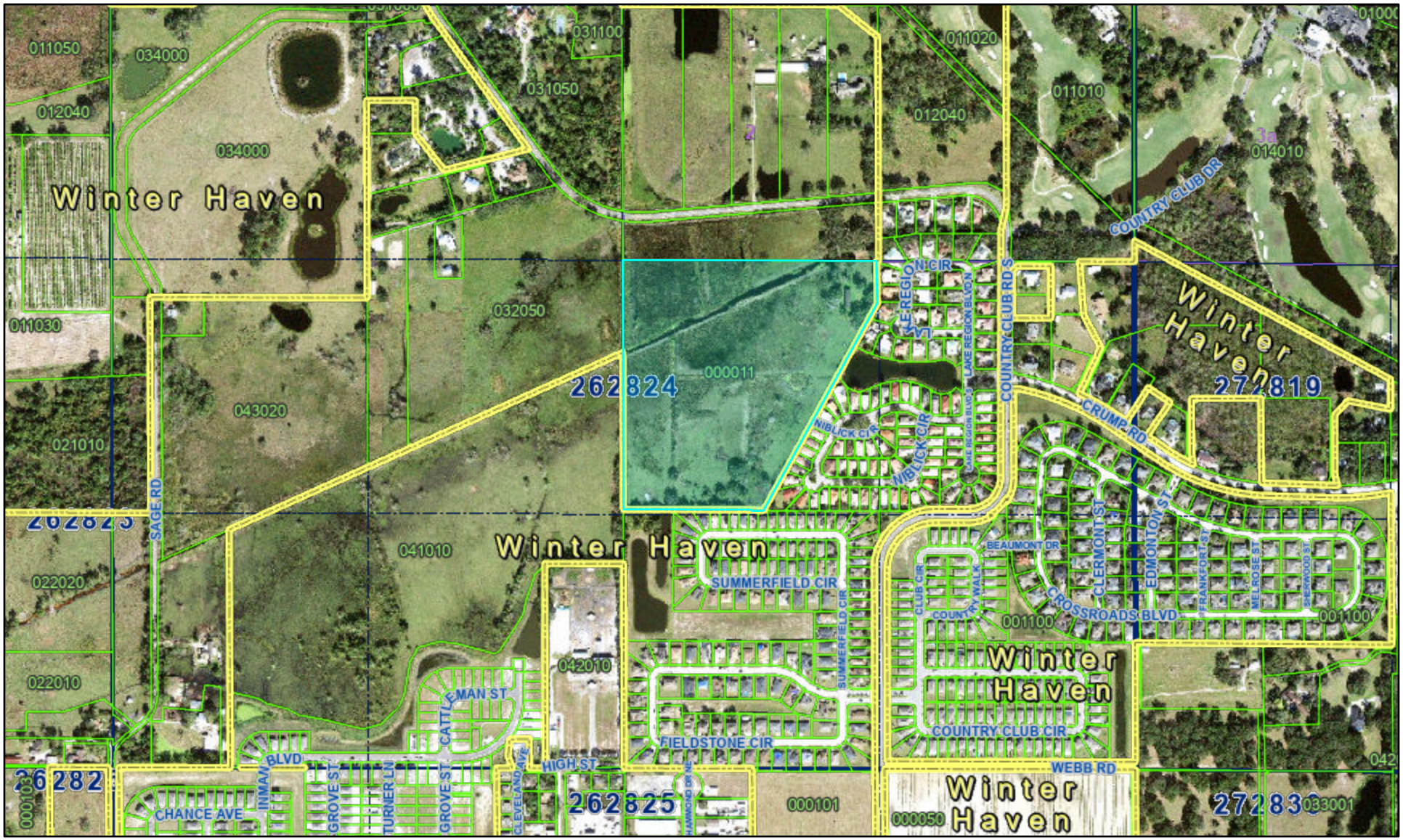
By: _____

Name: _____

Title: _____

Date: _____

# Dantzler 1




0 380 760 1,520 Feet

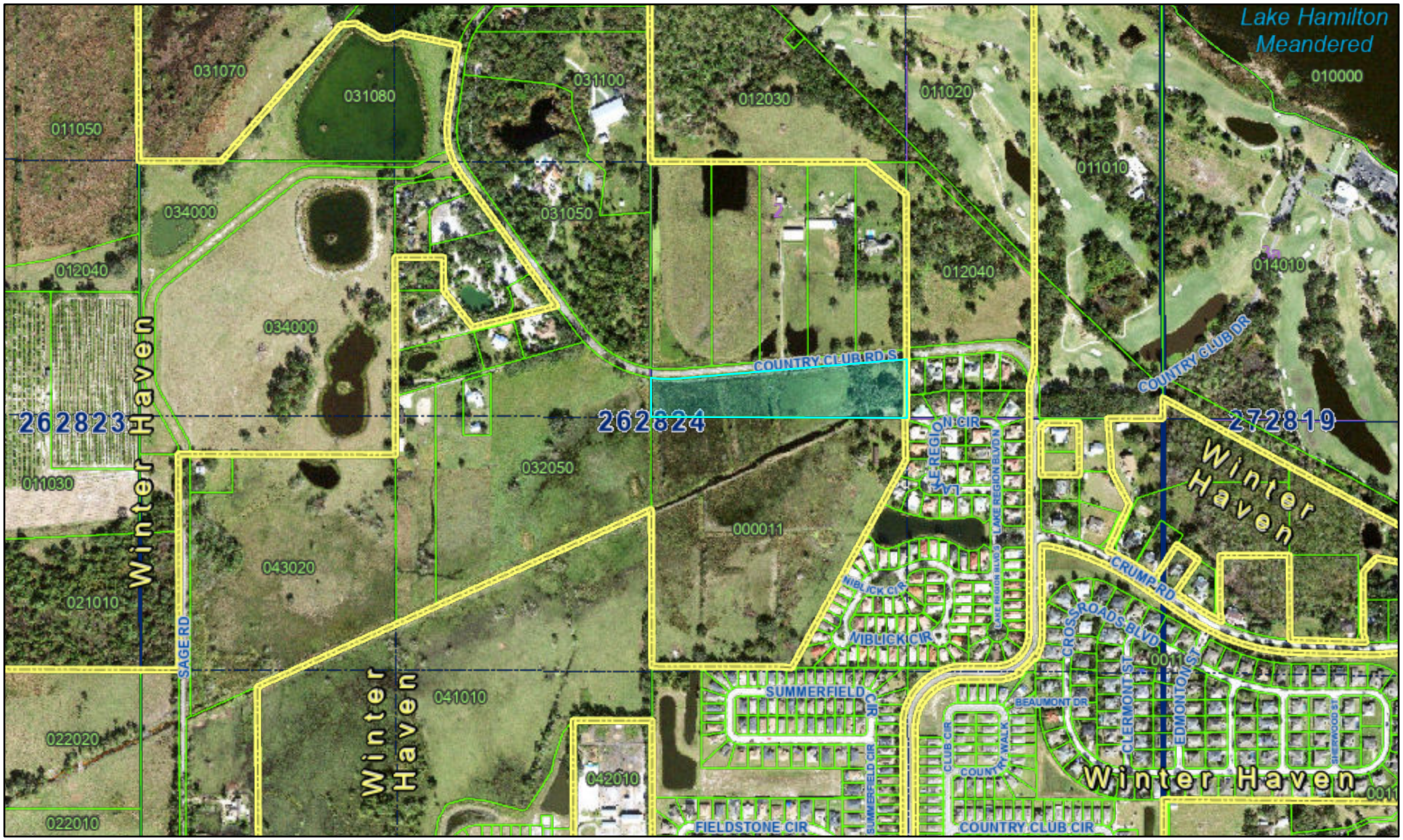
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida

August 28, 2026

N W E S

# Dantzler 2

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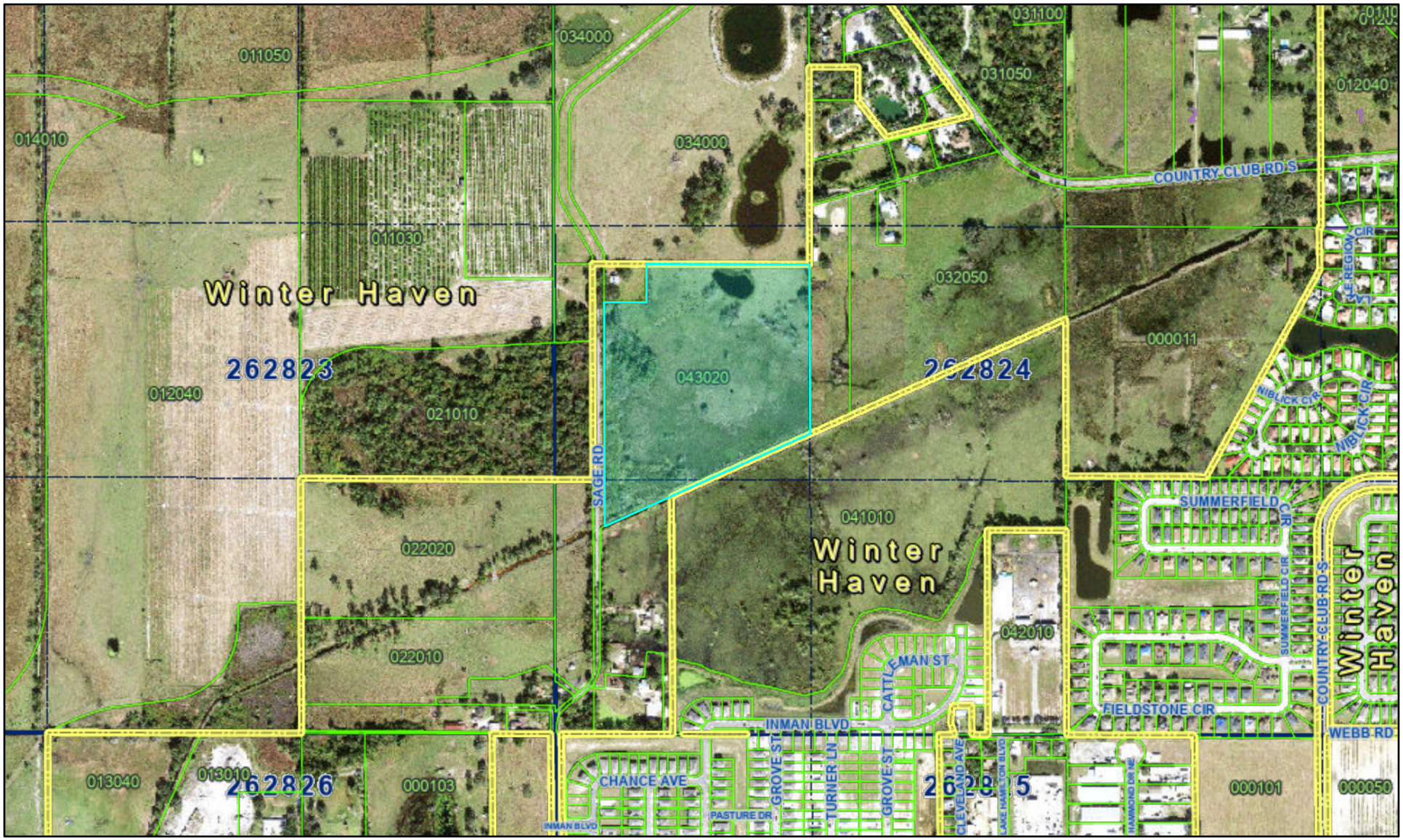
All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida

August 28, 2026

N
W E
S

# Schultz




0 380 760 1,520 Feet

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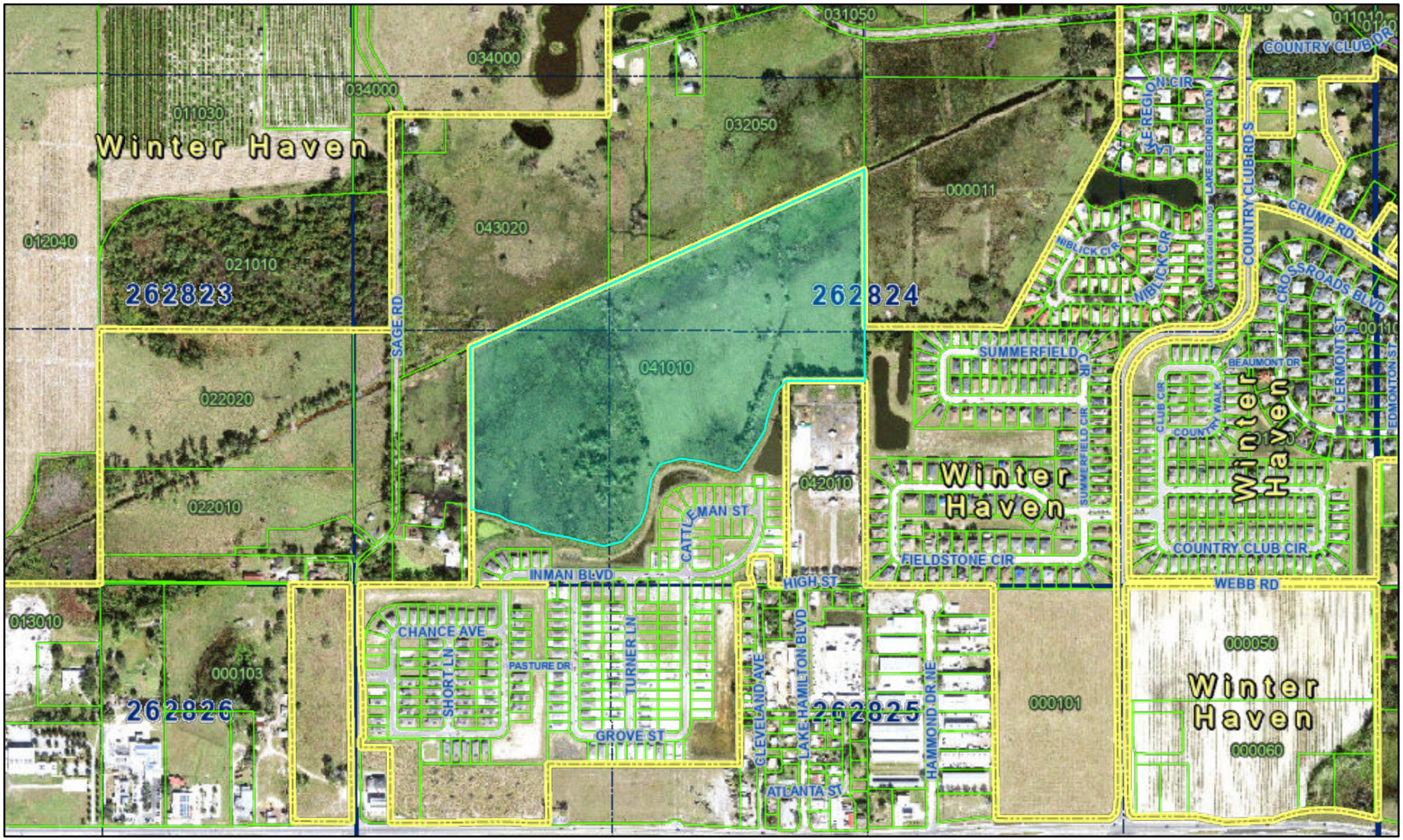
Polk County Property Appraiser
Polk County, Florida

August 28, 2026

N W E S

# Kennard Parcel




Waterbodies
Municipal Boundaries
Parcels
PLSS Townships
PLSS Sections
PLSS Boundaries
Gov't Lots

HALFFOOT2023
RGB
Red: Band_1
Green: Band_2
Blue: Band_3

0 380 760 1,520 Feet

All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".

Polk County Property Appraiser
Polk County, Florida
August 28, 2026

N W E S

**TASK 7 – Boundary Survey, Phase 1 Environmental Site Assessments & Soil Quality Evaluation, Title & Appraisal**

Task 7.A – Boundary Survey
Task 7.B1 – Phase 1 ESAs
Task 7.B2 – Soil Quality Evaluation
Task 7.C – Title and Appraisal

**Task 7.A – Boundary Survey**

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

- Dantzler Parcel Nos. 262824000000014020 and 262824588500000011
- Schultz Parcel No. 262824000000043020 (wetland portion proposed for acquisition)
- Kennard Parcel No. 262824000000041010

SERVICE PROVIDER will:

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

**Tasks 7.B1 – Phase 1 Environmental Site Assessment**

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

Task 7.B1 Deliverables:

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

**Tasks 7.B2 Soil Quality Evaluation**

Soil Borings

To evaluate arsenic concentrations within the site soil, SERVICE PROVIDER proposes to complete a total of twelve (12) soil borings to a depth of 4 ft bls using decontaminated stainless-steel hand augers. Four (4) of the soil borings will be completed to a depth of 10 ft below land surface using a Geoprobe equipped with direct-push technology. Soil lithology will be recorded at each location. A Soil Boring Location Map is included as **Attachment A**. The amount and location of the soil borings can be adjusted pending further discussion.

Soil Sampling Laboratory Analysis

Soil samples for lab analysis will be obtained at 1-ft depth intervals at each boring location to a depth of 4ft bls. This will result in a total of 4 soil samples for lab analysis at each boring location and total of 48 discrete grab soil samples site wide. In addition to the discrete grab samples, one composite soil sample will be composited from the 1-4 ft depth interval at each of the 12 shallow soil boring locations and one sample will be composited from the 6-10 ft depth interval at each of the 4 deep boring locations for a total of 16 composite soil samples. A summary of the proposed soil sample plan is as follows:

| Sample Depth (Feet Below Land Surface) | Sample Type (Grab or Composite) | # of Samples | Lab Analysis |
|---|---|---|---|
| 1 | Grab | 12 | Arsenic / Soil Moisture / pH |
| 2 | | 12 | |
| 3 | | 12 | |
| 4 | | 12 | |
| 1-4 | Composite | 12 | |
| 6-10 | Composite | 4 | |

Soil suitable for sampling will be placed into laboratory supplied containers and delivered to Pace Analytical to be analyzed for total arsenic using EPA Method 6010, pH using EPA Method 9045, and percent moisture using ASTM D2974-87. The arsenic concentrations will be compared to the Soil Cleanup Target Levels (SCTLs) established in Chapter 62-777 F.A.C. Please note, the laboratory analytical program can be extended to include other constituents of concern should they be identified during the Phase I ESA process. In the interim, the analytical program will be limited to arsenic.

Task 7.B2 Deliverables:

- The results of the subsurface investigation will be summarized in Soil Quality Evaluation Report which will include scaled maps showing all sample locations and laboratory and field screening data in tabular and graphical form. Complete laboratory reports and chain-of-custody documentation will be included. Conclusions and recommendations for further actions, if warranted, will be included in the report which will be provided in electronic format.

Task 6.B1 and B2 Assumptions:

- SERVICE PROVIDER will be granted access to the site within 10 business days of authorization to proceed;
- The Phase I ESA site visit and Soil Quality Evaluation can be performed during normal business hours Monday-Friday
- Agency file reviews will be conducted remotely (i.e. via web and phone). No in person visits to regulatory agency offices will be performed.
- The scope of work does not include a chain of title or environmental lien search.

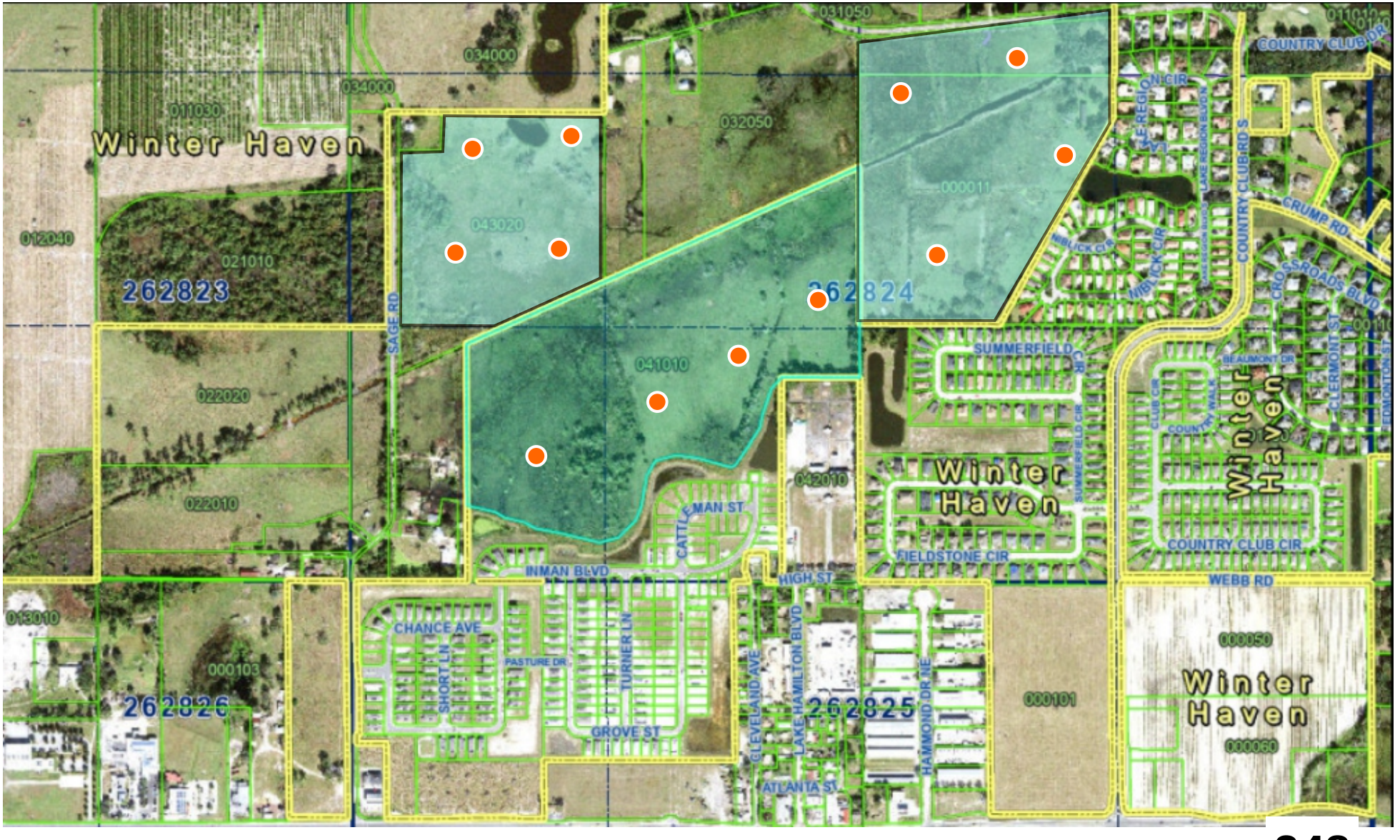
- Standard laboratory turnaround time will apply.

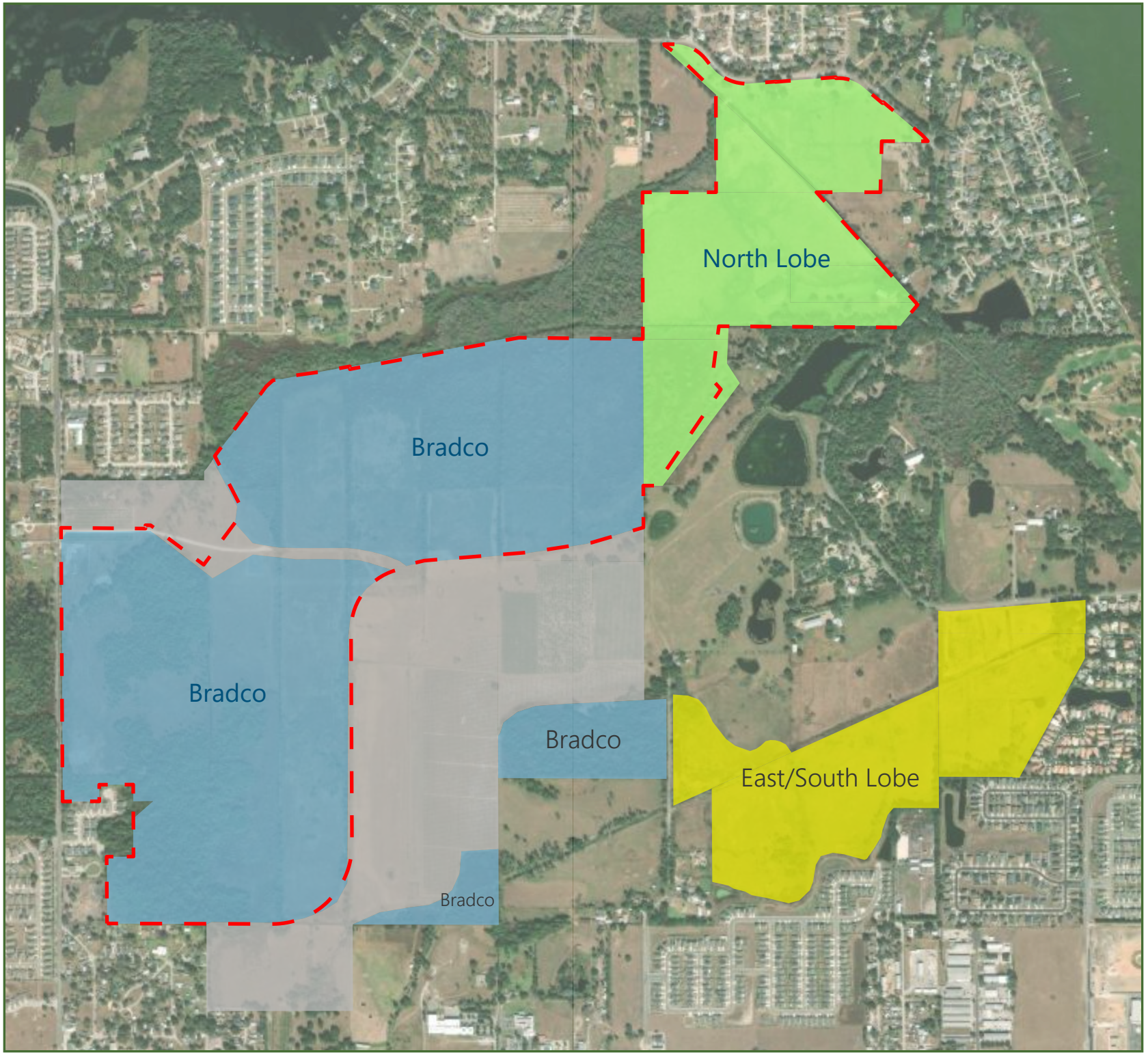
**Tasks 7.C Title and Appraisal**

RES will coordinate with Mancuso Appraisal Services and appropriate landowners to obtain appraisals on the following properties:

- Dantzler Parcel Nos. 262824000000014020 and 262824588500000011
- Schultz Parcel No. 262824000000043020
- Kennard Parcel No. 262824000000041010

● = PROPOSED SOIL BORING LOCATION






# Figure 1
# Parcel Map

## East Winter Haven Aquifer Recharge and Wetland Restoration

Polk County, Florida
28.035461, -81.683679

- BF 1500 LLC
- City of Winter Haven
- East/South Lobe
- North Lobe
- Project Boundary (454.82 ac)

N

0 500 1,000
Feet

Reference: Project limits are approximate. The property boundaries depicted on this map have not been surveyed and are for prospect assessment purposes only. This information is not to be used as final legal boundaries.
Spatial Reference:
NAD 1983 StatePlane Florida West FIPS 0902 Feet
Date: 10/12/2026
Project Number: 114536



res
www.res.us



Cartographer: jtouzel | POC: mstahman | Path: G:\Projects\FL\114536_Winter_Haven_Wetland_Restoration_Aquifer_Recharge\PRO\Permitting\114536_WinterHaven_Permitting.aprx | Layout: WinterHaven_CommissionApproval_Task7_ParcelMap

**DATE:** October 14, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Gary M. Hubbard, Water Department Director
David E. Nicholson, Wastewater Treatment Plant Manager

**SUBJECT:** Micro-C Carbon supplement – Wastewater Treatment Plant #3

---

## BACKGROUND

Wastewater Treatment Plant #3 uses Micro-C as an external carbon source to support biological total nitrogen removal within the activated sludge treatment process. This chemical is essential to maintaining treatment performance and ensuring the plant's effluent meets Florida Department of Environmental Protection (FDEP) permit limits.

In addition to chemical supply, the service also includes 24/7 real-time monitoring of Micro-C usage and nitrogen removal for maximum efficiency. Micro-C is supplied by Environmental Operating Solutions, Inc. (EOSi), the sole-source supplier approved through the City's Procurement Division.

## FINANCIAL IMPACT

Staff project a need for approximately 124,200 gallons of Micro-C per year, at an annual cost of $471,960. Funds are budgeted in FY27 under account 402-08-316-5215.

## STRATEGIC PLAN ALIGNMENT

This is a purchase required for chemicals used during normal operation of business, as such it is not specifically defined as a goal or strategy in the Strategic Plan. However, is it generally aligned with the Infrastructure and Environmental Stewardship Pillars.

## RECOMMENDATION

Staff recommends that the City Commission approve the purchase of Micro-C from Environmental Operation Solutions, Inc. (EOSi) and authorize the City Manager, or designee, to execute related documents and take any further actions necessary and incidental thereto.

**ATTACHMENT**

- Sole Source Agreement – Micro C

WINTER HAVEN
The Chain of Lakes City

*Office of Procurement*

# SOLE SOURCE

## CERTIFICATE OF CONDITIONS AND CIRCUMSTANCES

Instructions: The purpose of this form is to certify conditions and circumstances for the purchase of goods and services under the single source exception to the competitive bid process. This request is to be executed by the Department Director and submitted to the Procurement Manager for consideration.

**Items or services required:** Supply of Micro-C as a carbon supplement for the advanced treatment of wastewater & the removal of nitrogen. Services also include the 24/7 real time monitoring of Micro-C usage & nitrogen removal for maximum efficiency WWTP3 uses Micro-C for nitrogen removal.

**Name of company considered a Sole Source:** EOSi - sole manufacture - letter attached

**List the conditions and circumstances that require this to be a Sole Source purchase. Be specific:**
EOSi offers a control program (Nitrack) to monitor/control supply of Micro-C to treat the wastewater more efficiently. Only 1 offering this svc in tandem w/ the supply of an alt. carbon source. Combining the svcs w/ EOSi ensures nitrogen removal @ max efficiency avoiding overdosing. Nitrack is included in the per gallon cost (currently $3.80)

***Proper documentation for verification of Sole Source must be attached.***

**Department Director's signature:** Mark W. Bombard Digitally signed by Mark W. Bombard Date: 2026.06.23 08:12:29 -04'00' **Date requested:** 06/22/2026

**********

**Procurement action/findings:** Approved

**Procurement Manager's signature:** Bethany Owen Digitally signed by Bethany Owen Date: 2026.06.23 08:17:44 -04'00' **Date:** 06/22/2026

Per Florida Statute 838.22(2) It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services.

June 15, 2026

David E. Nicholson, CPM
Wastewater Treatment Plant Manager
City of Winter Haven Wastewater Treatment Plant #3
4400 Pollard Road,
Winter Haven, FL 33884

Reference: MicroC® 2000 Sole Source Manufacturer

This letter is to confirm that Environmental Operating Solutions, Inc. (EOSi), a corporation with principal address of 53 Portside Drive, Pocasset, Massachusetts 02559, is the sole manufacturer of MicroC® 2000, a proprietary supplemental carbon source formulation that is used in wastewater denitrification applications.

EOSi is also the sole manufacturer and supplier of the Nitrack®, a control program used to monitor, automate, and optimize the dosing of MicroC® 2000.

As a supplier of alternative carbon sources since 2003, with 550+ customers and over 165 million pounds delivered annually, EOSi understands the need for consistent COD concentration, stability, and composition to achieve BNR permit limits without issue. The MicroC® 2000 product specifications are attached for reference.

If you require additional information, I can be reached at evan.brown@microc.com or (336) 207-5616

Sincerely,

Evan Brown
Southeast Regional Sales Manager

**DATE:** October 8, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Sean Byers, Planning Manager

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

---

## BACKGROUND

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

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

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

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

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

## FINANCIAL IMPACT

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

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

## STRATEGIC PLAN ALIGNMENT

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

## RECOMMENDATION

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

## ATTACHMENTS

- Business Impact Statement
- Ordinance O-26-25

**Business Impact Statement for Ordinance O-26-25**

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

**ORDINANCE NO. O-26-25**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick John Murphy, Jr.

Exhibit "A" - Page 1 of 5

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

**Table 21-32(A)**
**Table of Land Uses**

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

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

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

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

Exhibit “A” - Page 5 of 5

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

Exhibit "B"
Page 1 of 1

Revisions to Article IX, Section 21-531, Definitions

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

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

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

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

**DATE:** October 8, 2026

**TO:** Honorable Mayor and City Commissioners

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

**FROM:** Sean Byers, Planning Manager

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

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## BACKGROUND

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

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

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

## FINANCIAL IMPACT

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

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

## STRATEGIC PLAN ALIGNMENT

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

## RECOMMENDATION

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

## ATTACHMENT

- Ordinance O-26-26

**ORDINANCE NO. O-26-26**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

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New text is underlined in red.

**Table 21-32(A)**
**Table of Land Uses**

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

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

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

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

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