WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION MEETING

DATE: Monday, November 23, 2026, 6:00 p.m.

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

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1. **CALL TO ORDER** - Brian Yates, Mayor
2. **ROLL CALL** - Vanessa Castillo, FCPC, MMC, City Clerk
3. **INVOCATION** - Pastor David Berry, The Mission of Winter Haven
4. **PLEDGE OF ALLEGIANCE** - Vanessa Castillo, FCPC, MMC, City Clerk
5. **PRESENTATIONS**
6. **DEVELOPMENTS OF NOTE**
7. **MINUTES**

7.A **September 28, 2026, Regular City Commission Meeting Minutes**

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

2026-09-28 DRAFT Regular City Commission Meeting Minutes

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

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

2026-10-07 DRAFT Agenda Review Session Minutes with Link

8. **COMMENTS FROM THE AUDIENCE**
9. **ORDINANCE(S) - SECOND READING - PUBLIC HEARING**

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

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

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

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

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

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

10. CONSENT AGENDA

10.A Approval of Settlement Agreement with Albertsons Companies, Inc. regarding Opioid Litigation

Staff Contact: *Frederick J. Murphy, Jr., Esquire, City Attorney, fjm@bosdun.com*

Summary - Opioid Settlement Agreement (Albertsons)
Settlement Agreement Package Excerpts

10.B Building Division - Furniture Package Purchase

Staff Contact: *Cedric Cox, Economic Opportunity and Community Investment Assistant Director , ccox@mywinerhaven.com*

Summary - Building Division Furniture Purchase
CDS Furniture Proposal & Buildout

10.C Police Benevolent Association, Inc. Collective Bargaining Agreement - For Police Officers and Sergeants

Staff Contact: *Shawn Dykes, Human Resources Director, sdykes@mywinterhaven.com*

Summary - Police Benevolent Association Collective Bargaining Agreement - 2026-2027 ReOpeners
Collective Bargaining Agreement (2024 2027), including 2026-2027 Re-Openers

10.D Police Benevolent Association, Inc. - Initial Collective Bargaining Agreement for Police Lieutenants (2026-2027)

Staff Contact: *Shawn Dykes, Human Resources Director, sdykes@mywinterhaven.com*

Summary - Police Benevolent Association Collective Bargaining Agreement LTS 2026-2027
Collective Bargaining Agreement 2026-2027 for Police Lieutenants

11. RESOLUTION(S)

12. ORDINANCE(S) - FIRST READING

13. NEW BUSINESS

13.A Limited Duration Use Agreement between Lake May District JV, LLC and the City of Winter Haven

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

Summary - Lake May Limited Duration ROW Use Agreement
Limited Duration Use Agreement between Lake May District JV, LLC and City of Winter Haven

14. CITY COMMISSIONERS/LIAISON REPORTS

15. CITY ATTORNEY REPORT

16. CITY MANAGER REPORT

17. DEPUTY CITY MANAGER REPORT

18. CITY CLERK REPORT

19. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

20. ADJOURNMENT

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

WINTER HAVEN
THE CHAIN OF LAKES CITY

REGULAR CITY COMMISSION MEETING MINUTES

DATE: Monday, September 28, 2026, 6:00 p.m.

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

NOTE:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:8e27768d-ac46-4511-ab54-580095a11f0b
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 6:10 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; Public Works Director Brittany Hart; Public Affairs and Communication Director Katrina Hill; Police Chief Vance Monroe; Chief Financial Officer Chris Reeder; and Interim Parks, Recreation and Culture Director Scott Eilers.

3. INVOCATION – Pastor Jason Crum, Winter Haven Nazarene

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

5. PRESENTATION(S)

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

City Manager Stavres read aloud a proclamation declaring September 17 through September 23, 2026, as "Constitution Week 2026" in the City of Winter Haven. Ms. Stokes, and other members of the DAR, accepted the proclamation and thanked the Commission.

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

City Manager Stavres read aloud a proclamation declaring October 6, 2026, as "Johnny Bernard Neal, Jr. Day" in the City of Winter Haven. Johnny Bernard Neal, III, and Patricia Smith Fields, along with former Jewett High School band members and other members of the community, accepted the proclamation and thanked the Commission.

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

City Manager Stavres read aloud a proclamation declaring 2026 as "100 Years of Excellence" in the City of Winter Haven. Diane Gibbs, along with other hospital staff, accepted the proclamation and thanked the Commission.

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6. DEVELOPMENTS OF NOTE – None

7. MINUTES

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

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

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

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

Motion by Commissioner Birdsong to approve the minutes as presented.

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) – SECOND READING – PUBLIC HEARING ON AD VALOREM TAX MILLAGE RATE AND FISCAL YEAR 2026-2027 BUDGET

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

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

City Manager Stavres presented and showed the *Polk County Millage Rates* PowerPoint slide.

Motion by Mayor Pro Tem Mercer to approve Ordinance O-26-22 on second reading - public hearing.

Discussion ensued regarding procedures on amending a motion and a proposed millage rate reduction.

Motion by Commissioner Davis to amend Ordinance O-26-22 to roll back the millage to 6.3888 mills.

Mayor Yates closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this amendment to the 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.

Discussion ensued regarding the proposed millage rate, the City's financial reserves, rising operating costs, and the use of fund balance.

Motion to amend Ordinance O-26-22 failed 1:4 with Mayor Yates, Mayor Pro Tem Mercer, and Commissioners Birdsong and Dollison voting no.

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

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

Discussion ensued regarding property tax relief, the use of excess fund balance, maintaining adequate reserves, and the impact of tax reductions on future services and expenses.

Original motion to approve Ordinance O-26-22 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 and Chief Financial Officer Redder presented.

City Manager Stavres recommended approval of Ordinance O-26-23 on second reading. He described the FY 2027 budget as balanced and conservative regarding recurring expenses due to uncertainty about future revenues as the State considered changes to its tax structure. He explained that capital investments were funded through previously earmarked funds and did not require increased property taxes. He noted that the General Fund expenses increased approximately 8% over FY 2026 and cited rising costs for fuel, electricity, water, insurance, and supplies.

Motion by Mayor Pro Tem Mercer to approve Ordinance O-26-23 on second reading - public hearing

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

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

Commissioner Davis expressed that he would vote against the budget due to the Grant and Aid Program, objecting to the use of taxpayer funds for nonprofit administrative expenses and gift cards for the homeless. He clarified that he supported the rest of the budget.

Motion carried 4:1 with Commission Davis voting no.

10. COMMENTS FROM THE AUDIENCE

Sherry Bryant, 230 Avenue P NE in Winter Haven and President of the Jewett Alumni Association, Inc., requested road closures, security staff, and a full fee waiver for the Association's 40 Years of Service Community Parade on December 19, 2026. She said the event would promote community pride and youth engagement.

Mayor Yates asked whether the parade request was on the agenda. City Manager Stavres explained that the special event process had been completed, but a road closure permit would still need Commission approval before submission to the Florida Department of Transportation (FDOT). He estimated the parade-related law enforcement and street personnel costs at $5,500 to $7,000 and said a full fee waiver would require Commission consideration.

There was consensus of the Commission to bring back information pertaining to this request at the October 12, 2026, Regular City Commission Meeting.

Trey Walters, with Blue Line Aviation at 2073 U.S. Highway 92 in Winter Haven, expressed concern over the termination of the company's airport lease. He noted its investment in the [Winter Haven Regional] Airport and asked the City to resolve the matter.

Tamara Antemesaris, 1051 8th Street NW in Winter Haven, requested that residents be included in discussions about the 8th Street Northwest improvement project before a design was selected. She asked the City to consider traffic calming, 7th Street improvements, traffic data, sidewalks, and roundabouts.

Public Works Director Hart explained that two design concepts for the 8th Street Northwest improvement project would be presented at a neighborhood public meeting for resident feedback before reaching 30% design. The project would consider traffic calming, pedestrian improvements, minor drainage work, and roadway resurfacing, all within existing City right-of-way. Survey work was underway, and design was not yet 10% complete. She also confirmed that residents would be included in the review process and that the meeting would be held at a nearby City facility, with notice provided by mail, social media, and push notifications.

Jessie Skubna, 100 3rd Street SW, Winter Haven, requested an earlier City Charter review, citing the City's growth. She expressed concerns about inconsistent application of policies, different treatment of applications, lack of staff accountability, site plan requirements, the Special Events process, and alleged voting conflicts involving a Downtown Community Redevelopment Agency (CRA) Committee member.

City Manager Stavres explained that the last Charter review was in 2017 and the next was scheduled for 2030.

City Attorney Murphy explained that Ms. Skubna's concerns primarily involved policies, procedures, and department management rather than the Charter, but the Commission could initiate an earlier review if desired.
Commissioner Birdsong agreed that the concerns raised involved policies and procedures, not the Charter.

Mayor Yates questioned whether the City's growth warranted an earlier Charter review and asked about options for independently reviewing Ms. Skubna's concerns. Stavres directed department-related concerns to his office, while Murphy explained that certain personnel matters might warrant an independent review.

Mayor Yates asked Ms. Skubna to schedule a meeting with the City Manager, with the City Attorney invited if desired. He also said he would continue monitoring CRA voting conflicts.

Robbie Loftus, 10 Lake Link Drive in Winter Haven, said he had served on the last Charter Review Committee and suggested reviewing the City Manager and City Attorney arrangements and Commissioner residency and employment requirements. He expressed concern about the lack of action when speakers provided false or inaccurate information and supported Commissioner Davis's recommendation to increase Commissioner pay.

James Koon, 1304 Mirror Terrace NW in Winter Haven, opposed installing sidewalks on both sides of the street in his neighborhood. He said they were unnecessary due to limited foot traffic, would encroach on private property and affect lawns, and would be costly. He acknowledged that some traffic improvements on Avenue L and 8th Street might be needed but urged the Commission to reconsider the sidewalks, anticipating opposition from affected residents.

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

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

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

Motion by Commissioner Birdsong to approve Ordinance O-26-20 on second reading - public hearing.

Mayor Yates closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this Resolution may come to the podium and state their name and address for the record.

Tim Campbell, Attorney at Clark Campbell Lancaster Workman, 500 South Florida Avenue in Lakeland and representing AdventHealth Polk North, Inc., said the proposed Planned Unit Development (PUD) amendment would allow a hospital tower and additional parking to meet the needs of the planned freestanding emergency department. He requested approval of the amendment. He also introduced Nick Plott, of the Governmental Affairs team at AdventHealth [West Florida Division].

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

Motion carried 5:0.

12. CONSENT AGENDA

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

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

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

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

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) – None

14. ORDINANCE(S) – None

15. NEW BUSINESS

A. Proposed Amendment One to City Manager Employment Agreement

City Attorney Murphy presented this item and noted that the City Manager's contract was an "at-will" agreement with no definite term that the Commission could terminate by majority vote. He explained that a contract amendment was needed to allow the City Manager to receive payment for accrued vacation leave exceeding the limits in the Personnel Handbook. The amendment required the City Manager to take at least 10 vacation days each fiscal year, subject to operational needs, and provided for payment of excess leave at the hourly rate in effect on September 30. Payment would be made during the first pay cycle of the following fiscal year, beginning with FY 2026. The estimated cost for this fiscal year was $5,452, and the amendment would not apply retroactively.

Motion by Commissioner Birdsong to approve the proposed Amendment One to the City Manager Employment Agreement.

Mayor Yates closed the Regular City Commission Meeting and opened a Public Hearing stating anyone wishing to speak to this item 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 questioned whether the City Manager's vacation accrual was based on his position or years of service. He expressed concern that the annual buyback could effectively become a pay increase and asked whether the contract should include a cap on vacation days taken in a year.

City Manager Stavres explained that he would accrue 192 hours (24 days) annually after reaching 25 years of service, the same as other City employees with that tenure. He said he had forfeited more than 70 hours in 2024 and more than 50 hours in 2025. He explained that employees were encouraged to use excess leave before the end of the fiscal year and that carryover required approval through his office, but he could not approve his own. He added that carrying leave forward could result in a larger payout later because it would be paid at a potentially higher rate. He also said he had canceled vacations to address City matters.

Commissioner Birdsong explained that the Commission had discussed the buyback to avoid a larger payout if the City Manager retired after accumulating several years of leave. He noted that senior managers had a similar benefit, although the City Manager did not.

Mayor Yates questioned the need for a cap and noted that the City Manager would take 10 days and receive payment for the remaining unused leave.

Commissioner Birdsong thanked the City Manager for his service and dedication.

Motion carried 5:0.

16. CITY COMMISSIONERS/LIAISON REPORTS

Commissioner Davis reported on/attended the following:

- [16th Annual] Mayors Roundtable [presented by Polk Vision]
- Central Florida Development Council (CFDC) 2026 Annual Meeting
- Winter Haven Economic Development Council (WHEDC) Annual Meeting
- Celebrate Winter Haven event and congratulated Commissioner Birdsong for receiving the Banker's Cup Award
- Florida League of Cities Institute for Elected Municipal Officials (IEMO) in Tampa

Commissioner Dollison reported on/attended the following:

- WHEDC Annual Meeting
- Vintage Haven Village and Central Florida Traffic Control ribbon cuttings

Mayor Pro Tem Mercer reported on/attended the following:

- [16th Annual] Mayors Roundtable
- Congratulated Commissioner Birdsong for receiving the Banker's Cup Award
- Sun 'n Fun Annual Meeting

Commissioner Birdsong reported on/attended the following:

- Vintage Haven Village ribbon cutting
- WHEDC Annual Meeting
- Thanked the Winter Haven Chamber of Commerce for the Banker's Cup Award and said he was humbled and grateful for the recognition
- Central Florida Traffic Control ribbon cutting
- Re-elected as Chair of the Polk Regional Water Cooperative (PRWC) Board and noted that the upcoming costs would be high
- George Tinsley's 80th birthday celebration
- [16th Annual] Mayors Roundtable
- Thanked fellow Commissioners for respecting each other's opinions

Mayor Yates reported on/attended the following:

- Main Street Winter Haven (MSWH) Annual Meeting
- WHEDC Annual Meeting
- Chamber Annual Meeting - Celebrate Winter Haven event and congratulated Banker's Cup recipients Commissioner Birdsong and Ann Claussen [CEO at Central Florida Health Care]
- [16th Annual] Mayors Roundtable
- Asked anyone alleging that someone provided false information to present evidence so the matter could be addressed appropriately

17. CITY ATTORNEY REPORT

City Attorney Murphy congratulated Commissioner Birdsong for receiving the Banker's Cup Award.

18. CITY MANAGER REPORT

City Manager Stavres reported the following:

- Construction work at City Hall would begin Tuesday evening that would impact parking lots on Wednesday. Staff would need to park as far from City Hall as possible to leave on-street parking available for customers. City Hall would remain open, and information was provided on locations for paying water bills.
- Read aloud a letter from Jeannie Garner, Executive Director and CEO of the Florida League of Cities, recognizing Mayor Yates for his dedicated service and contribution on its Board of Directors and presented him with a plaque.

19. DEPUTY CITY MANAGER REPORT – None

20. CITY CLERK REPORT – None

21. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA – None

22. ADJOURNMENT – 8:12 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

William Brian Yates
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

CITY COMMISSION AGENDA REVIEW SESSION MINUTES

DATE: Wednesday, October 7, 2026, 5:30 p.m.

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

NOTE
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here: https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:34a40e4a-cf61-4786-9565-d29142626716
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 Clifton E. Dollison; and Commissioner Chad Davis.

Absent: Commissioner Nathaniel J. Birdsong, Jr.

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

5. PRESENTATION(S)

A. "Safe Sleep Awareness Month" Proclamation - Julia Neres, Health Liaison - Florida Department of Health & the Safe Sleep Task Force of Polk, Highlands, & Hardee Counties

B. "Imagine A Day Without Water " Proclamation - Kassidy King, Customer Relations Specialist - Winter Haven Water

C. "Community Planning Month" Proclamation - Eric Labbe, Director of Economic Opportunity & Community Investment

D. "Florida City Week" Proclamation - Katrina Hill, Director of Public Affairs & Communication

Mayor Yates said that these items 5A through 5D would be discussed at the October 12, 2026, Regular City Commission Meeting.

City Manager said item 5E would occur at the end of the meeting and noted that several City employees would present item 5D [on Monday].

E. * AGENDA REVIEW ONLY *** Strategic Plan Presentation: Responsible Government**

(Note: This item occurred after Item 16).

FY 26 Strategic Pillar Update Responsible Government PowerPoint slides accompany this presentation (see link/attached).

DRAFT

City Manager Stavres gave an overview of the final Responsible Government Strategic Pillar update for Fiscal Year 2026.

City staff reviewed each of the 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:

COMMUNITY SURVEY UPDATE

Public Affairs and Communications Director Hill presented the latest resident survey results, reporting 96% overall satisfaction with quality of life in Winter Haven, the highest score across the seven survey periods. She reviewed feedback across the City's six Strategic Pillars and highlighted opportunities to improve awareness of arts and cultural events, monitor community safety in the northeast quadrant, improve walkability and bike-ability, and increase resident engagement. She also reported year-over-year improvements in infrastructure, environmental stewardship, and economic sustainability survey scores.

STRATEGIC PILLAR BUDGET ALIGNMENT

City Manager Stavres explained how the City evaluated departmental expenses and activities based on their alignment with the six strategic pillars. He said this was the first time the City had analyzed its budget this way and that the information would help guide strategic decisions and determine where resources should be focused.

City Manager Stavres reported that the next Strategic Pillar update for Community Safety would take place in November.

6. DEVELOPMENTS OF NOTE – None

7. MINUTES

A. August 24, 2026, Regular City Commission Meeting Minutes

There were no questions or discussion.

8. COMMENTS FROM THE AUDIENCE – None

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

10. CONSENT AGENDA

A. Task Order No. 25 with Hanson Professional Services, Inc. for the Runway 5/23 PAPI replacement project

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

B. Task Order No. 1 with Infrastructure Consulting and Engineering, LLC. for the T-Hangar Taxilanes Rehabilitation Project at Winter Haven Regional Airport

City Manager Stavres gave an overview of this item. He also confirmed with Airport Director Heidel that the planned work would address all airport pavement areas with poor or lower Pavement Condition Index (PCI) ratings and bring pavement conditions to a healthy level.

There were no questions or discussion.

11. RESOLUTION(S) – None

12. ORDINANCE(S) – FIRST READING – None

13. NEW BUSINESS

A. Jewett Alumni Association - Request for In-Kind Donations

City Manager Stavres gave an overview of the Jewett Alumni Association's request for full in-kind City sponsorship of its 40th anniversary parade and post-parade celebration on December 19, 2026. The request included street closures, traffic control equipment and services, police staffing, and other City services and resources at the Winter Haven Recreation and Cultural Center (WHRCC). The estimated cost was $5,825, primarily for police staffing and traffic control. He explained that the cost was not included in the FY2027 budget and would need to be covered through other savings and also said that community sponsorship requests needed to come before the Commission for consideration.

Commissioner Dollison asked whether the Association had made a similar request the prior year. City Manager Stavres confirmed that the City funded a similar request using carryover funds already budgeted. He explained that future sponsorship requests would need to come before the Commission because the City does not include them in its regular budget.

Commissioner Dollison asked whether a new law taking effect in January could affect the City's ability to provide the sponsorship. City Attorney Murphy said he would need to review the law but noted it might prohibit this type of support in the future.

Commissioner Dollison also asked whether the parade would become an annual event. City Manager Stavres said the Association had historically held parades about every three years. Mayor Yates suggested an alternate route using Avenue O and Lake Maude for future years to reduce costs. City Manager Stavres said the route the Mayor suggested would not require an FDOT permit and would be easier to manage, but he could not estimate the cost savings.

Commissioner Dollison asked whether the community lunch and other activities at the WHRCC were included in the request. City Manager Stavres clarified that they were not and that it had only included the facility rental, which would be charged at the nonprofit rate.

Commissioner Davis inquired about the City's involvement in other parades. City Manager Stavres explained that the City partnered on two parades: the Havendale Christmas Parade with the City of Auburndale and the Dr. Martin Luther King, Jr. (MLK) Parade with the MLK commemorative committee and Neighborhood Service Center. He said the City covered the road closure costs for both events.

Commissioner Davis asked whether Winter Haven High School paid for its homecoming parade. City Manager Stavres said it did not, explaining that it used a rolling roadblock, with intersections closed and reopened as the parade passed, without requiring Florida Department of Transportation (FDOT) road closures.

Commissioner Davis asked whether the Association was a non-profit and whether it could apply for grant and aid. He expressed concern that approving the request outside the regular funding process could set a precedent and preferred that sponsorship requests be considered during the budget process. City Attorney Murphy concurred. City Manager Stavres confirmed they were a non-profit and could pursue grant and aid.

Commissioner Dollison highlighted the Association's ties to Jewett High School, including Johnny Bernard Neal, Jr.'s contributions during segregation and the late Donzell Floyd's work with the alumni. He also mentioned the Marching Wolverines, scholarships, and Boys State sponsorship. Commissioner Davis clarified that his concerns involved the funding process, not the event's significance. Dollison said the Association had made a request and the Commission could decide whether to approve it.

❖

Mayor Yates asked whether the City was aware of more than $40 million in grants recently announced by U.S. Senator Ashley Moody for Florida fire departments. City Manager Stavres said he was unaware of the announcement and asked whether it was a public press release and statewide. Mayor Yates confirmed both and said he had heard the announcement on [news channel] Bay News 9. City Manager Stavres requested any additional information he had and that he would follow up with Fire Chief Neubrand's team.

14. CITY COMMISSIONERS/LIAISON REPORTS – None

15. CITY ATTORNEY REPORT – None

16. CITY MANAGER REPORT

City Manager Stavres said that he and Deputy City Manager Carnevale would be returning from the International City/County Management Association (ICMA) Annual Conference on October 21 and would be unavailable for the Agenda Review Session Meeting. Mayor Yates would also be attending the Florida Redevelopment Association (FRA) [Annual] Conference during that time. He suggested moving the meeting to October 22 or cancelling it, which would require review of the Consent Agenda items at the October 26, 2026, Regular City Commission Meeting.

Discussion ensued.

There was consensus of the Commission to move the Wednesday, October 21, 2026, City Commission Agenda Review Session to Thursday, October 22, 2026.

City Manager Stavres asked City Clerk Castillo to prepare the appropriate notices for this change.

❖

City Manager Stavres advised that the City did not issue a Local Government Area of Opportunity (LGAO) designation this year due to a protest that delayed the process beyond the Florida Housing Finance Corporation's application deadline. Blue Sky Communities requested a $610,000 match for its permit-ready project if awarded tax credit funding. The match would be a forgivable loan, similar to the City's 2021 contribution for Florence Place Apartments. He also asked whether the Commission wanted to consider the request or decline and wait for the next LGAO process in FY2027.

Commissioner Dollison asked whether any projects received an award. Economic Opportunity and Community Investment Director Labbe stated that he believed a project in Lakeland had received an award, which remained tentative pending the appeal process. He explained that Blue Sky Communities wanted to advise Florida Housing that the City had agreed to provide a match.

Mayor Pro Tem Mercer asked how many units were planned for the proposed project. Director Labbe stated that the first phase would include just under 100 units for families, with the second phase serving seniors. He confirmed that Florence Place Apartments had 88 units.

Mayor Pro Tem Mercer asked about the fund balance. CFO Reeder estimated the FY2026 year-end balance at approximately $1.4 million, excluding the $250,000 General Fund transfer for FY 2027. City Manager Stavres stated that the balance would be approximately $1.6 million after the transfer.

Commissioner Dollison asked about the other affordable housing developers that submitted applications. Director Labbe identified Blue Sky Communities, Smith & Henzy Affordable Group, and a third developer whose proposed Live Local Act project did not meet the LGAO qualifications. He confirmed that Blue Sky Communities had an approved site plan and building permits and was shovel-ready.

City Attorney Murphy requested time to review the request before advising the Commission. He noted that the 30-day administrative appeal period following the rejection of all bids had expired around September 28 and wanted to review the issues raised by Smith & Henzy and any time-sensitive concerns before the Commission made a decision.

Mayor Yates expressed support for Blue Sky Communities and its affordable housing efforts. He believed there would be sufficient support to bring the request back to the Commission for formal action after review by City Attorney Murphy.

City Manager Stavres said the request would be brought back at a Commission meeting at the end of the month.

Commissioner Dollison inquired whether Smith & Henzy had competed against Blue Sky Communities for the same designation. City Attorney Murphy explained that Smith & Henzy was not permit-ready when applications were submitted and was expected to become permit-ready later. Director Labbe confirmed that Smith & Henzy had not submitted site plans or building permits.

Commissioner Dollison asked if being permit-ready provided an advantage. Director Labbe explained that permit-ready applicants receive Tier One status, which improves their ranking with the Florida Housing Finance Corporation. City Attorney Murphy added that having both permit-ready status and an LGAO designation places an applicant in the highest-ranking category, increasing its chance of selection.

City Manager Stavres stated that Director Labbe would lead the follow-up and bring the matter back to the Commission.

❖

City Manager Stavres presented a request to allow the Grand Central Project developer to use approximately 20 City parking spaces for construction staging under a 12-month license agreement, with a possible six-month extension. He asked whether the Commission preferred that he proceed under his authority or bring the agreement back for consideration.

DRAFT

Mayor Yates asked whether the parking lot was under contract for sale. City Manager Stavres confirmed it was not and clarified that the agreement was a license for temporary use. City Attorney Murphy confirmed that the agreement included hold harmless and identification language.

Mayor Pro Tem Mercer asked whether the parking lot was heavily used. City Manager Stavres confirmed that it was and said it would be temporarily unavailable but returned to parking use after construction. City Attorney Murphy said making the lot available may reduce construction impacts on nearby businesses. Discussion ensued.

Mayor Yates asked whether the developer would pay to use the lot. City Manager Stavres confirmed there would be no charge.

There was consensus of the Commission for the City Manager to move forward on this item.

City Manager Stavres excused City Attorney Murphy from the meeting to attend to a personal family matter.

❖

City Manager Stavres reported that that 15 replacement police vehicles were ready for delivery, including three unmarked and 12 marked vehicles, at a cost of approximately $835,000. He explained that the purchase had completed the procurement process and was funded through the vehicle replacement program, with all but approximately $14,000 budgeted in prior years.

Mayor Pro Tem Mercer asked whether the City had ever purchased this many replacement vehicles. City Manager Stavres said the police and fire fleets were in better condition than ever and said he believed the new vehicles were Ford Interceptors.

Mayor Yates asked what would happen to the old vehicles. Public Works Director Hart explained that Police would evaluate its spare vehicles and replace those that needed to leave the fleet. Vehicles not retained would be auctioned, with the proceeds returned to the capital fund for future vehicle replacements.

Mayor Yates suggested using older police vehicles as decoys in areas with speeding and traffic problems. Police Chief Monroe confirmed that the Department would consider using this strategy by placing vehicles in strategic locations throughout the City to help deter speeding and distracted driving. Discussion ensued.

(Commissioner Dollison left the room at 6:12 p.m.)

❖

(Item 5E occurred after this item.)

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

18. **CITY CLERK REPORT** – None

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

20. **ADJOURNMENT** – 6:28 p.m.

ATTEST:

Vanessa Castillo, MMC
City Clerk

CITY OF WINTER HAVEN, FLORIDA

William Brian Yates
Mayor

DRAFT

DATE: November 9, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

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

BACKGROUND

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

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

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

SURROUNDING USES

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

INFRASTRUCTURE

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

COMPREHENSIVE PLAN

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

NOTIFICATION

All public notification requirements for this request were met.

FINANCIAL IMPACT

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

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

STRATEGIC PLAN ALIGNMENT

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

PLANNING COMMISSION RECOMMENDATION

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

CONCLUSION

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

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

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

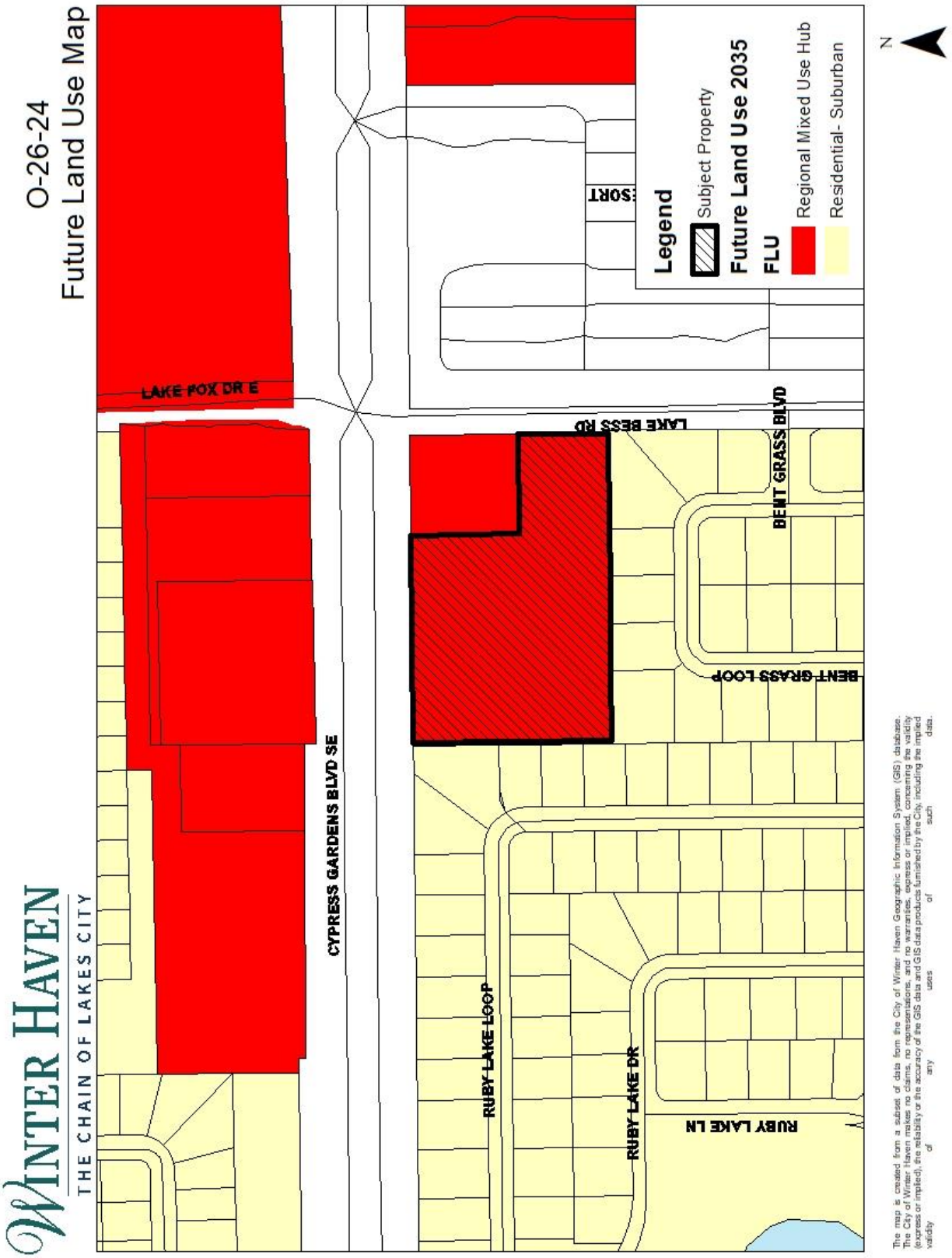
- The requested C-3 zoning district will allow a wider variety of retail activity not currently allowed under the existing PUD. Any future development on the site will be limited due to the existing site constraints.

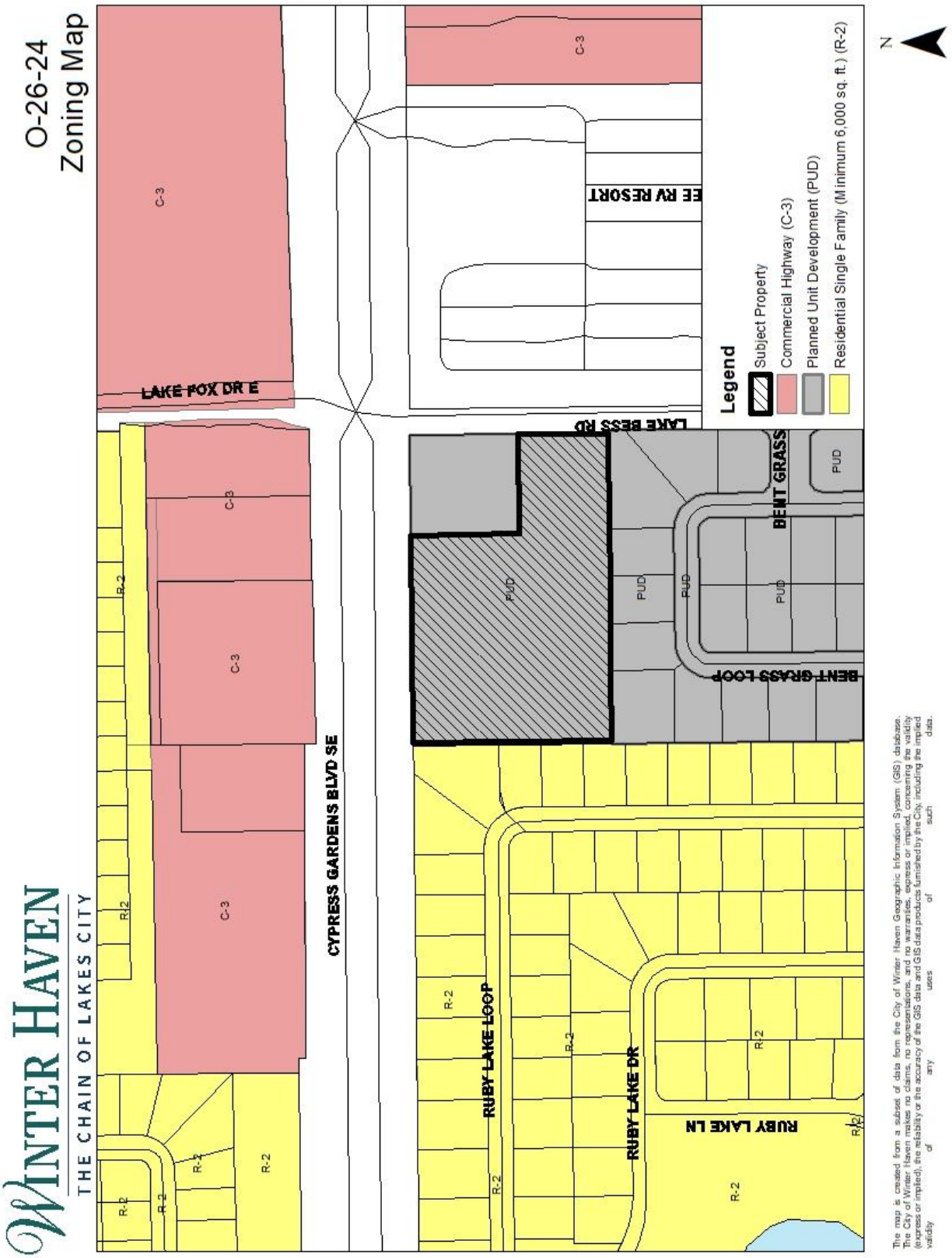
RECOMMENDATION

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

ATTACHMENTS

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


O-26-24
Future Land Use Map
Legend
Subject Property
Future Land Use 2035
FLU
Regional Mixed Use Hub
Residential- Suburban
N
LAKE POX DR E
LAKE BESS RD
BENT GRASS BLVD
BENT GRASS LOOP
CYPRESS GARDENS BLVD SE
RUBY LAKE LOOP
RUBY LAKE DR
RUBY LAKE LN
WINTER HAVEN
THE CHAIN OF LAKES CITY
The map is created from a subset of data from the City of Winter Haven Geographic Information System (GIS) database. The City of Winter Haven makes no claims, no representations, and no warranties, express or implied, concerning the validity (express or implied), the reliability or the accuracy of the GIS data and GIS data products furnished by the City, including the implied


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


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

ORDINANCE NO. O-26-24

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
William Brian Yates

ATTEST:

_____

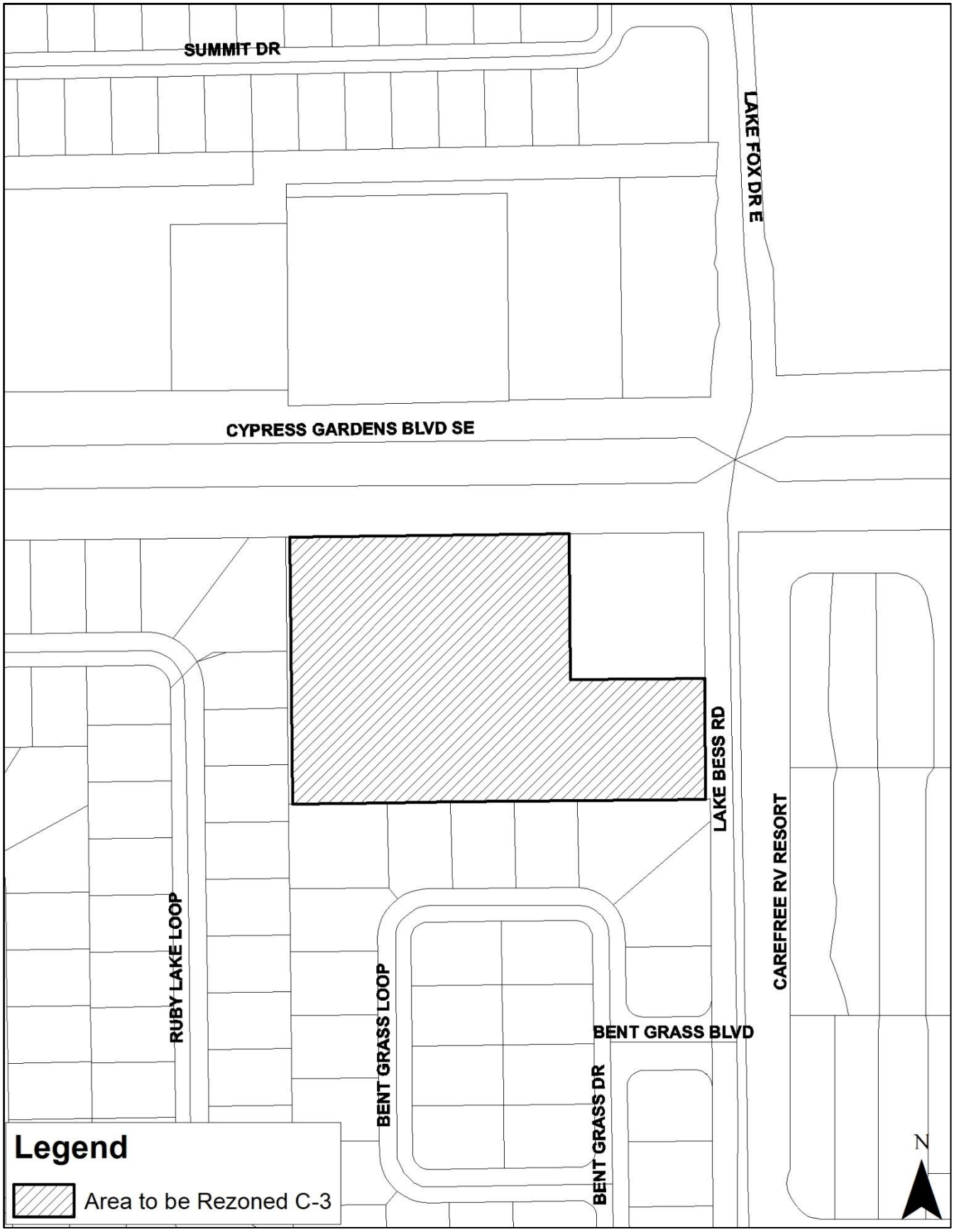
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____

CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”


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

DATE: November 10, 2026

TO: Honorable Mayor and City Commissioners

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

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

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

BACKGROUND

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

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

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

General Fund

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

Library Fund

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

Airport Fund

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

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

Federal Building Fund

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

2021 Bond Capital Project Fund

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

Consolidated Construction Fund

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

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

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

Transportation Fund

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

Utility Fund

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

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

Solid Waste Fund

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

Willowbrook Fund

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

Motor Pool Fund

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

FINANCIAL IMPACT

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

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

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

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

ATTACHMENTS

- Ordinance O-26-27
- Exhibit A

ORDINANCE NO. O-26-27

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

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

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

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

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

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

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

2. This Ordinance shall take effect immediately upon its passage

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

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

CITY OF WINTER HAVEN, FLORIDA

_____

MAYOR-COMMISSIONER
Brian Yates

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

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

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

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

DATE: November 3, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Frederick J. Murphy, Jr., Esquire, City Attorney

SUBJECT: Approval of Settlement Agreement with Albertsons Companies, Inc. regarding Opioid Litigation

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BACKGROUND

A new national opioid settlement has been reached with Albertsons Companies, Inc. ("Albertsons").

The City Commission has already approved an Interlocal Agreement with Polk County, Florida, and other municipalities referenced therein for the County to use Opioid Settlement Funds to more fully implement the Polk County Florida Opioid Abatement Plan in November, 2021.

The Settlement contemplates that Albertsons will be paying over a period of approximately ten (10) years with actual payments to be determined in accordance with the Settlement Agreement.

Pursuant to Florida Opioid Allocation and Statewide Response Agreement between the State of Florida Department of Legal Affairs, Office of the Attorney General and Certain Local Governments in the State of Florida dated November 15, 2021, the Regional percentage by State for Abatement Funds is 7.8645429812% for all of Florida. Based on that percentage, the City of Winter Haven is entitled to receive 0.00097032824300000000000% of Opioid Settlement Funds related to the Settlement with Albertsons, with actual amounts yet to be determined.

Approval and execution of the Settlement Agreement will also constitute a Release of Claims that the City may have related to the opioid crisis as to Albertsons.

FINANCIAL IMPACT

There is no direct Financial Impact to the City as a result of this Settlement. At this time the amount attributable by virtue of this Settlement to the City of Winter Haven is not known. However, all Settlement funds generated on behalf of the City of Winter Haven will be remitted to Polk County

pursuant to the aforementioned Interlocal Agreement with Polk County regarding the Polk County Florida Opioid Abatement Plan.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

City staff and the City Attorney recommend that the City Commission approve the Settlement Agreement and authorize the City Attorney to execute same on behalf of the City of Winter Haven and to take all other necessary actions related thereto.

ATTACHMENT

- Settlement Agreement Package Excerpts

Docusign Envelope ID: 01FF7C4A-C510-81F4-807E-7CBBEFD775CB

National Opioid Settlement: Albertsons
Opioids Implementation Administrator opioidsparticipation@rubris.com

To: Winter Haven city, FL
Rubris Reference Number: CL-2265504

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENT WITH ALBERTSONS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: December 30, 2026

A new proposed national opioids settlement has been reached with Albertsons ("Settling Defendant"). This participation package is a follow-up communication to the Notice of National Opioids Settlement recently received electronically by your subdivision.

You are receiving this participation package because your state is participating in the new National Opioids Settlement with Albertsons.

This electronic envelope contains:

- A *Participation Form* for the National Opioids Settlement with Albertsons that your subdivision is eligible to join, including a release of any claims.

The *Participation Form* must be executed, without alteration, and submitted on or before December 30, 2026, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the National Opioids Settlement with Albertsons.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Your subdivision must return a participation form in order for your subdivision to release its claim and receive funds from the National Opioid Settlement with Albertsons.

You are encouraged to discuss the terms and benefits of the National Opioid Settlement with Albertsons with your counsel, your Attorney General's Office, and/or other contacts within your state.

Docusign Envelope ID: 01FF7C4A-C510-81F4-807E-7CBBEFD775CB

How to return signed forms:

There are three methods for returning the executed Participation Form and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via Docusign:* Executing the Participation Form electronically through Docusign will return the signed form to the Opioids Implementation Administrator and associate your form with your subdivision's record. Electronic signature is the most efficient method for returning the Participation Form, allowing for more timely participation, and is therefore strongly encouraged.
(2) *Manual Signature returned via Rubris Platform Portal:* If your entity is unable to return an executed Participation Form using Docusign, the signed Participation Form may be submitted via the Rubris Platform Portal. Please utilize the link within the New Opioid Settlement Notice email in order to upload your entity's Participation Form directly to the Rubris Platform Portal.
(3) *Manual Signature returned via electronic mail:* If your subdivision is unable to return the executed Participation Form using Docusign, the signed Participation Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Winter Haven city, FL] – [CL-2265504].

The sign-on period for subdivisions to participate in the National Opioid Settlement with Albertsons ends on December 30, 2026.

If you have any questions about executing the Participation Form, please contact your counsel or the Opioids Implementation Administrator at opioidsparticipation@rubris.com.

Detailed instructions on how to sign and return the Participation Form, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/. You may also contact opioidsparticipation@rubris.com.

Thank you,
National Opioids Implementation Administrator for Albertsons

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreement referenced above and to manage the collection of settlement participation forms.

Docusign Envelope ID: 01FF7C4A-C510-81F4-807E-7CBBEFD775CB

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Winter Haven city	State: FL
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated August 20, 2026 ("*Albertsons Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Albertsons Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Albertsons Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Albertsons Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at [website link to national settlement website to be provided].

3. The Governmental Entity agrees to the terms of the Albertsons Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Albertsons Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Albertsons Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Albertsons

Docusign Envelope ID: 01FF7C4A-C510-81F4-807E-7CBBEFD775CB

Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Albertsons Settlement.

7. The Governmental Entity has the right to enforce the Albertsons Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Albertsons Settlement, including without limitation all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Albertsons Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Albertsons Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Albertsons Settlement.

10. In connection with the releases provided for in the Albertsons Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Albertsons Settlement.

Docusign Envelope ID: 01FF7C4A-C510-81F4-807E-7CBBEFD775CB

11. Nothing herein is intended to modify in any way the terms of the Albertsons Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Albertsons Settlement in any respect, the Albertsons Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

DATE: November 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Cedric Cox, Economic Opportunity & Community Investment Assistant Director

SUBJECT: Building Division – Furniture Package Purchase

BACKGROUND

On January 27, 2025, the City Commission awarded RFQ-24-38 (Design Build Services for Redevelopment of Old Fire Station Number One) to Whitehead Construction. The purpose for the redevelopment was to construct new City of Winter Haven Building Division administrative offices that will better serve the citizens given the City's recent and projected growth.

Staff has worked with Commercial Design Services (CDS) to provide a proposal for the interior and exterior furniture for the new Building Division location. The proposed furniture package is for the purchase of desks, tables, seating, and accessories. The furniture budget was not included as part of the Guaranteed Maximum Price (GMP) and project budget.

CDS has provided a price quote of $257,465.80 through the State of Florida Contract and OMNIA Partners Cooperative Contract. This is the final interior furniture package through CDS, but is not inclusive of the entire list of items needed. Staff will source the remainder of items locally and will direct purchase those items.

FINANCIAL IMPACT:

Funding for the furniture purchase is available within the Construction Fund which has approximately $7,000,000 set aside for the construction of Building Division facilities. These funds were transferred from the Building Fund to the Construction Fund as a result of a change to F.S. 553.80 prohibiting the City's Building Fund from carrying forward an amount that exceeds the 4-year rolling average of its operating budget.

STRATEGIC PLAN ALIGNMENT

The purchase of furniture for the new administrative space for the Building Division is not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government Strategic Pillar.

RECOMMENDATION

Staff recommends the City Commission approve of the purchase of furniture in the amount of $257,465.80 from Commercial Design Services (CDS) and authorize the City Manager, or his designee, to take all necessary action related thereto.

ATTACHMENT

- CDS Proposal #23845 dated 10/26/2026

PROPOSAL

Commercial Design Services
5805 Barry Rd
Tampa, FL 33634
Phone: 813.886.0580
commercialdesignservices.com

Order Number	23845
Date	10/26/2026
Customer Name	City of Winter Haven
Salesperson	Karen Barben
Salesperson Email	kbarben@cdstampa.com
Terms	NET 30
Page	1 of 26

SOLD TO
City of Winter Haven
210 CYPRESS GARDENS BLVD. W.
Winter Haven, FL 33880

ATTN: AP
FINANCE-AP@MYWINTERHAVEN.COM

DELIVER TO
City of Winter Haven - Building Department Buildou
490 Third St NW
Winter Haven, FL 33881

ATTN: Brian Wells
8632915695
bwells@mywinterhaven.com

Prepared for : Karen Barben

PROPOSAL PRICING VALID FOR 30 DAYS.
ALL PRODUCT ON EITHER STATE OF FL CONTRACT OR OMNIA CONTRACT.

Group	Qty	Description	Unit Price	Extended Amount
00	1.0	CONTRACTS	0.00	0.00

Qty	Description	List	Unit Price	Extended Amount
1.00 Each	Krueger International CONTRACT-- KI OT0045036A STATE OF FLORIDA CONTRACT # 56120000-24-NY-ACS :51% DISC OFF OF LIST % Off List: 0.00	0.00	0.00	0.00
1.00 Each	FELLOWES INC CONTRACT-- FELLOWES STATE OF FLORIDA CONTRACT # 56120000-24-NY-ACS :WORKSPACE- 58% OFF OF LIST % Off List: 0.00	0.00	0.00	0.00
1.00 Each	HON CONTRACT---- HON STATE OF FLORIDA CONTRACT # 56120000-24-NY-ACS :SYSTEMS & PEDESTALS- 73.55% OFF OF LIST :TABLES, DESKING, CASEGOODS- 60.95% OFF OF LIST :HON BRANDED SEATING- 60.95% DISC OFF OF LIST % Off List: 0.00	0.00	0.00	0.00
1.00 Each	Humanscale CONTRACT-- HUMANSCALE STATE OF FL # 56120000-24-NY-ACS :58.5% DISC OFF OF LIST % Off List: 0.00	0.00	0.00	0.00
1.00 Each	CDS CONTRACT-- KIMBALL STATE OF FLORIDA CONTRACT # 56120000-24-NY-ACS :SEATING- 59% DISC OFF OF LIST % Off List: 0.00	0.00	0.00	0.00
1.00 Each	Magnuson Group CONTRACT-- MAGNUSON GROUP OMNIA CONTRACT # 07-104 :36% DISC OFF OF LIST % Off List: 0.00	0.00	0.00	0.00
1.00 Each	Exemplis Corporation CONTRACT-- SITONIT STATE OF FLORIDA CONTRACT # 56120000-24-NY-ACS :60% DISC OFF OF LIST % Off List: 0.00	0.00	0.00	0.00

PROPOSAL

Commercial Design Services
5805 Barry Rd
Tampa, FL 33634
Phone: 813.886.0580
commercialdesignservices.com

Order Number	23845
Date	10/26/2026
Customer Name	City of Winter Haven
Salesperson	Karen Barben
Salesperson Email	kbarben@cdstampa.com
Terms	NET 30
Page	2 of 26

1.00 Each	Three H Furniture Systems Ltd CONTRACT-- THREE H STATE OF NY - PIGGYBACK FOR FLORIDA CONTRACT #PC70287 :59.3% OFF OF LIST % Off List: 0.00	0.00	0.00	0.00

Group	Qty	Description	Unit Price	Extended Amount
01	1.0	BREAKROOM	2,279.37	2,279.37

Qty	Description	List	Unit Price	Extended Amount
6.00 Each	HON HPMMV-L3PO--.F-$(P1)-.CBK-.CY-.AA Etch 4-Leg Bar Poly St Perf Back- Set of 1 .F:Black Felt Glides $(P1):P1 Paint Opts .CBK:Charblack .CY:Cyprus .AA:Armless Tag: Tag TG: BREAKROOM Tag L2: STOOLS % Off List: 60.95	534.00	208.53	1,251.18
2.00 Each	HON HLSL3041O--$(P1)-.P VOI 30D X 41H O-LEG SUPPORT FOR WORKSURFACES $(P1):P1 Paint Opts .P:Black Tag: Tag TG: BREAKROOM Tag L2: TABLE % Off List: 60.95	735.00	287.02	574.04
1.00 Each	HON HLSLR3084--$(L1STD)-.LAHC-LOFT-.X VOI 30D X 84IN W RECTANGLE WORKSURFACE $(L1STD):Grd L1 Standard Laminates .LAHC:Handspun Chestnut LOFT:Loft .X:No Grommets Tag: Tag TG: BREAKROOM Tag L2: TABLE % Off List: 60.95	989.00	386.20	386.20
1.00 Each	HON HLSLZ5SC84--.P 72W EXTERNAL STIFFENER .P:Black Tag: Tag TG: BREAKROOM Tag L2: TABLE % Off List: 60.95	174.00	67.95	67.95

Group	Qty	Description	Unit Price	Extended Amount
02	1.0	CONFERENCE - LARGE	17,562.40	17,562.40

Qty	Description	List	Unit Price	Extended Amount
14.00 Each	Kimball International N42HE8S--2-WP26-BK-C62 KARID,HIGH BACK,CONFERENCE ARMS,SYNCHRO 2:GRADE 2 WP26:WHISPER VINYL BORDEAUX BK:BLACK C62:HARD DUAL WHEEL,POLISHED/BLACK	2,285.00	936.85	13,115.90

PROPOSAL

Commercial Design Services
5805 Barry Rd
Tampa, FL 33634
Phone: 813.886.0580
commercialdesignservices.com

Order Number	23845
Date	10/26/2026
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Salesperson	Karen Barben
Salesperson Email	kbarben@cdstampa.com
Terms	NET 30
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	Tag: Tag TG: CONF LARGE Tag L2: CONF CHAIR % Off List: 59.00			
1.00 Each	Three H Furniture Systems Ltd 400150.01.57.03-- 108" Power infeed. 1 Tamper Resist AC 15 Amp Outlet w/OCP, 72" cord from plug to simplex, 36" cord from simplex to purl connector. White cord. Right-Hand Infeed. : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.30	190.00	77.33	77.33
1.00 Each	Three H Furniture Systems Ltd 400151.01.04.08-- 96" jumper with male/female Purl connector at each end, Black cord. : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.29	85.00	34.60	34.60
2.00 Each	Three H Furniture Systems Ltd 400152.01-- Purl H-Block power splitter, 1 in and 3 out. : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.29	35.00	14.25	28.50
3.00 Each	Three H Furniture Systems Ltd 400178.01.04.03-- Power Module, Duo Undermount. (2) power, (1) USB-A & (1) USB-C. Black with Black Metal Trim. 36" cord with Purl Connector. : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.30	600.00	244.20	732.60
1.00 Each	Three H Furniture Systems Ltd 400179.01.04.03-- Accessory Power Module, Trio Undermount. (2) power, (1) USB-A & (1) USB-C, (1) data knockout (connectors sold seperately). Black with Black Metal Trim. 36" cord with Purl Connector. : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.30	700.00	284.90	284.90
1.00 Each	Three H Furniture Systems Ltd HDMI-KEY-B-- HDMI, black, keystone, female/female. : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.30	105.00	42.74	42.74
12.00	Three H Furniture Systems Ltd	100.00	40.70	488.40

PROPOSAL

Commercial Design Services
5805 Barry Rd
Tampa, FL 33634
Phone: 813.886.0580
commercialdesignservices.com

Order Number	23845
Date	10/26/2026
Customer Name	City of Winter Haven
Salesperson	Karen Barben
Salesperson Email	kbarben@cdstampa.com
Terms	NET 30
Page	4 of 26

Each	HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.30			
1.00 Each	Three H Furniture Systems Ltd METC16848RELT0-H22--BODY-TOP-TRIM Conference table, 168in. long, 3 sections. 48in. deep. Rectangular top. Medium Base, 30h. No power module. 3mm PVC edge, Standard laminate top. Standard laminate base. BODY:Pala Teak TOP:HPL Pala Teak TRIM:Pala Teak, 3mm PVC Tag: Tag TG: CONF LARGE Tag L1: 569699 Tag L2: CONF TABLE % Off List: 59.30	6,775.00	2,757.43	2,757.43

Group	Qty	Description	Unit Price	Extended Amount
03	1.0	CONFERENCE - SMALL	4,605.22	4,605.22

Qty	Description	List	Unit Price	Extended Amount
4.00 Each	Kimball International N42ME8S--2-22190-BK-C40 KARID, MID BACK, CONFERENCE ARMS, SYNCHRO 2:GRADE 2 22190:SEDONA COGNAC BK:BLACK C40:HARD DUAL WHEEL, BLACK Tag: Tag TG: CONF SMALL Tag L2: CONF CHAIR % Off List: 59.00	2,138.00	876.58	3,506.32
2.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: CONF SMALL Tag L1: 569702 Tag L2: ROUND TABLE % Off List: 59.30	100.00	40.70	81.40
1.00 Each	Three H Furniture Systems Ltd METO42ROMP-H21--TOP-TRIM-POWDER Occasional table, 42 in. Round top. Metal Pedestal Base, 29h. 3mm PVC edge, Standard laminate top. Standard base colour. TOP:HPL Pala Teak TRIM:Pala Teak, 3mm PVC POWDER:Black Tag: Tag TG: CONF SMALL Tag L1: 569702 Tag L2: ROUND TABLE % Off List: 59.30	2,500.00	1,017.50	1,017.50

Group	Qty	Description	Unit Price	Extended Amount
04	1.0	HUDDLE	2,188.70	2,188.70

Qty	Description	List	Unit Price	Extended Amount
3.00	Exemplis Corporation	1,015.00	406.00	1,218.00

PROPOSAL

Commercial Design Services
5805 Barry Rd
Tampa, FL 33634
Phone: 813.886.0580
commercialdesignservices.com

Order Number	23845
Date	10/26/2026
Customer Name	City of Winter Haven
Salesperson	Karen Barben
Salesperson Email	kbarben@cdstampa.com
Terms	NET 30
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Each	1062FT3.MB.AR1--SC1-B17-~-CS6-MC20-~-FG3-CARSON CV-25-0011287-0666-UC Movi, Light Task Chair, Mesh Back, Fixed Arm SC1:Black B17:Black base with black caster ~:Black CS6:Hard Floor and Carpet Casters MC20:Onyx Mesh ~:No Selection FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection 25-0011287-0666:Roast UC:Back Attached to Seat, Base Separate Tag: Tag TG: HUDDLE Tag L2: LIGHT TASK % Off List: 60.00			
1.00 Each	Three H Furniture Systems Ltd CGR62-CAP-BL-- 62mm diameter cable entry grommet, black cover & sleeve. (not installed.) : Tag: Tag TG: HUDDLE Tag L1: 569703 Tag L2: TABLE % Off List: 59.30	10.00	4.07	4.07
2.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: HUDDLE Tag L1: 569703 Tag L2: TABLE % Off List: 59.30	100.00	40.70	81.40
1.00 Each	Three H Furniture Systems Ltd SP-MEYD-0019--TOP-TRIM-POWDER SPECIAL *** 42" long. 48" deep. Wall mount D-top with 4" high wall brace, 1 Double Y base. *** Double Y-Leg Table, 42in. Long. 48in. Deep. No power module. 3mm PVC edge, Standard laminate top. Standard base colour. TOP:HPL Pala Teak TRIM:Pala Teak, 3mm PVC POWDER:Black Tag: Tag TG: HUDDLE Tag L1: 569703 Tag L2: TABLE % Off List: 59.30	2,175.00	885.23	885.23

Group	Qty	Description	Unit Price	Extended Amount
05	1.0	LOBBY - LOUNGE, RECEPTION DESK CHAIRS, TABLE, & WAITING FURNITURE	14,177.15	14,177.15

Qty	Description	List	Unit Price	Extended Amount
2.00 Each	HON HWH1SS--.B-$(2)-.WP-62-.SM-P7A WEST HILL SINGLE SEAT LOUNGE STANDARD CUSHION .B:Both Arms $(2):Grade 2 Uph .WP:Whisper 62:Cognac .SM:Square Metal P7A:Textured Charcoal Tag: Tag TG: LOBBY - LOUNGE Tag L2: CLUB CHAIR	3,079.00	1,202.35	2,404.70

PROPOSAL

Commercial Design Services
5805 Barry Rd
Tampa, FL 33634
Phone: 813.886.0580
commercialdesignservices.com

Order Number	23845
Date	10/26/2026
Customer Name	City of Winter Haven
Salesperson	Karen Barben
Salesperson Email	kbarben@cdstampa.com
Terms	NET 30
Page	6 of 26

	% Off List: 60.95			
1.00 Each	Kimball International 91NA2448MGTL--X-X-KN MYRIAD, 24DX48W, MAGAZINE TABLE, CUBE, RECTANGLE, LAMINATE X:NO SURFACE GROMMET X:NO SIDE GROMMET KN:KONA Tag: Tag TG: LOBBY - LOUNGE Tag L2: COFFEE TABLE % Off List: 59.00	1,583.00	649.03	649.03
1.00 Each	Kimball International 91NA2424CYL--X-KN MYRIAD, 24DX24W, END TABLE, CYLINDER, ROUND, LAMINATE X:NO SURFACE GROMMET KN:KONA Tag: Tag TG: LOBBY - LOUNGE Tag L2: END TABLE % Off List: 59.00	1,147.00	470.27	470.27
1.00 Each	HON HWH3SS--.B-$(2)-.WP-62-.SM-P7A WEST HILL THREE SEAT LOUNGE STANDARD CUSHION .B:Both Arms $(2):Grade 2 Uph .WP:Whisper 62:Cognac .SM:Square Metal P7A:Textured Charcoal Tag: Tag TG: LOBBY - LOUNGE Tag L2: SOFA % Off List: 60.95	6,077.00	2,373.07	2,373.07
2.00 Each	Exemplis Corporation 1123.BK2.MB.Y.AR6--MC2-YCC01-LA1-FC1-BT1-BC1-CS5-CH1-FABRIC-FG3-CARSON CV-25-0011287-0666-KD Focus 2.0, Highback Mesh With Adjustable Lumbar, Enhanced Synchro Control, Height/Width adjustable (4-way) MC2:Slate Mesh YCC01:Black LA1:Onyx FC1:Black Frame BT1:5-Star Base BC1:Black Nylon Base CS5:Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection 25-0011287-0666:Roast KD:Knocked Down Tag: Tag TG: LOBBY - RECEPTION DESK Tag L2: TASK CHAIR % Off List: 60.00	961.00	384.40	768.80
1.00 Each	Kimball International 86N248441WKN1L--VKN-X-X-STD-KN-KN STRASSA,24DX84WX41H,WORK TABLE,NO MODESTY,BAR HT,HPL VKN:SOFTENED,KONA X:NO SURFACE GROMMET X:NO END PANEL GROMMET STD:STANDARD LAMINATE KN:KONA	5,958.00	2,442.78	2,442.78

PROPOSAL

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	KN:KONA Tag: Tag TG: LOBBY - TABLE Tag L2: BAR HEIGHT TABLE % Off List: 59.00			
3.00 Each	Kimball International N49BUW--2-WP26-HRZ1_250-BK-KN GRIN,BAR STOOL,STITCH,WOOD LEGS 2:GRADE 2 WP26:WHISPER VINYL BORDEAUX HRZ1_250:HORIZONTAL,2.5" STITCH BK:BLACK KN:KONA Tag: Tag TG: LOBBY - TABLE Tag L2: STOOLS % Off List: 59.00	1,657.00	679.37	2,038.11
1.00 Each	Kimball International 91NA2424CYL--X-KN MYRIAD, 24DX24W, END TABLE, CYLINDER, ROUND, LAMINATE X:NO SURFACE GROMMET KN:KONA Tag: Tag TG: LOBBY - WAITING Tag L2: END TABLE % Off List: 59.00	1,147.00	470.27	470.27
4.00 Each	HON HWCUSUBA--.LE150-$(5COM)-.S553185XP CONFER UPH. SEAT UPH. BACK ARM .LE150:Portico Teak $(5COM):Grade 5 COM Uph .S553185XP:CARSON CV ROAST Tag: Tag TG: LOBBY - WAITING Tag L2: GUEST CHAIRS % Off List: 60.95	1,639.00	640.03	2,560.12

Group	Qty	Description	Unit Price	Extended Amount
06	6.0	OFFICE 4 - TASK CHAIRS	320.33	1,922.00

Qty	Description	List	Unit Price	Extended Amount
5.00 Each	Exemplis Corporation 1123.BK2.MB.Y.AR6--MC2-YCC01-LA1-FC1-BT1-BC1-CS5-CH1-FABRIC-FG3-CARSON CV-25-0011287-0666-KD Focus 2.0, Highback Mesh With Adjustable Lumbar, Enhanced Synchro Control, Height/Width adjustable (4-way) MC2:Slate Mesh YCC01:Black LA1:Onyx FC1:Black Frame BT1:5-Star Base BC1:Black Nylon Base CS5:Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection 25-0011287-0666:Roast KD:Knocked Down Tag: Tag TG: OFFICE 4 Tag L2: TASK CHAIR % Off List: 60.00	961.00	384.40	1,922.00

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Group	Qty	Description	Unit Price	Extended Amount
07	1.0	OFFICE 5	11,858.32	11,858.32

Qty	Description	List	Unit Price	Extended Amount
2.00 Each	HON HWCUSUBA--.LE150-$(5COM)-.S553185XP CONFER UPH. SEAT UPH. BACK ARM .LE150:Portico Teak $(5COM):Grade 5 COM Uph .S553185XP:CARSON CV ROAST Tag: Tag TG: OFFICE 5 Tag L2: GUEST CHAIRS % Off List: 60.95	1,639.00	640.03	1,280.06
2.00 Each	Kimball International N91GB2 FRINGE 2, GANGING BRACKET KIT Tag: Tag TG: OFFICE 5 Tag L2: LOUNGE SEATING % Off List: 59.00	103.00	42.23	84.46
2.00 Each	Kimball International N91L2OMX--2-21202-2-21202-2-22171-462-STD FRINGE 2,LOW BACK,2 SEAT,CLEANOUT,ARMLESS,CONTRAST 2:GRADE 2 21202:BLISS SHADOW 2:GRADE 2 21202:BLISS SHADOW 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OFFICE 5 Tag L2: LOUNGE SEATING % Off List: 59.00	3,182.00	1,304.62	2,609.24
1.00 Each	Kimball International N91LSQ9LX--2-21202-2-21202-2-22171-462-STD FRINGE 2,LOW BACK,90 DEGREE SQUARE,LEFT,CONTRAST 2:GRADE 2 21202:BLISS SHADOW 2:GRADE 2 21202:BLISS SHADOW 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OFFICE 5 Tag L2: LOUNGE SEATING % Off List: 59.00	2,480.00	1,016.80	1,016.80
1.00 Each	FELLOWES INC EVOLVE2-MS--BLK Evolve Series Dual Monitor Arm w/DC & GM, Motion Arms + Sliders BLK:Black Tag: Tag TG: OFFICE 5 Tag L2: MON ARM % Off List: 58.00	1,065.00	447.30	447.30
1.00 Each	Humanscale NT1S--GG NEATTECH SMALL, 38in L x 4.5in D x 4in W GG:Pinstripe Graphite Basket / Gray trim Tag: Tag TG: OFFICE 5	206.00	85.49	85.49

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	Tag L2: U-DESK % Off List: 58.50			
1.00 Each	Three H Furniture Systems Ltd GEHE723030LR4MF-W4SO220--BODY-TOP-POWDER Upside L Corner with laminate box legs, 72L x 30D x 30D. Left with right return hardware. Rectangular top. 2 stage Round ht adj columns. Range 27.5 to 47 in., max cap. 180 lbs. Laminate full modesty. Grommet right corner.. 1mm PVC edge. Standard la BODY:Pala Teak TOP:HPL Pala Teak POWDER:Black Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	3,840.00	1,562.88	1,562.88
1.00 Each	Three H Furniture Systems Ltd GEHS4830R400-W3SO200--TOP-POWDER Upside Return, 48L x 30D. Right. 2 stage Round ht adj column. Range 27.5 to 47 in., max cap. 180 lbs. No modesty. Grommet centered.. 1mm PVC edge. Standard laminate top. No modesty grade. No fabric. TOP:HPL Pala Teak POWDER:Black Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	1,200.00	488.40	488.40
5.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	100.00	40.70	203.50
1.00 Each	Three H Furniture Systems Ltd MPCA361829BOO60-2--BODY MultiStations-Plus, Open cabinet with shelf, 36 in. W. 18 in. D. 29 in. H. Leveler base. Adjustable shelf. Back panel lowered 6 in. Left leg extended 6 in. back. Standard laminate body. BODY:Pala Teak Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	720.00	293.04	293.04
1.00 Each	Three H Furniture Systems Ltd MPCE361829BFH06-1122--BODY-FRONT-PULL MultiStations-Plus, File Drawer Cabinet, 36 in. W. 18 in. D. 29 in. H. Leveler base. File drawers. Right leg extended 6 in. back. Standard pull. Lock. Standard laminate body. Standard laminate fronts. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	1,555.00	632.89	632.89
1.00 Each	Three H Furniture Systems Ltd PSM5161922SCH-21220--BODY-FRONT-PULL	950.00	386.65	386.65

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	Mobile Box/File pedestal, 16 letter width x 19D x 21H. Standard top. Horizontal grain file, box combo. Grade 2 pull. Lock. Standard laminate body. Standard laminate. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30			
1.00 Each	Three H Furniture Systems Ltd PSTR0722400-W2SO22--TOP Top rectangular, 72 in. long. 24 in. deep. Grommet left corner. 1mm PVC edge. Standard laminate top. Standard laminate body. TOP:HPL Pala Teak Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	440.00	179.08	179.08
1.00 Each	Three H Furniture Systems Ltd SP-100804-- SPECIAL Pencil drawer, 569mm (22½")w x 470mm (7-1/4")d x 48m (2")h. With stationary box and ball bearing metal slides. To be mounted under desk. Black finish. : Tag: Tag TG: OFFICE 5 Tag L1: 569694 Tag L2: U-DESK % Off List: 59.30	260.00	105.82	105.82
2.00 Each	Three H Furniture Systems Ltd ARTA361572B-2--BODY Open Tall Storage with shelves, 36 in. wide. 15 in. deep. 72 in. high. Base with levelers. Standard laminate. BODY:Pala Teak Tag: Tag TG: OFFICE 5 Tag L1: 569695 Tag L2: BOOKCASES % Off List: 59.30	1,375.00	559.63	1,119.26
2.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: OFFICE 5 Tag L1: 569700 Tag L2: OFFICE 5 % Off List: 59.30	100.00	40.70	81.40
1.00 Each	Three H Furniture Systems Ltd SP-METO-1199--TOP-TRIM-POWDER SPECIAL *** 3" radius corners *** Occasional table, 48 in. Square top. Metal Pedestal Base, 29h. 3mm PVC edge, Standard laminate top. Standard base colour. TOP:HPL Pala Teak TRIM:Pala Teak, 3mm PVC POWDER:Black Tag: Tag TG: OFFICE 5 Tag L1: 569700 Tag L2: OFFICE 5 % Off List: 59.30	3,150.00	1,282.05	1,282.05

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Group	Qty	Description	Unit Price	Extended Amount
08	11.0	TYPICAL OFFICES	4,456.02	49,016.22

Qty	Description	List	Unit Price	Extended Amount
6.00 Each	HON HWCUSUBA--.LE150-$(5COM)-.S553185XP CONFER UPH. SEAT UPH. BACK ARM .LE150:Portico Teak $(5COM):Grade 5 COM Uph .S553185XP:CARSON CV ROAST Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L2: GUEST CHAIRS % Off List: 60.95	1,639.00	640.03	3,840.18
6.00 Each	Humanscale NT1S--GG NEATTECH SMALL, 38in L x 4.5in D x 4in W GG:Pinstripe Graphite Basket / Gray trim Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L2: L-DESKS % Off List: 58.50	206.00	85.49	512.94
6.00 Each	FELLOWES INC EVOLVE2-MS--BLK Evolve Series Dual Monitor Arm w/DC & GM, Motion Arms + Sliders BLK:Black Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L2: MON ARM % Off List: 58.00	1,065.00	447.30	2,683.80
6.00 Each	Three H Furniture Systems Ltd ARLT02115-SO2--TOP Accessory Top, 21 in. long. 15 in. deep. 1mm PVC edge. Standard laminate top. TOP:HPL Pala Teak Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS % Off List: 59.30	115.00	46.81	280.86
6.00 Each	Three H Furniture Systems Ltd CRSP211521-N-BSLF-OO-W0P0L0--BODY Storage, pedestal, 21L x 15D x 21H. Standard base with levelers. Laminate full back. Open. No pulls, no drilling. Non locking. BODY:Pala Teak Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS % Off List: 59.30	470.00	191.29	1,147.74
6.00 Each	Three H Furniture Systems Ltd GEHE723030RR4MF-W2SO220--BODY-TOP-POWDER Upside L Corner with laminate box legs, 72L x 30D x 30D. Right with left return hardware. Rectangular top. 2 stage Round ht adj columns. Range 27.5 to 47 in., max cap. 180 lbs. Laminate full modesty. Grommet left corner.. 1mm PVC edge. Standard lam BODY:Pala Teak TOP:HPL Pala Teak POWDER:Black Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS	4,030.00	1,640.21	9,841.26

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	% Off List: 59.30			
6.00 Each	Three H Furniture Systems Ltd GEHT4830L400-W3SO222--BODY-TOP-POWDER Upside Return with laminate box leg, 48L x 30D. Left. 2 stage ht adj Round column. Range 27.5 to 47 in., max cap. 180 lbs. No modesty. Grommet centered.. 1mm PVC edge. Standard laminate top. Standard laminate modesty grade. Grade 2 fabric. fabric. BODY:Pala Teak TOP:HPL Pala Teak POWDER:Black Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS % Off List: 59.30	2,010.00	818.07	4,908.42
19.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS % Off List: 59.30	100.00	40.70	773.30
6.00 Each	Three H Furniture Systems Ltd PSM5161922SCH-21220--BODY-FRONT-PULL Mobile Box/File pedestal, 16 letter width x 19D x 21H. Standard top. Horizontal grain file, box combo. Grade 2 pull. Lock. Standard laminate body. Standard laminate. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS % Off List: 59.30	950.00	386.65	2,319.90
6.00 Each	Three H Furniture Systems Ltd SP-100804-- SPECIAL Pencil drawer, 569mm (22½")w x 470mm (7-1/4")d x 48m (2")h. With stationary box and ball bearing metal slides. To be mounted under desk. Black finish. : Tag: Tag TG: OFFICES 1, 3, 6, 8, 10, 12 Tag L1: 569697 Tag L2: L-DESKS % Off List: 59.30	260.00	105.82	634.92
5.00 Each	HON HWCUSUBA--.LE150-$(5COM)-.S553185XP CONFER UPH. SEAT UPH. BACK ARM .LE150:Portico Teak $(5COM):Grade 5 COM Uph .S553185XP:CARSON CV ROAST Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L2: GUEST CHAIRS % Off List: 60.95	1,639.00	640.03	3,200.15
5.00 Each	Humanscale NT1S--GG NEATTECH SMALL, 38in L x 4.5in D x 4in W GG:Pinstripe Graphite Basket / Gray trim Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L2: L-DESK	206.00	85.49	427.45

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	% Off List: 58.50			
5.00 Each	FELLOWES INC EVOLVE2-MS--BLK Evolve Series Dual Monitor Arm w/DC & GM, Motion Arms + Sliders BLK:Black Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L2: MON ARM % Off List: 58.00	1,065.00	447.30	2,236.50
5.00 Each	Three H Furniture Systems Ltd ARLT02115-SO2--TOP Accessory Top, 21 in. long. 15 in. deep. 1mm PVC edge. Standard laminate top. TOP:HPL Pala Teak Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696 Tag L2: L-DESKS % Off List: 59.30	115.00	46.81	234.05
5.00 Each	Three H Furniture Systems Ltd CRSP211521-N-BSLF-OO-W0P0L0--BODY Storage, pedestal, 21L x 15D x 21H. Standard base with levelers. Laminate full back. Open. No pulls, no drilling. Non locking. BODY:Pala Teak Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696 Tag L2: L-DESKS % Off List: 59.30	470.00	191.29	956.45
5.00 Each	Three H Furniture Systems Ltd GEHE723030LR4MF-W4SO220--BODY-TOP-POWDER Upside L Corner with laminate box legs, 72L x 30D x 30D. Left with right return hardware. Rectangular top. 2 stage Round ht adj columns. Range 27.5 to 47 in., max cap. 180 lbs. Laminate full modesty. Grommet right corner.. 1mm PVC edge. Standard la BODY:Pala Teak TOP:HPL Pala Teak POWDER:Black Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696 Tag L2: L-DESKS % Off List: 59.30	3,840.00	1,562.88	7,814.40
5.00 Each	Three H Furniture Systems Ltd GEHT4830R400-W3SO222--BODY-TOP-POWDER Upside Return with laminate box leg, 48L x 30D. Right. 2 stage ht adj Round column. Range 27.5 to 47 in., max cap. 180 lbs. No modesty. Grommet centered.. 1mm PVC edge. Standard laminate top. Standard laminate modesty grade. Grade 2 fabric. fabric BODY:Pala Teak TOP:HPL Pala Teak POWDER:Black Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696 Tag L2: L-DESKS % Off List: 59.30	2,010.00	818.07	4,090.35
16.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696	100.00	40.70	651.20

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	Tag L2: L-DESKS % Off List: 59.30			
5.00 Each	Three H Furniture Systems Ltd PSM5161922SCH-21220--BODY-FRONT-PULL Mobile Box/File pedestal, 16 letter width x 19D x 21H. Standard top. Horizontal grain file, box combo. Grade 2 pull. Lock. Standard laminate body. Standard laminate. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696 Tag L2: L-DESKS % Off List: 59.30	950.00	386.65	1,933.25
5.00 Each	Three H Furniture Systems Ltd SP-100804-- SPECIAL Pencil drawer, 569mm (22½")w x 470mm (7-1/4")d x 48m (2")h. With stationary box and ball bearing metal slides. To be mounted under desk. Black finish. : Tag: Tag TG: OFFICES 2, 7, 9, 11, 12 Tag L1: 569696 Tag L2: L-DESKS % Off List: 59.30	260.00	105.82	529.10

Group	Qty	Description	Unit Price	Extended Amount
09	1.0	OPEN COLLABORATION	12,474.49	12,474.49

Qty	Description	List	Unit Price	Extended Amount
1.00 Each	Kimball International K96T325615OVL--STD-KN-KN-STD-462 DAYMORA,24DX54WX15H,MAGAZINE TABLE,OVAL,HPL TOP,PAINT BASE STD:STANDARD GROUP 1 KN:KONA KN:KONA STD:STANDARD GROUP 1,NON-METALLIC 462:CINDER Tag: Tag TG: OPEN COLLAB Tag L2: COFFEE TABLE % Off List: 59.00	3,267.00	1,339.47	1,339.47
2.00 Each	Kimball International N83GL4W--2-22190-KN IDARA, GUEST, STATIC, 4 LEG, WOOD 2:GRADE 2 22190:SEDONA COGNAC KN:KONA Tag: Tag TG: OPEN COLLAB Tag L2: GUEST CHAIRS % Off List: 59.00	2,565.00	1,051.65	2,103.30
1.00 Each	Kimball International N91B1S26--2-22171-462-STD FRINGE 2, BENCH, 1 SEAT 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING	1,684.00	690.44	690.44

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	% Off List: 59.00			
1.00 Each	Kimball International N91B2S48--2-22171-462-STD FRINGE 2, BENCH, 2 SEAT 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00	2,103.00	862.23	862.23
1.00 Each	Kimball International N91BCR64--2-22171-462-STD FRINGE 2, BENCH, 90 DEGREE CORNER, ROUND 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00	2,923.00	1,198.43	1,198.43
4.00 Each	Kimball International N91GB2 FRINGE 2, GANGING BRACKET KIT Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00	103.00	42.23	168.92
1.00 Each	Kimball International N91L2OMX--2-21216-2-21216-2-22171-462-STD FRINGE 2, LOW BACK, 2 SEAT, CLEANOUT, ARMLESS, CONTRAST 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00	3,182.00	1,304.62	1,304.62
1.00 Each	Kimball International N91L2ORX--2-21216-2-21216-2-22171-2-21216-462-STD FRINGE 2, LOW BACK, 2 SEAT, CLEANOUT, RIGHT ARM, CONTRAST 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 22171:SEDONA FAWN 2:GRADE 2 21216:BLISS VERDITE 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00	3,392.00	1,390.72	1,390.72
1.00 Each	Kimball International N91LINR9X--2-21216-2-21216-2-22171-462-STD	3,490.00	1,430.90	1,430.90

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	FRINGE 2, LOW BACK, INNER 90 DEGREE ROUND, CONTRAST 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00			
1.00 Each	Kimball International N91LSQ9LX--2-21216-2-21216-2-22171-462-STD FRINGE 2, LOW BACK, 90 DEGREE SQUARE, LEFT, CONTRAST 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 21216:BLISS VERDITE 2:GRADE 2 22171:SEDONA FAWN 462:CINDER STD:STANDARD GLIDE Tag: Tag TG: OPEN COLLAB Tag L2: LOUNGE SEATING % Off List: 59.00	2,480.00	1,016.80	1,016.80
1.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: OPEN COLLAB Tag L1: 569701 Tag L2: ROUND TABLE % Off List: 59.30	100.00	40.70	40.70
1.00 Each	Three H Furniture Systems Ltd METO36ROMP-H21--TOP-TRIM-POWDER Occasional table, 36 in. Round top. Metal Pedestal Base, 29h. 3mm PVC edge, Standard laminate top. Standard base colour. TOP:HPL Pala Teak TRIM:Pala Teak, 3mm PVC POWDER:Black Tag: Tag TG: OPEN COLLAB Tag L1: 569701 Tag L2: ROUND TABLE % Off List: 59.30	2,280.00	927.96	927.96

Group	Qty	Description	Unit Price	Extended Amount
10	1.0	PLANTERS & INTERIOR WASTE RECEPTACLES	18,448.00	18,448.00

Qty	Description	List	Unit Price	Extended Amount
2.00 Each	Magnuson Group PIC_2x60--BGRY-Planter-BGRY-Show-Planter-BGRY-Show PIC: Double compartment painted steel 32 gallon body receptacle/planter with removable top. Receptacle includes an internal bag ring and a label. Planter includes fully enclosed internal liner for plants. BGRY:Black Grey Planter:Planter BGRY:Black Grey Show:Show Planter:Planter	1,855.00	1,187.20	2,374.40

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	BGRY:Black Grey Show:Show Tag: Tag TG: PLANTERS Tag L1: Double Unit Planters % Off List: 36.00			
4.00 Each	Magnuson Group PIC_3x60--BGRY-Planter-BGRY-Show-Planter-BGRY-Show-Planter-BGRY-Show PIC: Triple compartment painted steel 48 gallon body receptacle/planter with removable top. Receptacle includes an internal bag ring and a label. Planter includes fully enclosed internal liner for plants. BGRY:Black Grey Planter:Planter BGRY:Black Grey Show:Show Planter:Planter BGRY:Black Grey Show:Show Planter:Planter BGRY:Black Grey Show:Show Tag: Tag TG: PLANTERS Tag L1: Triple Unit Planters % Off List: 36.00	2,735.00	1,750.40	7,001.60
3.00 Each	Magnuson Group PIC_2x90R--BGRY-Paper-BGRY-WST-SI-Waste-BGRY-RCB-SI PIC: Double compartment painted steel 48 gallon body receptacle/planter with removable top. Receptacle includes an internal bag ring and a label. Planter includes fully enclosed internal liner for plants. BGRY:Black Grey Paper:Paper BGRY:Black Grey WST:Waste SI:Traffic Grey Waste:Waste BGRY:Black Grey RCB:Recycling Cans & Bottles SI:Traffic Grey Tag: Tag TG: PLANTERS Tag L1: Waste/Recycling Receptacles with Curved Planters on Sides % Off List: 36.00	2,375.00	1,520.00	4,560.00
6.00 Each	Magnuson Group PIC_50--BGRY-Planter-BGRY-Show Pic: Indoor single compartment painted steel planter with radiused corner, internal liner and removable top. 26 15/16â€? h x 11 7/8â€? w x 11 7/8â€? d. BGRY:Black Grey Planter:Planter BGRY:Black Grey Show:Show Tag: Tag TG: PLANTERS Tag L1: Waste/Recycling Receptacles with Curved Planters on Sides % Off List: 36.00	1,175.00	752.00	4,512.00

Group	Qty	Description	Unit Price	Extended Amount
11	1.0	TRAINING ROOM	49,769.85	49,769.85

Qty	Description	List	Unit Price	Extended Amount
12.00 Each	Kimball International N29GMAC4--BBB-2-22190-HARD CHADDY,GUEST,MESH BACK,UPHOLSTERED SEAT,ARMS,MOBILE,QTY 4	4,314.00	1,768.74	21,224.88

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	BBB:BLACK FRAME,BLACK BACK & MESH 2:GRADE 2 22190:SEDONA COGNAC HARD:HARD,DUAL WHEEL CASTER Tag: Tag TG: TRAINING Tag L2: TRAINING CHAIRS % Off List: 59.00			
1.00 Each	Three H Furniture Systems Ltd ARCB182436BLFL-1022--BODY-FRONT-PULL Single door credenza, 18 in. wide. 24 in. deep. 36 in. high. Base with levelers. Door, Full. Opens left. Standard pull. Standard laminate and Standard laminate. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA % Off List: 59.30	975.00	396.83	396.83
2.00 Each	Three H Furniture Systems Ltd ARCC302436BLF-1022--BODY-FRONT-PULL Doors credenza, 30 in. wide. 24 in. deep. 36 in. high. Base with levelers. Doors, Full. Standard pull. Standard laminate and Standard laminate. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA % Off List: 59.30	1,385.00	563.70	1,127.40
2.00 Each	Three H Furniture Systems Ltd ARLT04824-SO2--TOP Accessory Top, 48 in. long. 24 in. deep. 1mm PVC edge. Standard laminate top. TOP:HPL Pala Teak Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA % Off List: 59.30	275.00	111.93	223.86
36.00 Each	Three H Furniture Systems Ltd HPL1-- HPL laminate - Grade 1 : Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA % Off List: 59.30	100.00	40.70	1,465.20
24.00 Each	Three H Furniture Systems Ltd METT7224RETF0-H21--TOP-TRIM-POWDER Training table, 72 in. long. 24 in. deep. Rectangular top. T-Leg, Flip top with casters, 29h. No power module. 3mm PVC edge, Standard laminate top. Standard base colour. TOP:HPL Pala Teak TRIM:Pala Teak, 3mm PVC POWDER:Black Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA	2,450.00	997.15	23,931.60

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	% Off List: 59.30			
1.00 Each	Three H Furniture Systems Ltd SP-109743--BODY-TOP-FRONT-TRIM SPECIAL ***Black bases, document, and grommets*** stopLectern, 25"w x 20"d x 42"h. 15 deg. angled surface with aluminum document stop, locking doors, 3 fixed shelves, 3mm PVC edge on four sides. 4 casters, 2 locking. Standard laminate Base. Standard laminate Top. Standard laminate Fronts. BODY:Pala Teak TOP:HPL Pala Teak FRONT:Pala Teak TRIM:Pala Teak, 3mm PVC Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA % Off List: 59.30	2,210.00	899.47	899.47
1.00 Each	Three H Furniture Systems Ltd SP-ARCI-0241--BODY-FRONT-PULL SPECIAL **Pull-out trash** Pull-out trash drawer credenza, 18 in. wide. 24 in. deep. 36 in. high. Base with levelers. Pull-out trash Horizontal pull at top of drawer. No lock. Standard laminate and Standard laminate. BODY:Pala Teak FRONT:Pala Teak PULL:Equinox Black Tag: Tag TG: TRAINING Tag L1: 569698 Tag L2: CREDENZA % Off List: 59.30	1,230.00	500.61	500.61

Group	Qty	Description	Unit Price	Extended Amount
12	1.0	WORKSTATIONS 4-PACK	12,546.10	12,546.10

Qty	Description	List	Unit Price	Extended Amount
4.00 Each	HON HEBPLATE342--$(P1)-.P28 ACCELERATE BASE COVER 3 KNOCKOUT 42W $(P1):Select P1 Paint .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	117.00	30.95	123.80
4.00 Each	HON HEC50PLN--$(P1)-.P28 50H L CONNECTOR POST $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	196.00	51.84	207.36
1.00 Each	HON HEC50PTN--$(P1)-.P28 50H T CONNECTOR POST $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	187.00	49.46	49.46
1.00 Each	HON HEC50PXN--$(P1)-.P28 50H X CONNECTOR POST $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS	181.00	47.87	47.87

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	% Off List: 73.55			
4.00 Each	HON HECSL L CONNECTOR STRAP Tag: Tag TG: WORKSTATIONS % Off List: 73.56	25.00	6.61	26.44
1.00 Each	HON HECST T CONNECTOR STRAP Tag: Tag TG: WORKSTATIONS % Off List: 73.54	37.00	9.79	9.79
1.00 Each	HON HECSX X CONNECTOR STRAP Tag: Tag TG: WORKSTATIONS % Off List: 73.56	43.00	11.37	11.37
5.00 Each	HON HEFEC50P--$(P1)-.P28 PANEL FINISHED END COVERS 50H $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	92.00	24.33	121.65
4.00 Each	HON HETC30--$(P1)-.P28 PANEL TOP CAP 30W $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.56	72.00	19.04	76.16
4.00 Each	HON HETC36--$(P1)-.P28 PANEL TOP CAP 36W $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	92.00	24.33	97.32
4.00 Each	HON HETC42--$(P1)-.P28 PANEL TOP CAP 42W $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	95.00	25.13	100.52
4.00 Each	HON HETC48--$(P1)-.P28 PANEL TOP CAP 48W $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	103.00	27.24	108.96
4.00 Each	HON HETP5030FP--$(A)-.RFG-94-$(P1)-.P28 TACKABLE PANEL W/O TC 50H X 30W	534.00	141.24	564.96

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	$(A):Grd A Fabric .RFG:Refuge 94:Tidal $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55			
4.00 Each	HON HETP5036FP--$(A)-.RFG-94-$(P1)-.P28 TACKABLE PANEL W/O TC 50H X 36W $(A):Grd A Fabric .RFG:Refuge 94:Tidal $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	550.00	145.48	581.92
4.00 Each	HON HETP5042FP--$(A)-.RFG-94-$(P1)-.P28 TACKABLE PANEL W/O TC 50H X 42W $(A):Grd A Fabric .RFG:Refuge 94:Tidal $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	617.00	163.20	652.80
4.00 Each	HON HETP5048FP--$(A)-.RFG-94-$(P1)-.P28 TACKABLE PANEL W/O TC 50H X 48W $(A):Grd A Fabric .RFG:Refuge 94:Tidal $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	653.00	172.72	690.88
4.00 Each	HON HH871148 ELECTRICAL PASS-THRU CABLE 48W 3-1 & 2-2 SYSTEMS Tag: Tag TG: WORKSTATIONS % Off List: 73.55	208.00	55.02	220.08
4.00 Each	HON HH871230 ELECTRICAL POWER HARNESS 30W 3-1 & 2-2 SYSTEMS Tag: Tag TG: WORKSTATIONS % Off List: 73.55	311.00	82.26	329.04
4.00 Each	HON HH871242 ELECTRICAL POWER HARNESS 42W 3-1 & 2-2 SYSTEMS Tag: Tag TG: WORKSTATIONS % Off List: 73.55	327.00	86.49	345.96
4.00 Each	HON HH871501--.S DUPLEX RECEPTACLE CIRCUIT 1 3-1 & 2-2 SYSTEMS .S:Charcoal Tag: Tag TG: WORKSTATIONS	67.00	17.72	70.88

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	% Off List: 73.55			
4.00 Each	HON HH871502--.S DUPLEX RECEPTACLE CIRCUIT 2 3-1 & 2-2 SYSTEMS .S:Charcoal Tag: Tag TG: WORKSTATIONS % Off List: 73.55	67.00	17.72	70.88
4.00 Each	HON HH871503--.S DUPLEX RECEPTACLE CIRCUIT 3 3-1 SYSTEM ONLY .S:Charcoal Tag: Tag TG: WORKSTATIONS % Off List: 73.55	67.00	17.72	70.88
4.00 Each	HON HH871504--.S DUPLEX RECEPTACLE CIRCUIT 4 3-1 & 2-2 SYSTEMS .S:Charcoal Tag: Tag TG: WORKSTATIONS % Off List: 73.55	67.00	17.72	70.88
1.00 Each	HON HH879072 BASE IN-FEED CABLE BASE 3-1 & 2-2 SYSTEMS Tag: Tag TG: WORKSTATIONS % Off List: 73.55	347.00	91.78	91.78
4.00 Each	HON HHTADF3--.P THREE-PORT FLEX MODE DATA FACEPLATE .P:Black Tag: Tag TG: WORKSTATIONS % Off List: 73.55	42.00	11.11	44.44
6.00 Each	HON HSCKTPS--.X STRAIGHT CONNECTOR KIT .X:No Option Tag: Tag TG: WORKSTATIONS % Off List: 73.56	34.00	8.99	53.94
4.00 Each	HON HVFB23R--.L-$(P1)-.P28 BOX/BOX/FILE 28H X 22 7/8D X 15W .L:Lock $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	839.00	221.92	887.68
4.00 Each	HON HVFF20R--.L-$(P1)-.P28 FILE/FILE 28H X 19 7/8D X 15W .L:Lock $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	808.00	213.72	854.88
2.00 Each	HON HCTL241L--$(P1)-.P28	70.00	18.52	37.04

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	LEFT-HAND CANTILEVER 24 IN D $(P1):Select P1 Paint .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.54			
2.00 Each	HON HCTL241R--$(P1)-.P28 RIGHT-HAND CANTILEVER 24 IN D $(P1):Select P1 Paint .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.54	70.00	18.52	37.04
4.00 Each	HON HLSLZ5SC72--.P 60W EXTERNAL STIFFENER .P:Black Tag: Tag TG: WORKSTATIONS % Off List: 73.55	174.00	46.02	184.08
4.00 Each	HON HWR2448P--$(L1STD)-.LKI1-.KI-.EH SYSTEMS RECTANGULAR WORKSURFACE EDGEBAND 24D X 48W $(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .EH:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	594.00	157.11	628.44
4.00 Each	HON HWR3084P--$(L1STD)-.LKI1-.KI-.EH 30 IN D X 84 IN W RECTANGULAR WS - EDGEBAND $(L1STD):Grd L1 Standard Laminates .LKI1:Kingswood Walnut .KI:Kingswood Walnut .EH:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.55	1,169.00	309.20	1,236.80
9.00 Each	HON HWSB2--$(P1)-.P28 WORKSURFACE BRACKET KIT $(P1):P1 Paint Opts .P28:Fossil Tag: Tag TG: WORKSTATIONS % Off List: 73.56	72.00	19.04	171.36
4.00 Each	Humanscale NT1S--GG NEATTECH SMALL, 38in L x 4.5in D x 4in W GG:Pinstripe Graphite Basket / Gray trim Tag: Tag TG: WORKSTATIONS % Off List: 58.50	206.00	85.49	341.96
4.00 Each	FELLOWES INC EVOLVE2-MS--BLK Evolve Series Dual Monitor Arm w/DC & GM, Motion Arms + Sliders BLK:Black Tag: Tag TG: WORKSTATIONS Tag L2: MON ARM % Off List: 58.00	1,065.00	447.30	1,789.20

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4.00 Each	Exemplis Corporation 1123.BK2.MB.Y.AR6--MC2-YCC01-LA1-FC1-BT1-BC1-CS5-CH1-FABRIC-FG3-CARSON CV-25-0011287-0666-KD Focus 2.0, Highback Mesh With Adjustable Lumbar, Enhanced Synchro Control, Height/Width adjustable (4-way) MC2:Slate Mesh YCC01:Black LA1:Onyx FC1:Black Frame BT1:5-Star Base BC1:Black Nylon Base CS5:Carpet Casters CH1:Standard Cylinder FABRIC:Fabric Grade Selections FG3:Fabric Grade 3 CARSON CV:Carson CV Color Selection 25-0011287-0666:Roast KD:Knocked Down Tag: Tag TG: WORKSTATIONS Tag L2: TASK CHAIR % Off List: 60.00	961.00	384.40	1,537.60

Group	Qty	Description	Unit Price	Extended Amount
13	1.0	OUTDOOR FURNITURE - PICNIC TABLES, BENCHES & WASTE RECEPTACLES	31,179.25	31,179.25

Qty	Description	List	Unit Price	Extended Amount
2.00 Each	Magnuson Group 163299: UMEA-10--DIMENSIONS-BODY-TOP OPENING-LABEL-SIDE PANELS-DOOR HARDWARE Single 40 gallon body waste receptacle with internal rigid liner, locking front opening and painted side panels. One top opening. DIMENSIONS:35 1/2” H x 22” W x 18 1/2” D BODY:Black Grey TOP OPENING:Waste in Black Grey LABEL:Waste in White SIDE PANELS:Black Grey DOOR HARDWARE:Standard Slotted Latch and Key Tag: Tag TG: xOUTDOOR % Off List: 36.00	2,950.00	1,888.00	3,776.00
4.00 Each	Krueger International S26458605--*Modified-*Modified-*Modified *Modified-Promenade *Modified:Promenade Picnic Table, 48" Dia., 4 Bench seats *Modified:Black Frame and Outdoor Warm Grey Bench and Table surface *Modified:Holes drilled in the bottom tube of the leg weldments for anchoring Tag: Tag TG: xOUTDOOR % Off List: 51.00	7,516.00	3,682.84	14,731.36
1.00 Each	Krueger International S26458606--*Modified-*Modified-*Modified-Note Lead-time Change *Modified-Promenade *Modified:Promenade Picnic Table, 48" Dia., 3 Bench seats, 1 Open for wheelchair access *Modified:Black Frame and Outdoor Warm Grey Bench and Table surface *Modified:Holes drilled in the bottom tube of the leg weldments for anchoring Note Lead-time Change:Additional 4 weeks of lead-time is required Tag: Tag TG: xOUTDOOR % Off List: 51.00	7,396.00	3,624.04	3,624.04
5.00 Each	Krueger International S26458601--OUTDOOR-/ODWG-*Modified-*Modified *Modified-Promenade Tandem,3 Benches,No Table,Unupholstered,69"W	3,693.00	1,809.57	9,047.85

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	OUTDOOR:Outdoor Coating /ODWG:Outdoor Warm Grey *Modified:Change to PRMFBASE (fixed inboard) - to allow anchoring to floor (anchoring hardware not included) *Modified:Black frame Tag: Tag TG: xOUTDOOR % Off List: 51.00			

Group	Qty	Description	Unit Price	Extended Amount
14	1.0	FURNITURE FREIGHT	3,289.02	3,289.02

Qty	Description	List	Unit Price	Extended Amount
1.00 Each	Magnuson Group FREIGHT MAGNUSON GROUP FREIGHT Tag: Tag TG: ZZ % Off List: -10.74	2,970.00	3,289.02	3,289.02

Group	Qty	Description	Unit Price	Extended Amount
15	1.0	D&I	26,149.71	26,149.71

Qty	Description	List	Unit Price	Extended Amount
1.00 Each	CDS LABOR BOLT DOWN OUTDOOR FURNITURE Tag: Tag TG: ZZZ % Off List: 0.00	0.00	593.75	593.75
1.00 Each	CDS LABOR FURNITURE DELIVERY AND INSTALLATION DURING NORMAL BUSINESS HOURS M-F 9AM-4PM Tag: Tag TG: ZZZ % Off List: 0.00	0.00	25,555.96	25,555.96

Order Sub-Total :	$257,465.80
TOTAL ORDER :	**$257,465.80**

By signing this document the purchaser agrees to CDS' Terms & Conditions that follow

Signature: _____ **Name:** _____ **Date:** _____

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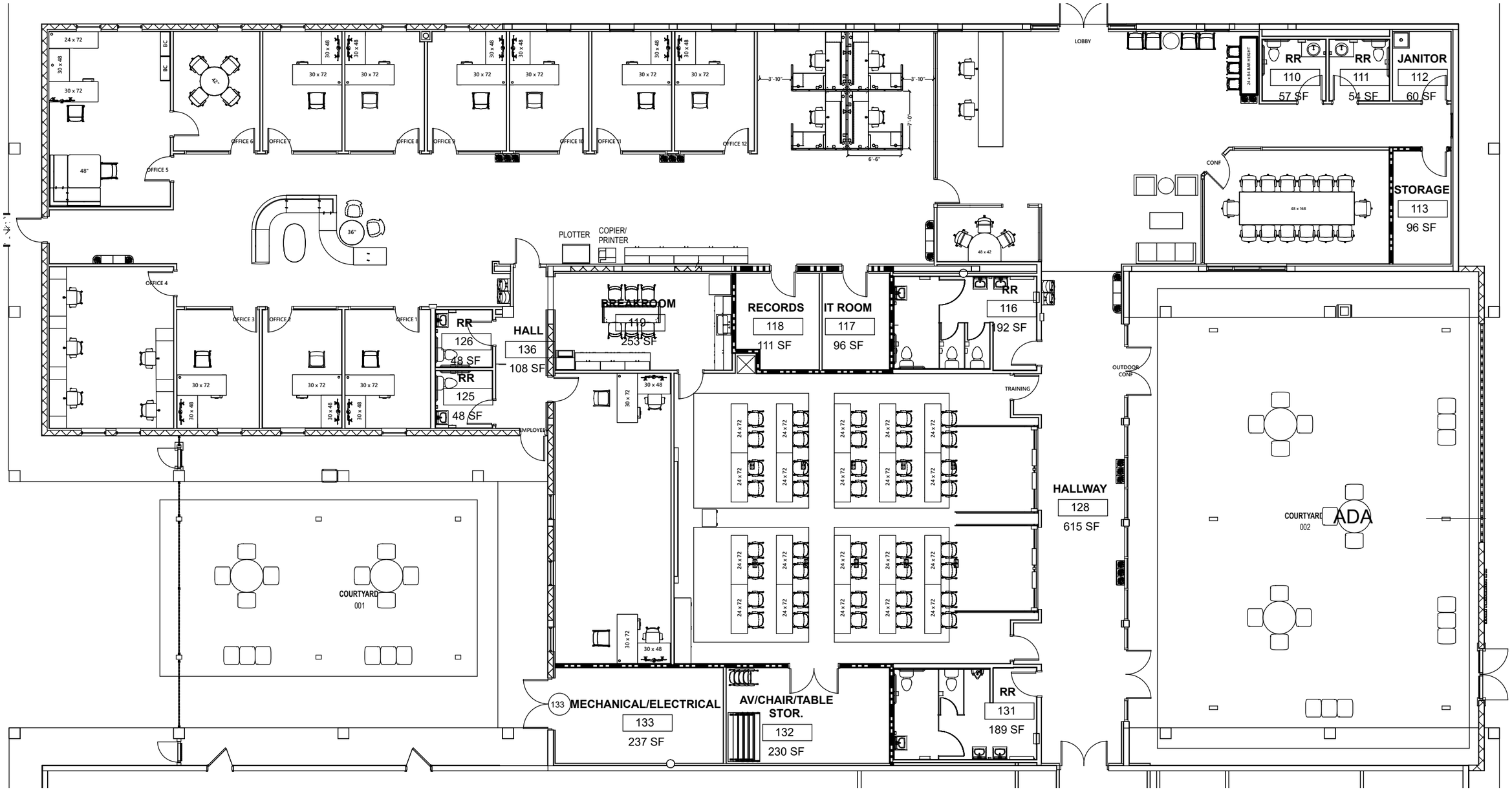
WINTER HAVEN BUILDING DEPARTMENT BUILDOUT

(#23845-07)

Karen Barben
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WINTER HAVEN BUILDING DEPARTMENT BUILDOUT

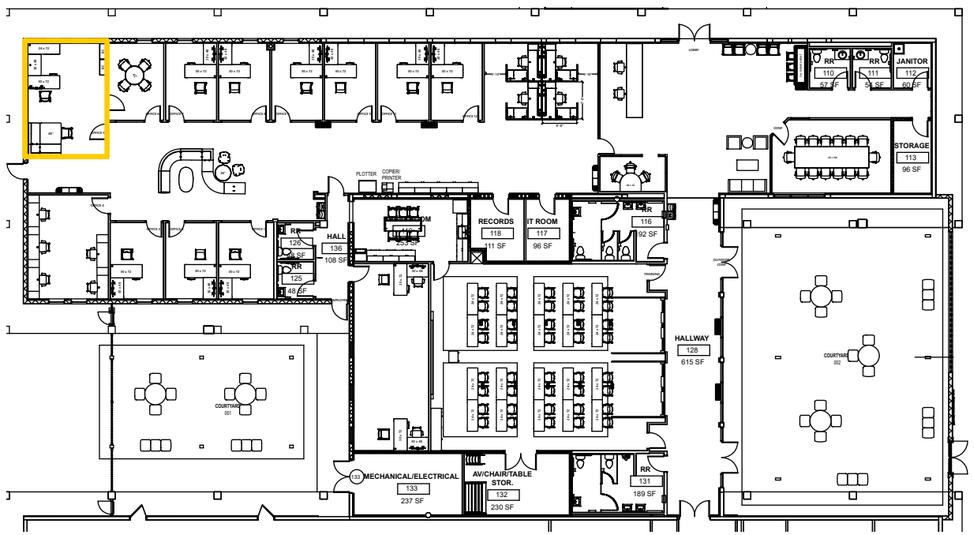
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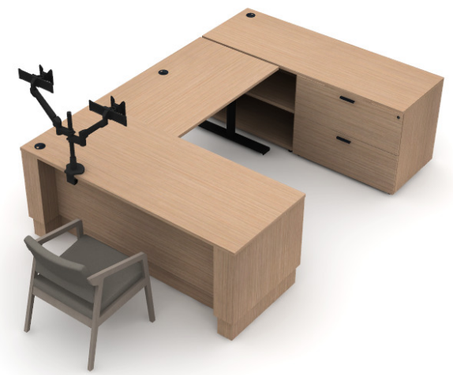
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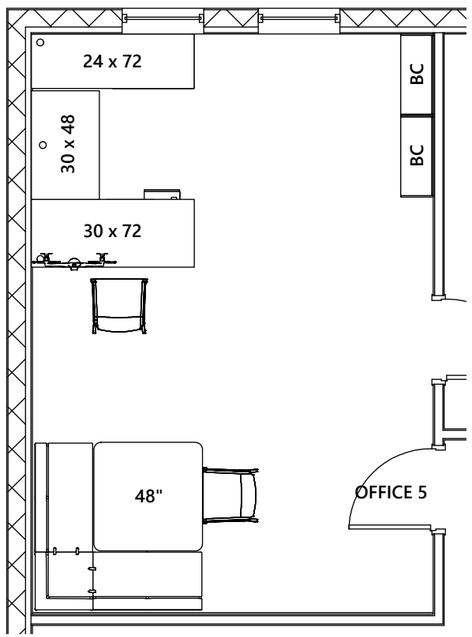




BOOKSHELVES



U-SHAPED DESK





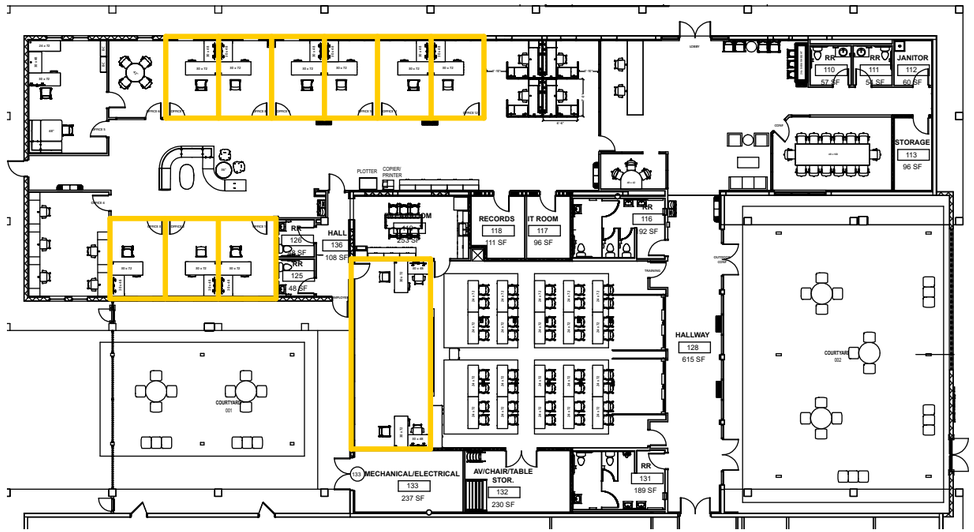
LOUNGE SEATING

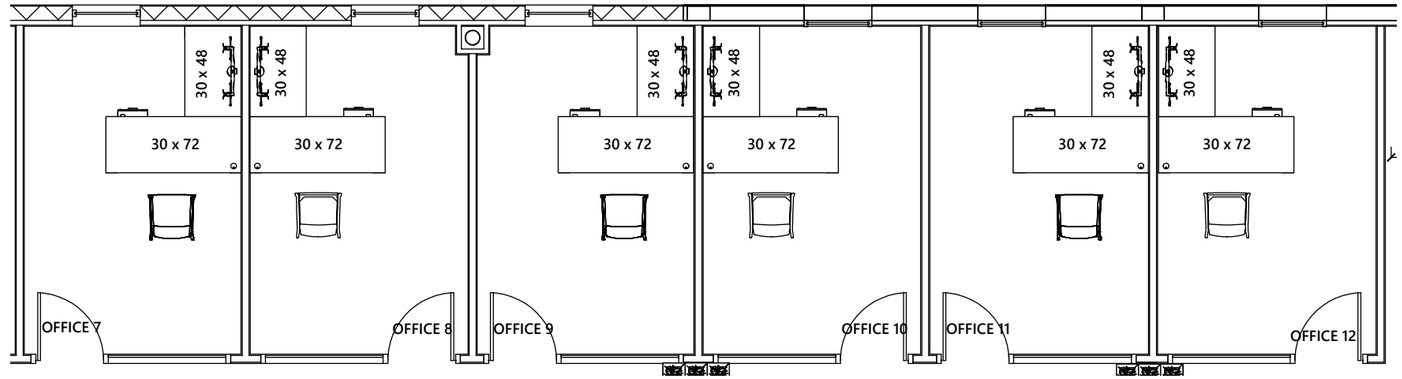


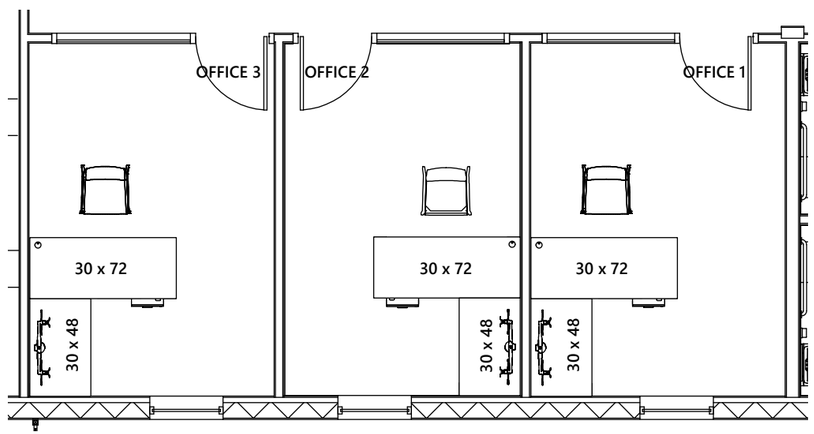
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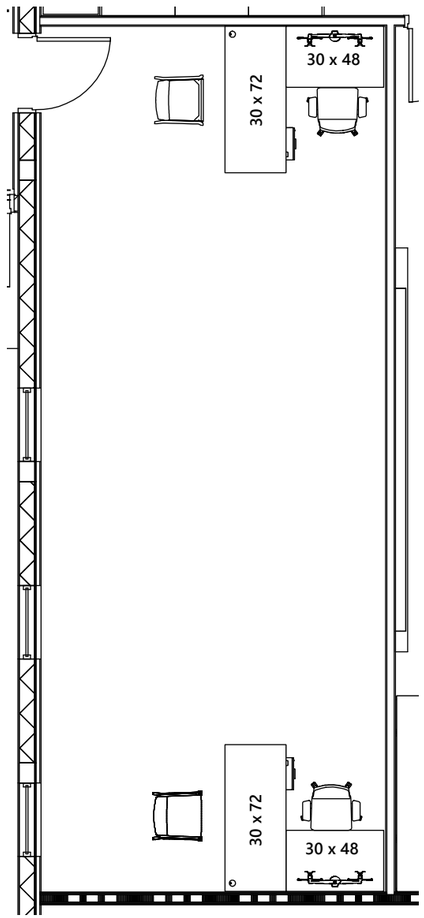
WINTER HAVEN BUILDING DEPARTMENT BUILDOUT

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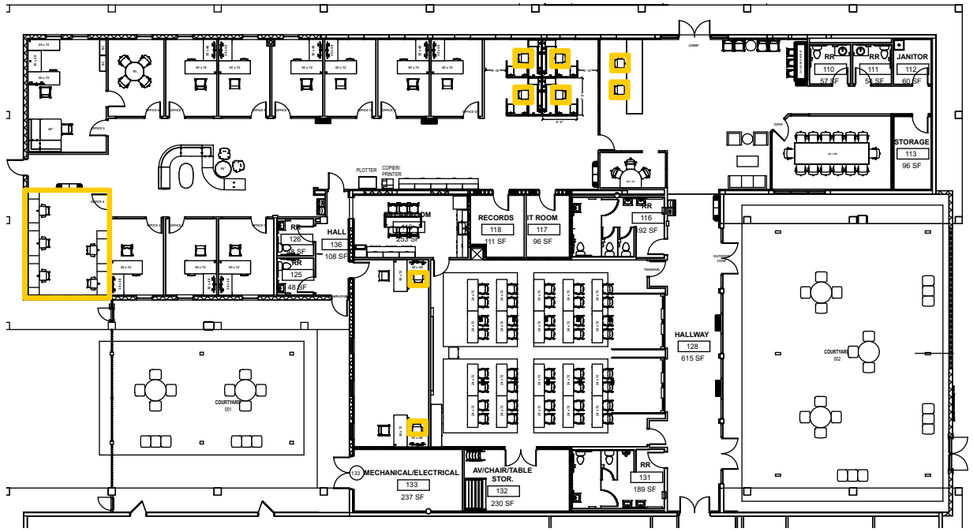


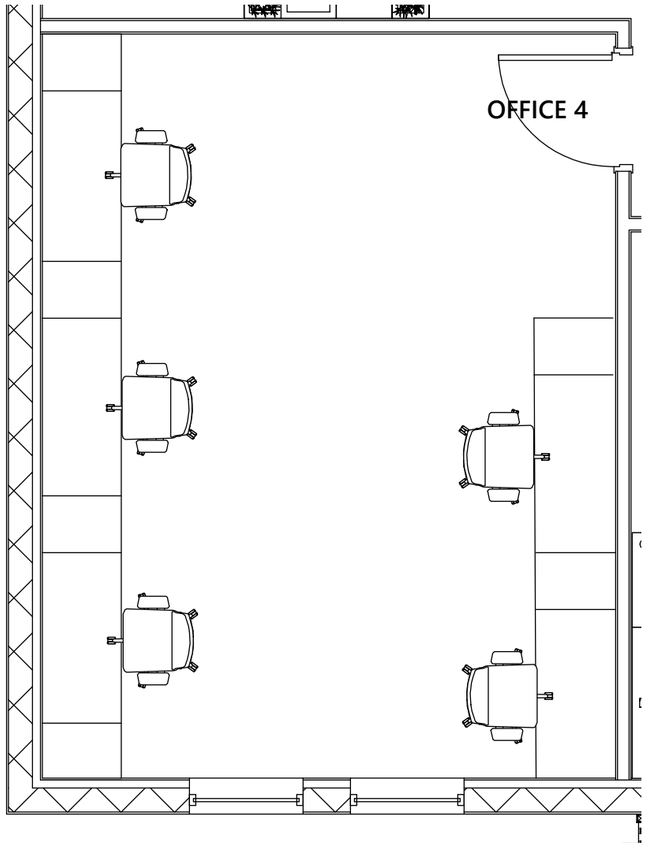
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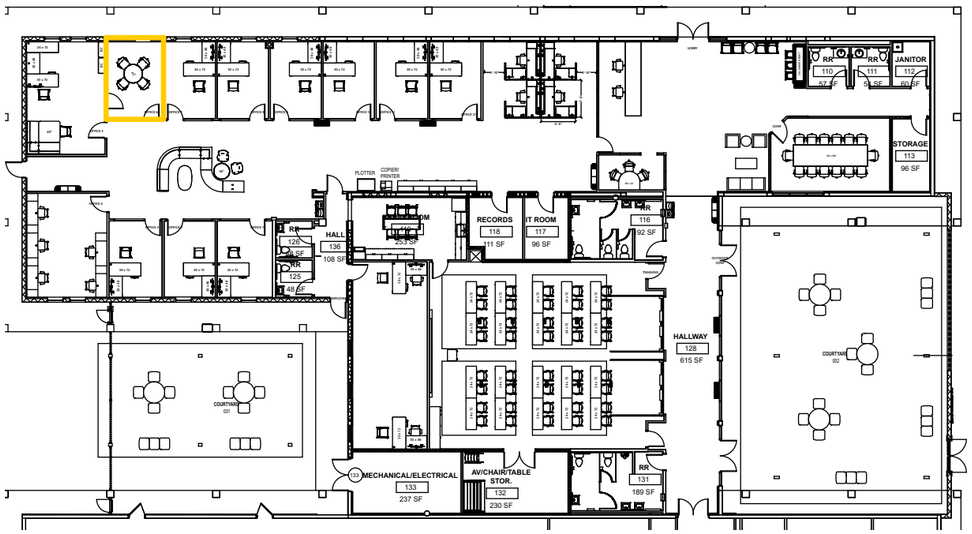


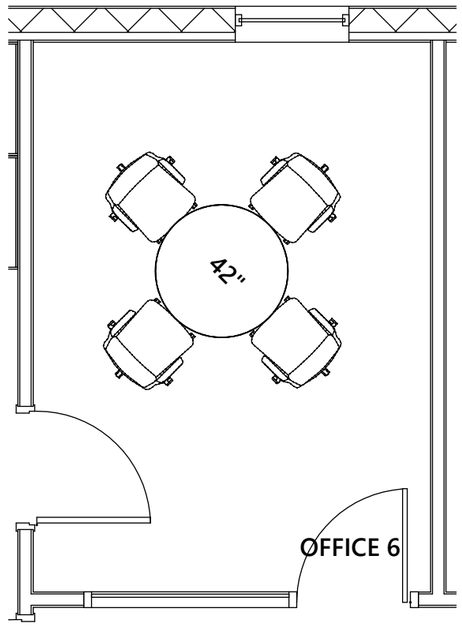
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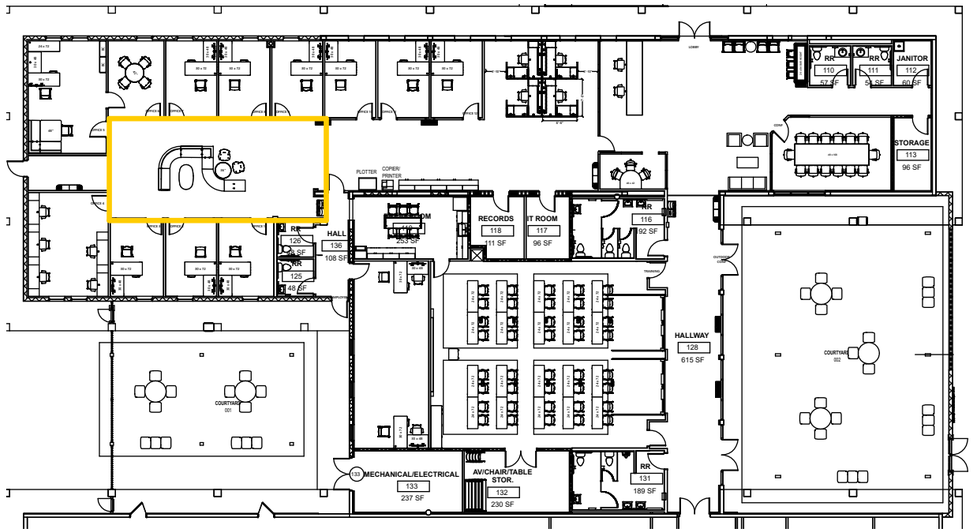
SMALL CONFERENCE
OPTION 1

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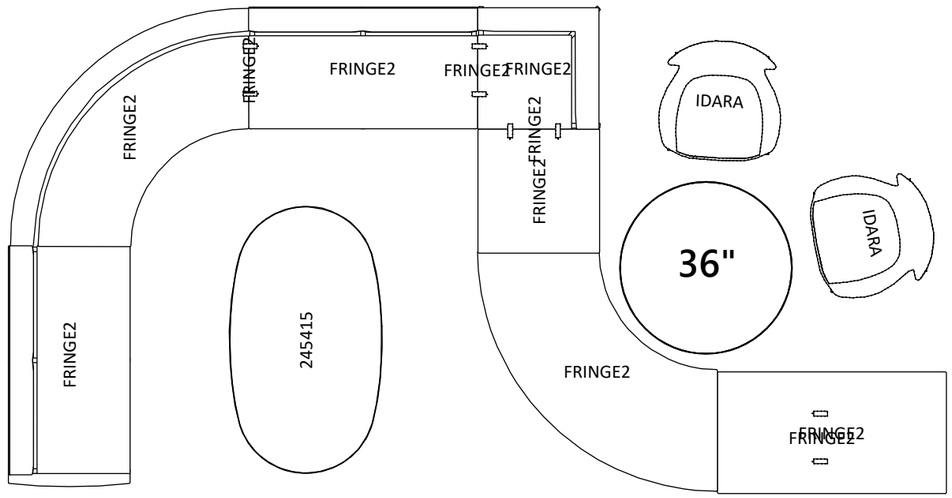
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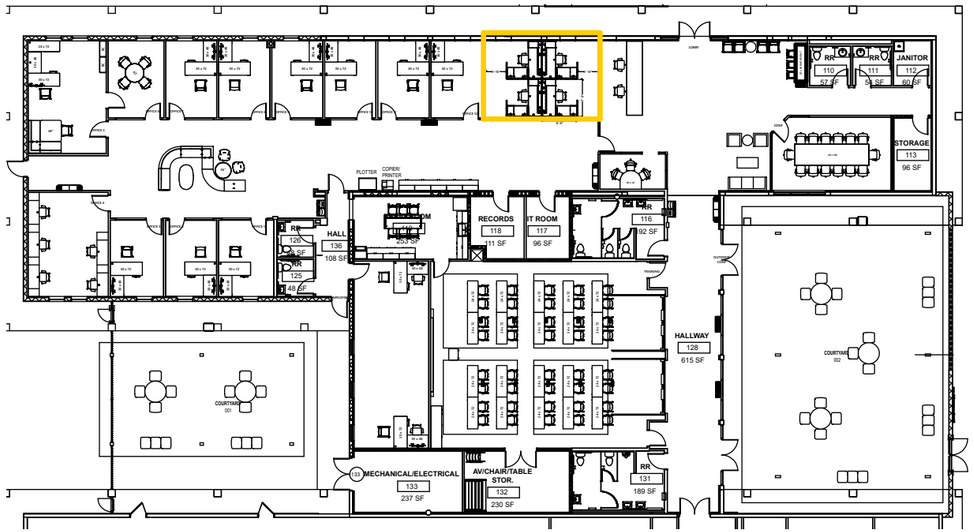


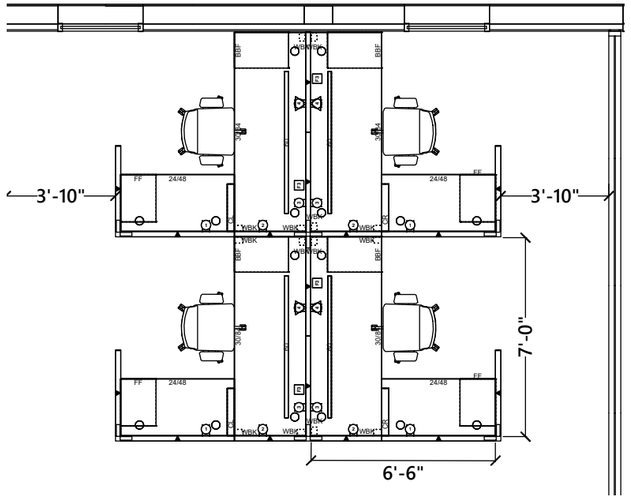
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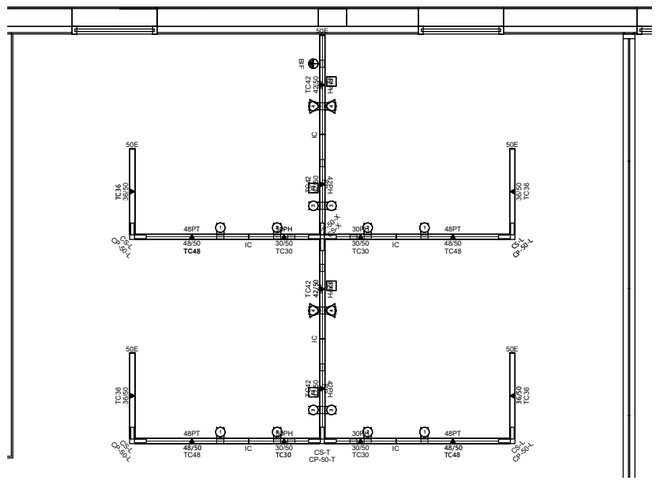
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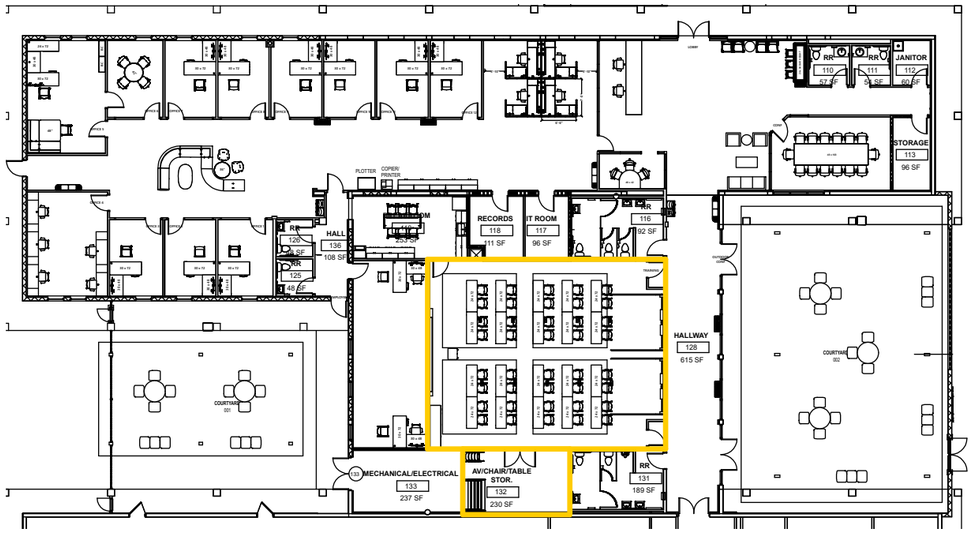


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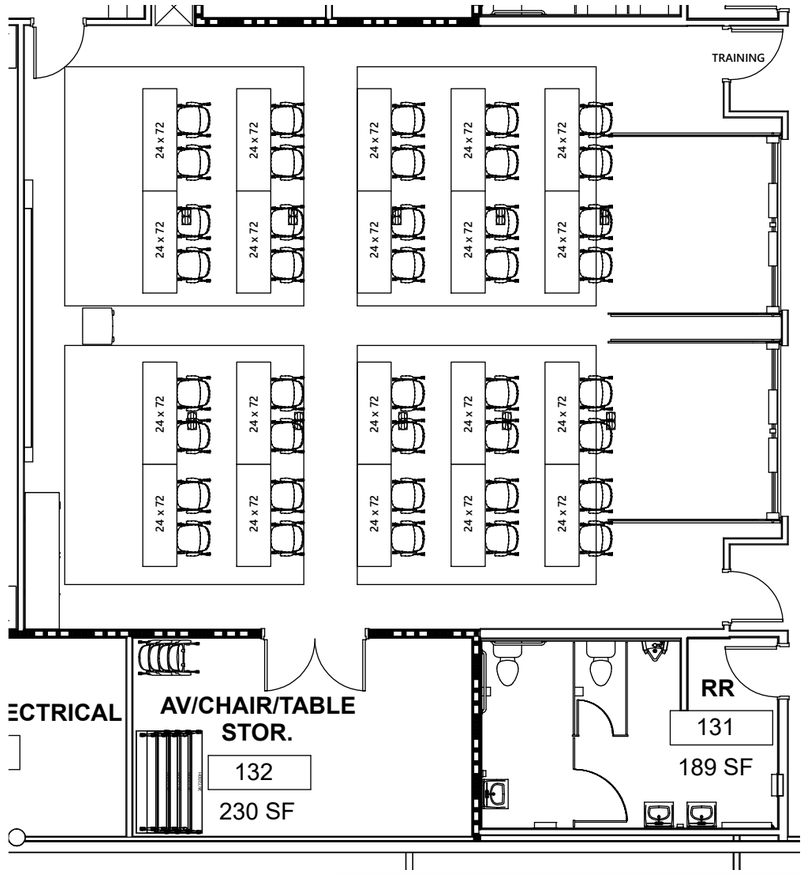
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TRAINING ROOM





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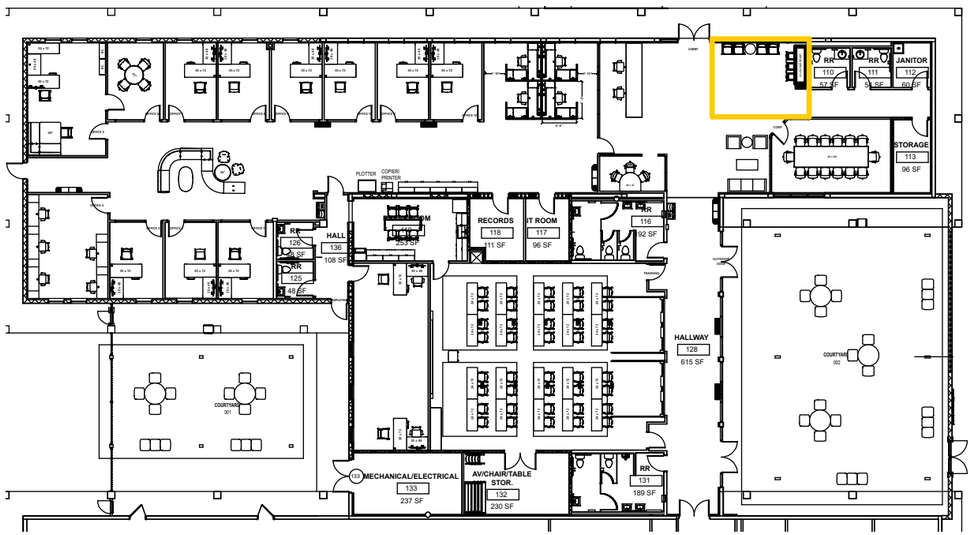
TRAINING TABLES

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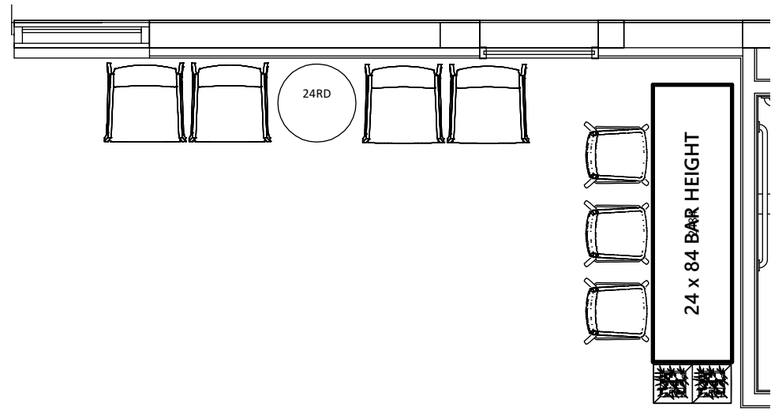
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WINTER HAVEN BUILDING DEPARTMENT BUILDOUT

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WAITING FURNITURE





WAITING CHAIRS



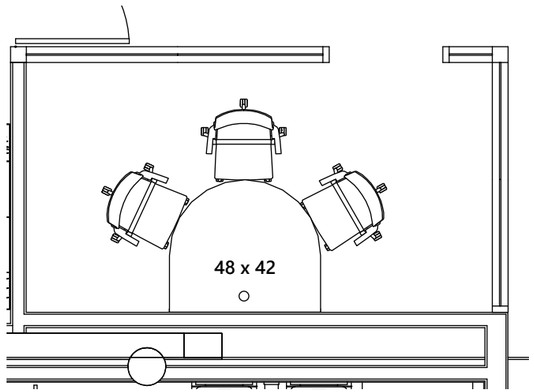
BAR HEIGHT TABLE

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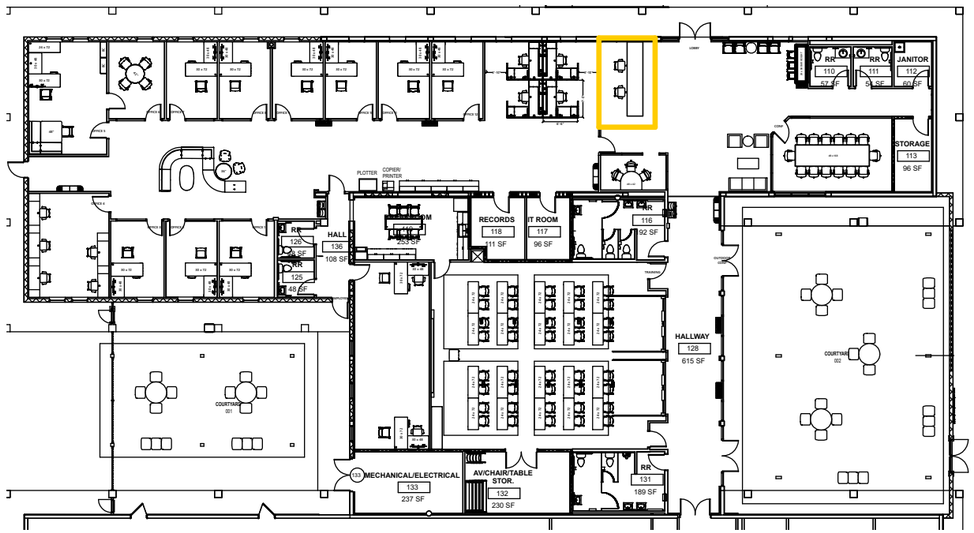


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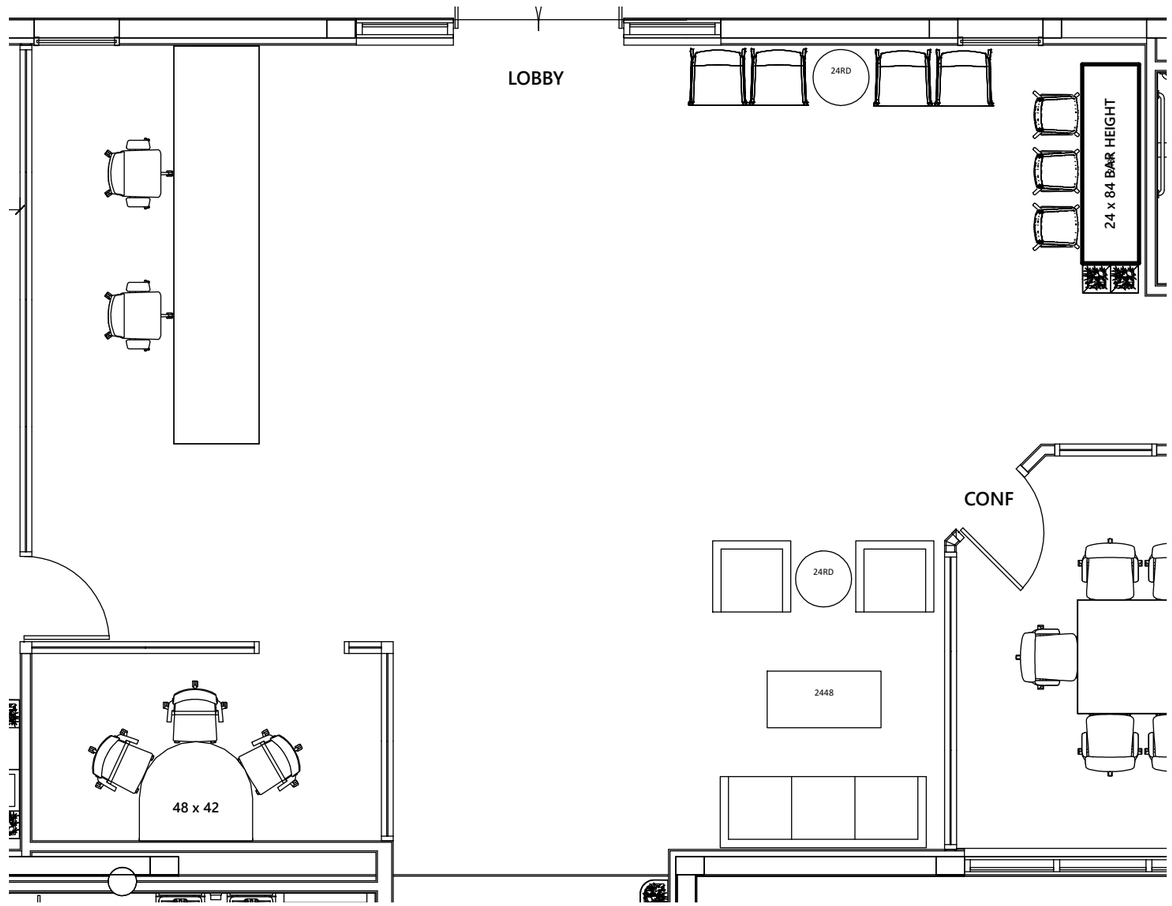
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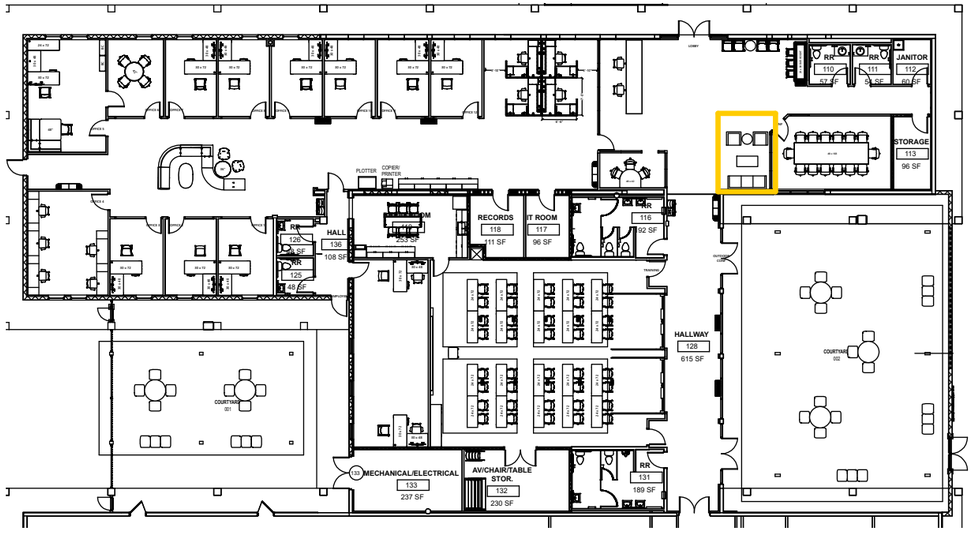
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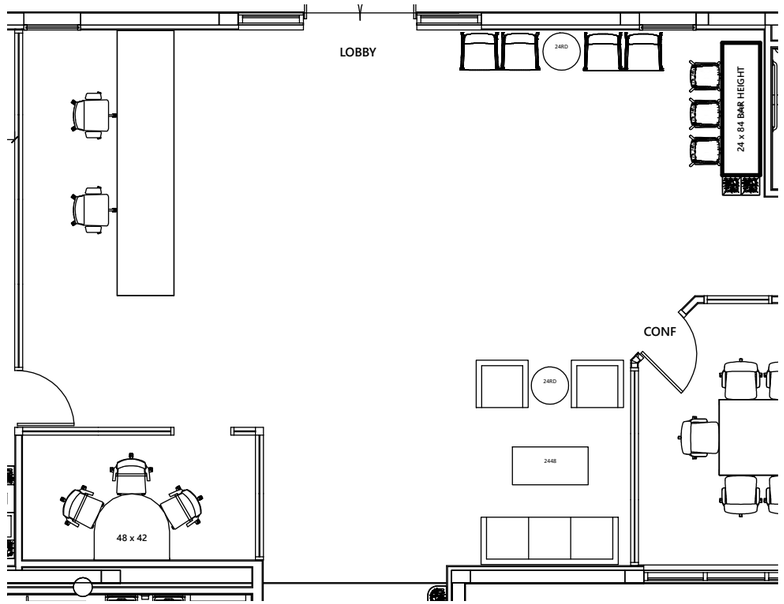


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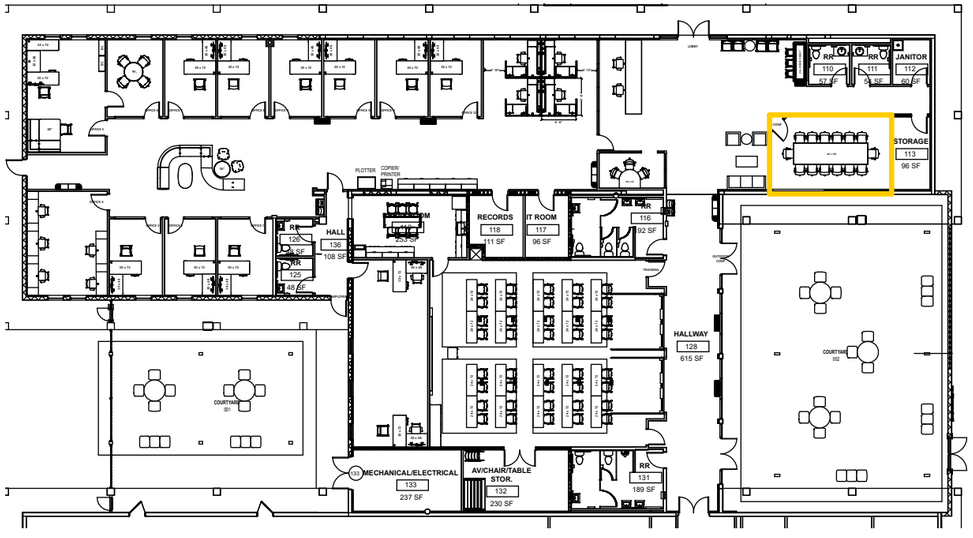


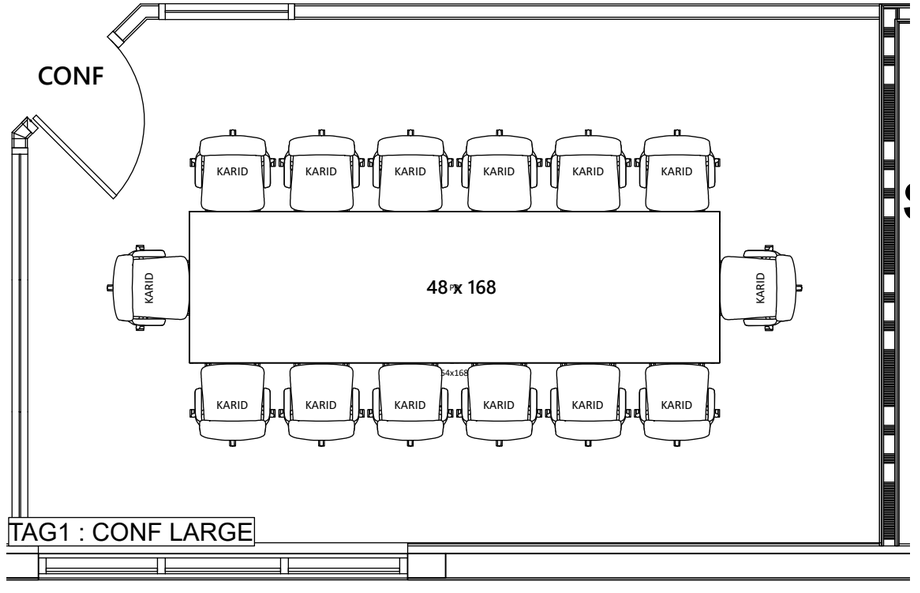
LOUNGE SEATING

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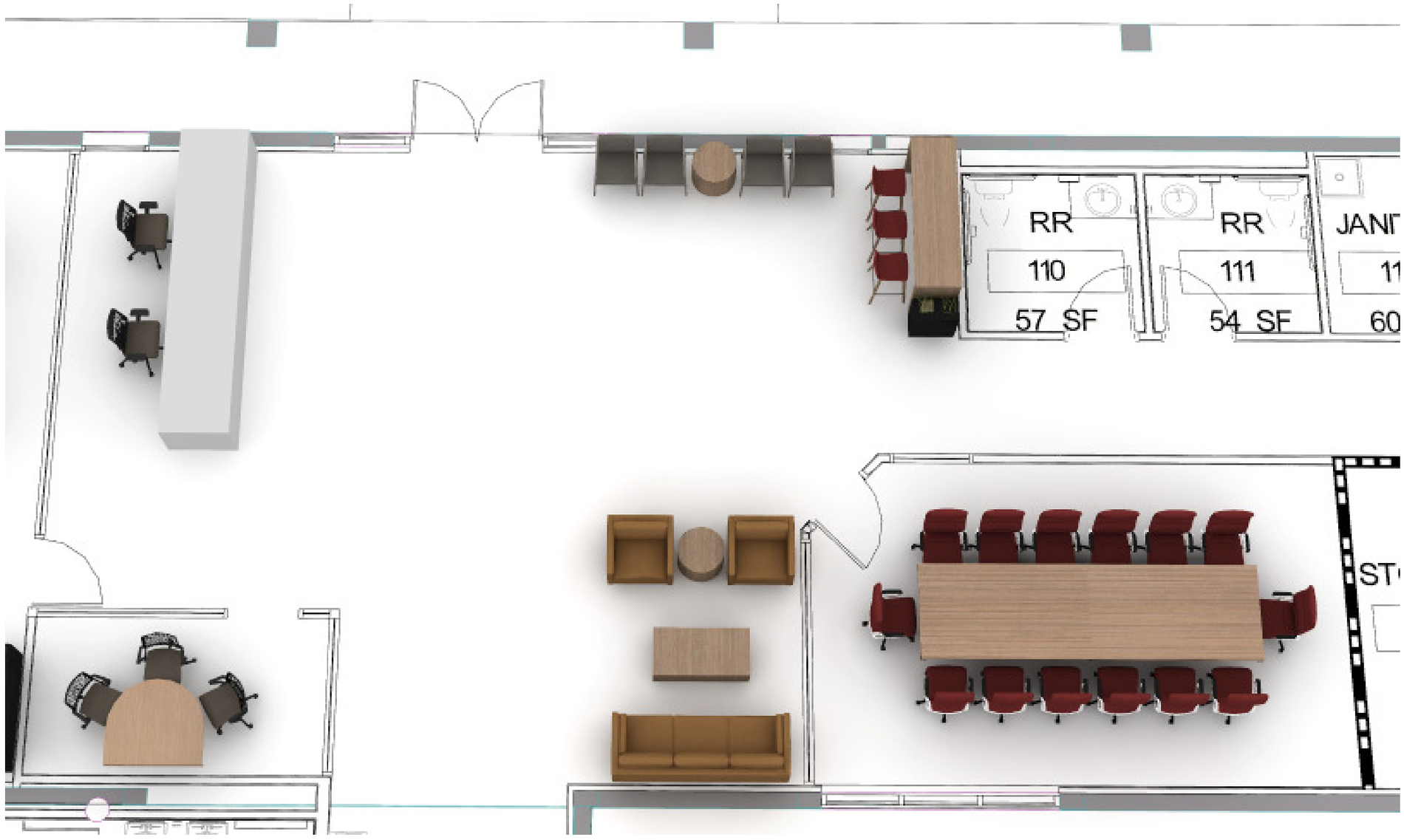
CONFERENCE ROOM

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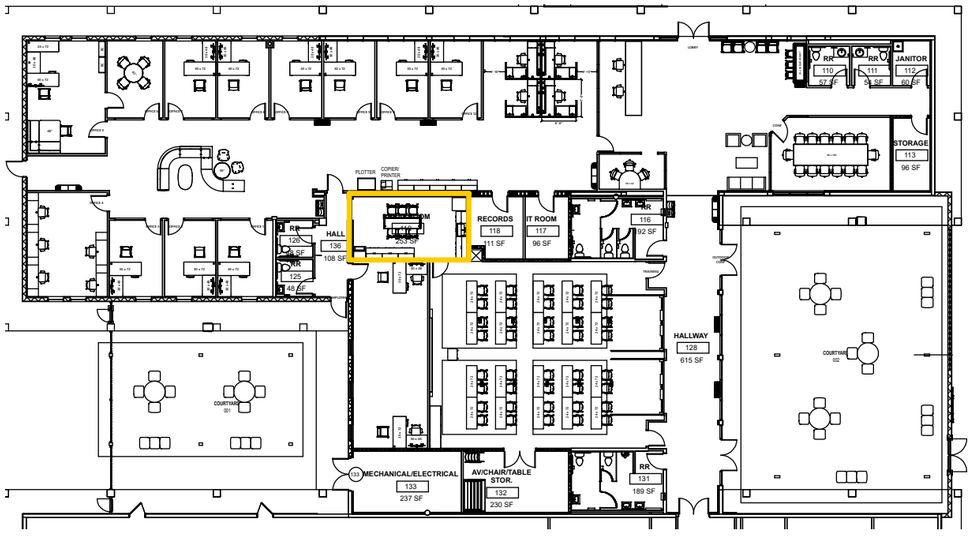


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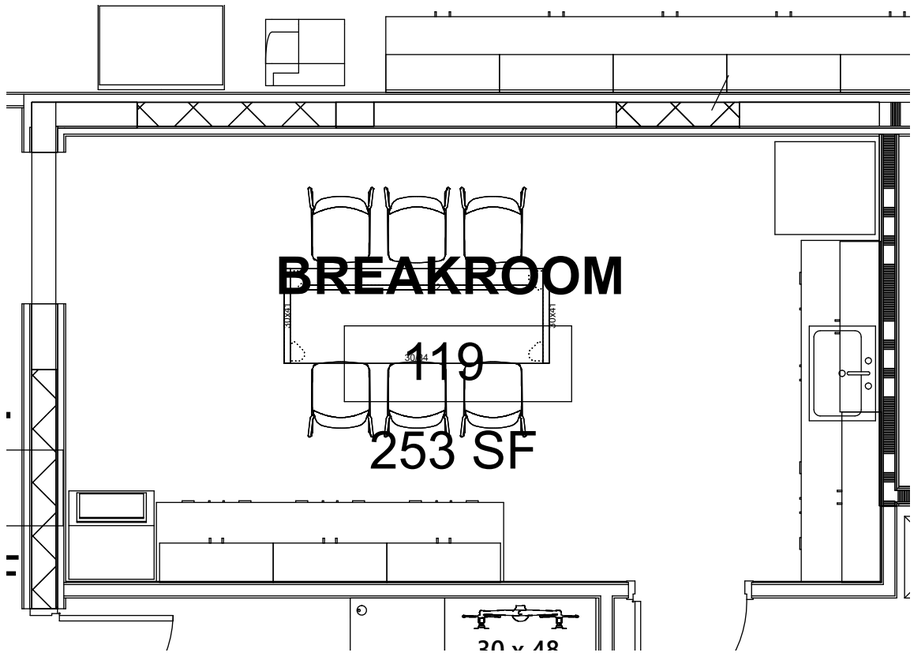
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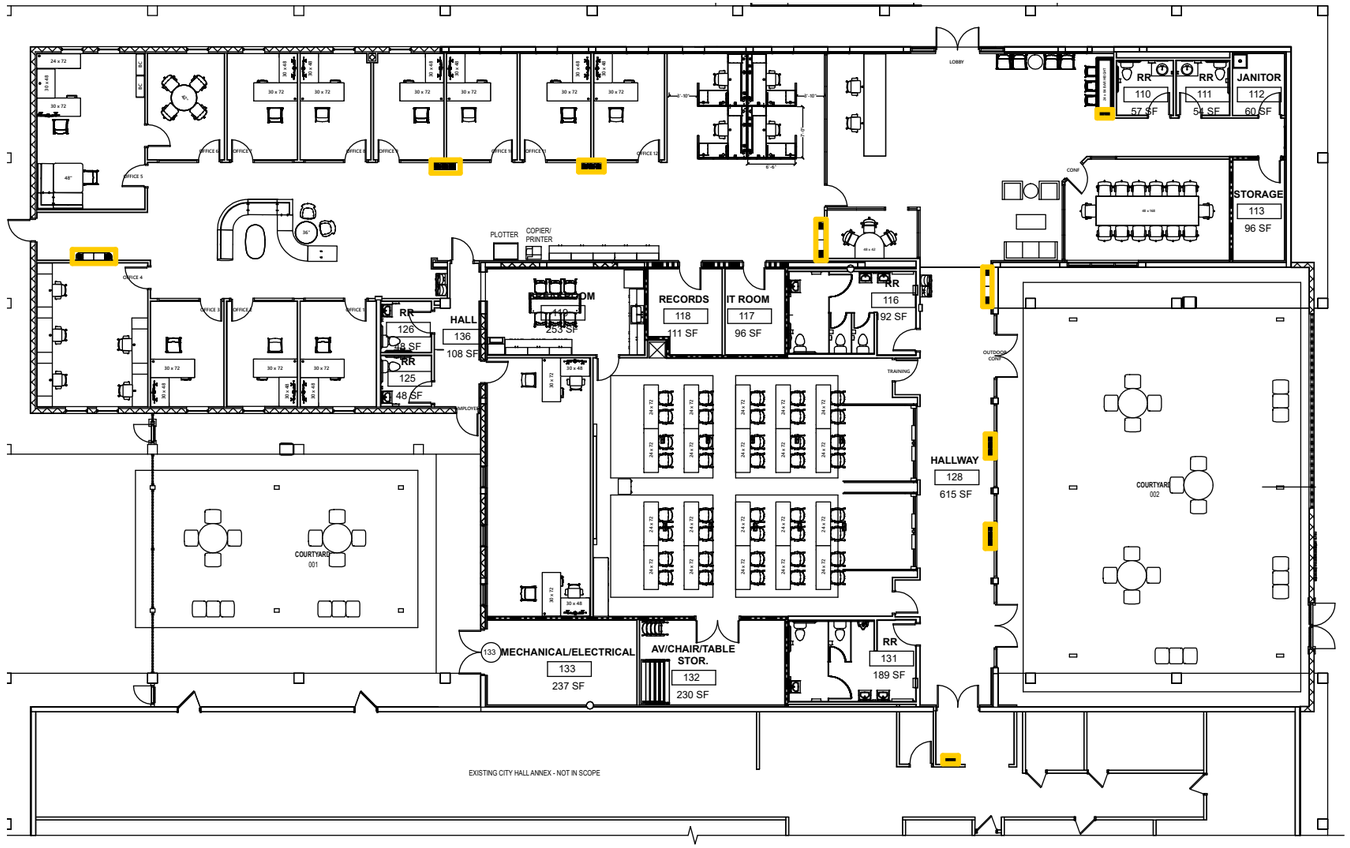
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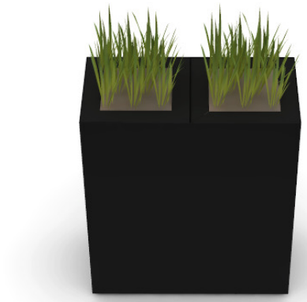
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PLANTERS



DOUBLE



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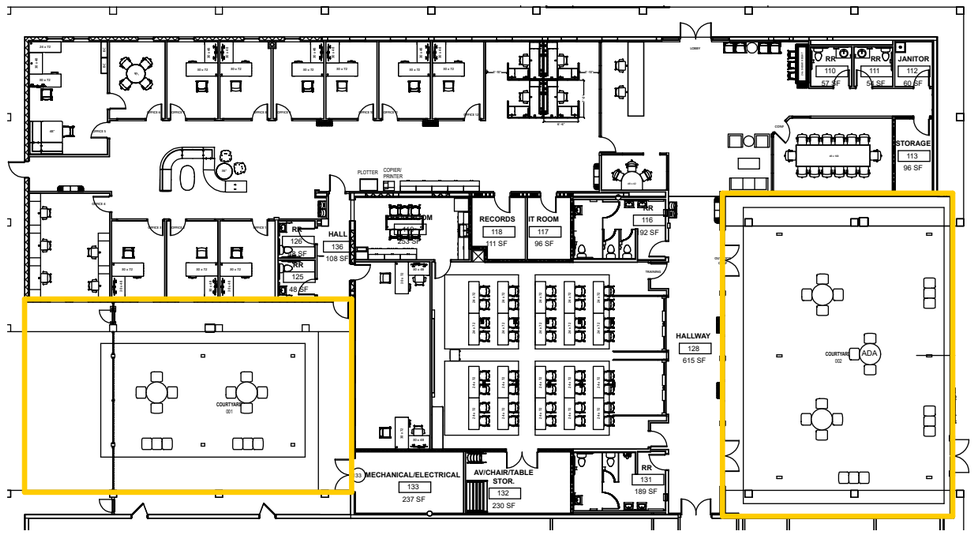


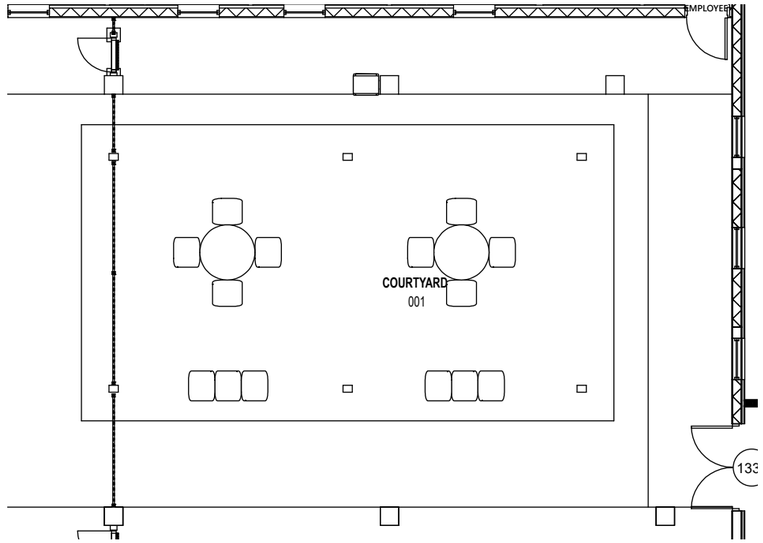
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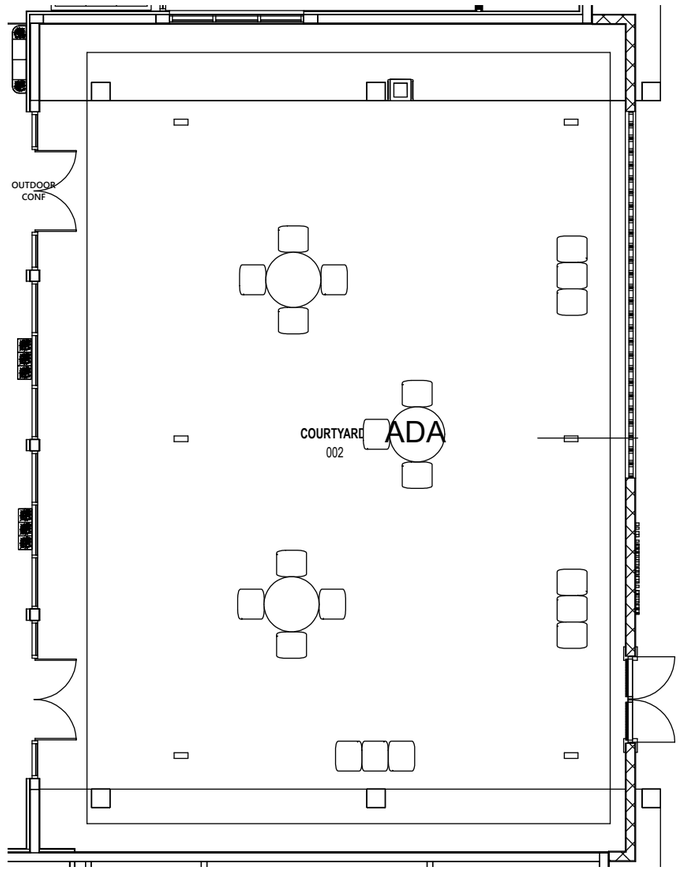
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DATE: November 13, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Vance Monroe, Chief of Police
Greg Goreck, Deputy Chief of Police
Shawn Dykes, Human Resources Director

SUBJECT: Police Benevolent Association, Inc. and City of Winter Haven Collective Bargaining Agreement – For Police Officers and Sergeants

---

BACKGROUND

In accordance with Certificate Number 1950 issued by the Florida Public Employees Relations Commission (PERC) on December 21, 2018, the Police Benevolent Association, Inc. (PBA) became the sole exclusive collective bargaining agent for probationary and regular fulltime employees classified as Police Officer and Police Sergeant.

In October 2024, the City and the PBA entered into a Collective Bargaining Agreement (CBA) covering October 1, 2024 through September 30, 2027. This Agreement provides for reopening negotiations prior to October 1, 2026, for the purpose of negotiating wages and up to two (2) articles.

The City and PBA began negotiations June 17, 2026, concerning the 2026 – 2027 reopeners. The parties reached agreement on revisions to the CBA, which have since been ratified by the PBA membership. The principal compensation provisions reflected in the updated agreement are summarized below:

Article 14, Hours of Work, Overtime, and Payment Means

Effective October 1, 2026, the daily work schedule for Police Officers and Sergeants not assigned to Patrol is nine (9) hours will have a change in their unpaid lunch from forty-five (45) minutes to thirty (30) minutes.

This change increases scheduled compensable hours within a fourteen (14) day work cycle from eighty-two and one-half (82.50) hours to eighty-five (85) hours.

Article 35, Employee Compensation and Wages

- Effective October 1, 2026, the starting hourly rate for a Police Officer and Sergeant will increase three percent (3%). A Police Officer's hourly rate of pay will increase from $27.38 to $28.20.

- Effective October 1, 2026, all incumbent bargaining members classified as a Police Officer and / or Sergeant shall receive a three percent (3%) pay adjustment to their hourly rate of pay.

FINANCIAL IMPACT

The economic provisions of the Collective Bargaining Agreement are funded within the City's approved FY 2026-27 operating budget.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends the City Commission approve the negotiated 2026 – 2027 CBA re-opener provisions and authorize the City Manager to execute the agreement with the Police Benevolent Association for the Police Officer and Police Sergeant bargaining unit.

ATTACHMENT

- Collective Bargaining Agreement (2024 2027), including 2026 – 2027 Re-Openers

Collective Bargaining Agreement

Between

West Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association

and the

City of Winter Haven

A Municipality of the State of Florida

October 1, 2024 to September 30, 2027
Police Officers and Police Sergeants

Includes 2026-2027 Re-Openers

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Appendix A	Grievance Form

PREAMBLE

THIS AGREEMENT is entered into as of this 1st day of October 2024, between the CITY OF WINTER HAVEN, FLORIDA, hereinafter referred to as the "City" and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA." It is the intent and purpose of this Agreement to promote harmonious relations between the City and its represented employees and to assure sound and mutually beneficial working and economic relationships between the parties. It is the further intention of the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of work, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which affect the health, safety, and welfare of the public and both parties hereto recognize the need for continuous service to the public.

ARTICLE 1

Office of Director of Public Safety

For the purpose of this Agreement any and all references to Deputy Police Chief and/or Director of Public Safety, shall be deemed and construed the same as the Police Chief.

ARTICLE 2

RECOGNITION

In accordance with Certification Number 1950 issued by the Florida Public Employees Relations Commission December 21, 2018, the City hereby recognizes the Florida Police Benevolent Association, Inc. (PBA) as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for probationary and regular fulltime employees of the City of Winter Haven working within the following classifications:

- Police Officer
- Police Sergeant

All other employees of the City of Winter Haven are excluded from the PBA Bargaining Unit.

In the event the City decides to eliminate an existing Bargaining Unit job classification, it will notify the PBA thirty (30) days in advance of its decision. Upon request, the City will meet with the PBA to bargain the decision to eliminate a covered job classification. Failure of the parties to reach agreement will result in impasse, which shall be resolved in accordance with the impasse procedures provided by the Florida Public Employees Relations Act.

ARTICLE 3

REPRESENTATIVES OF PARTIES

The City agrees that during the term of this Agreement, it shall deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA's authorized representatives for this purpose are PBA Officials, including the West Central Florida PBA President, or their designee, and Florida PBA Chief Negotiator, or their designee.

The PBA likewise agrees that during the term of this Agreement, the PBA will deal with representatives that the City designates within five (5) business days of the ratification of this Agreement.

For purposes of direct communication regarding the Grievance Procedure articulated herein, the City acknowledges that the PBA shall select two Grievance Representatives, and two Alternates, and shall furnish the names to the City. The PBA shall notify the City Human Resources Manager if there are any changes in Grievance Representatives and Alternates.

The Grievance Representatives and/or Alternates may investigate or otherwise handle Grievances during working time as long as there is no unreasonable interference with the operational needs of the City.

The Grievance Representatives and/or their Alternates may communicate with the City and its representatives. The City shall provide sufficient copies of applicable written communications to the Grievance Representatives and/or Alternates, who are responsible for providing the same to the PBA officials.

ARTICLE 4

ACCESS TO PREMISES

The City agrees that designated representatives of the Association shall have access to the premises of the City that are available to the public. If any area of the City's premises is restricted to the public, permission to enter such areas must be requested of the Public Safety Director, Deputy Police Chief or designee who shall have the discretion to assign an escort to accompany the representative(s) of the Association. Such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee(s) and shall be restricted to matters related to the application of this Agreement, proceedings governed by Sections 112.532, .533 .534 and .536, Florida Statutes, and proceedings governed by Chapter 86-342, Laws of Florida.

ARTICLE 5

DUES CHECK OFF

The City will deduct from regular biweekly payroll checks dues owed by the employee to the PBA provided that prior to said deduction being made the PBA has provided the City with a signed authorization form from each employee whose dues are to be deducted to confirm that such deduction is authorized. Deductions will be forwarded to the PBA within ten (10) business days of said deduction made.

Any authorization for dues deduction may be canceled by the employee upon thirty (30) calendar days' written notice to the City and the PBA.

The PBA agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, other forms of liability or expenses in connection with or that may arise out of, or by reason of, action taken by the City on account of payroll deduction of PBA dues.

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty, fee, or special assessment.

If an employee's net earnings after deductions for federal withholding tax, social security, retirement, medical insurance, credit union and prior deductions are not sufficient to cover dues deductions, or at any time an employee is on unpaid leave status, the deductions will not be made. Rather, it is exclusively the PBA's responsibility to collect non-payroll deduction dues or any employee dues in arrears.

ARTICLE 6

BULLETIN BOARDS

The City agrees to provide space for one (1) bulletin board placed conspicuously in a work area in the Police Department, the location of which will be mutually agreeable. PBA, at its expense, may install one (1) bulletin board not to exceed twelve (12) square feet in each station. All costs in preparing and posting PBA notices will be borne by the PBA.

All materials to be posted on said bulletin board must be related to official PBA business and will be limited to meeting notices and announcements, PBA sponsored social events and activities, election notices, meeting minutes and similar informational announcements regarding PBA business.

No material, notices, or announcements will be posted which contain anything that may reasonably be deemed offensive, defamatory, or obscene, that reflects adversely upon the City, its independent contractors, employees, or any labor organization among its employees, or which has the potential to cause disruption or impair the operational efficiency with the unit or among employees.

Copies of any material posted must be initialed by the PBA elected representative and approved for posting in advance by the Public Safety Director and Deputy Police Chief. Any documents posted on the bulletin board which are not initialed will be removed by the Public Safety Director, or in his absence, the Deputy Police Chief. If a document is removed by the City, the PBA representative will be notified. The Public Safety Director's decision whether to approve a particular posting is at his/her sole discretion and is not subject to appeal.

ARTICLE 7

NON DISCRIMINATION

The City and PBA agree not to discriminate against any Bargaining Unit employee for their lawfully protected activity under the Public Employee Relations Act on behalf of the PBA; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, gender, disability, marital status, or Veteran status.

The City and PBA acknowledge that nothing in this article precludes or prevents an employee from exercising any and all of the employee's local, state and federal civil rights in any and all local, state, and federal administrative and judicial forums.

ARTICLE 8

PREVAILING RIGHTS

Nothing in this Agreement shall be construed as abridging, amending, or waiving any rights, benefits or perquisites presently covered by statutes, existing rules or regulations recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement.

Said rights, benefits or perquisites which pertain to subjects of bargaining, which are negotiable under the provisions of Chapter 447, Florida Statutes, shall not be modified or terminated except by agreement of the parties.

ARTICLE 9

MANAGEMENT RIGHTS

Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay-off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, demote, discharge or otherwise discipline employees for just cause; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

In the event the City considers subcontracting any or all of the work covered by this Agreement, it shall provide the PBA a ninety (90) day notice of its intent and, upon request from the PBA, commence Bargaining over the effect thereof. However, after thirty (30) days have passed from the time bargaining commences, the City shall be free to issue a Request for Proposal although it shall still continue to bargain over the effect. If the parties fail to reach agreement on the impact of the subcontracting decision, the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employees Relations Act.

ARTICLE 10

LABOR MANAGEMENT COMMITTEE

The City and the PBA will each appoint three (3) individuals to a Labor Management Committee which, upon the request of either party, will meet no more than three times per year, unless both the Association and the City mutually agree otherwise, at a mutually agreeable time and place, and during regular business hours.

The parties agree that these meetings should not be construed as, and do not constitute negotiations, but rather are for the purpose of informally discussing various issues arising out of the Bargaining Unit employees' employment with the City.

Accordingly, the provisions of Florida law relating to negotiations are not applicable to meetings of the Labor Management Committee.

ARTICLE 11

CITY POLICIES AND PROCEDURES

City policies and procedures, including the City of Winter Haven Personnel Policy and Procedures Manual and all Winter Haven Police Department General Orders in effect at the time this Agreement is ratified are hereby incorporated by reference into this Agreement.

Where there is a conflict between these policies and procedures and the express terms of this Agreement, this Agreement will prevail. Where this Agreement is silent, the City's policies and procedures will prevail. If the parties are unable to agree on whether the City's Personnel Policy and Procedures Manual and Winter Haven Police Department General Orders, or any provision therein, is in conflict with this Agreement, the party's inability to agree shall be subject to the Grievance/Arbitration Articles in this Agreement.

In the event a contemplated change is to be made, at least ten (10) calendar days prior the City shall provide written notice of such proposed change to the PBA designated representative. If the PBA does not reply within a period of no later than ten (10) calendar days thereafter, the contemplated change will be made. If within ten (10) calendar days the PBA so requests, the City will bargain over the impact and/or effect of such change(s) on Bargaining Unit employees. If the parties fail to reach agreement on the impact of such change(s) the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employee Relations Act.

In the event a change in Police Department General Orders is ordered at the time of accreditation review and/or inspection, and provide said change is predominantly verbiage only and of no impact on employees, notice of the change will be provided to the PBA no later than ten (10) business days thereafter.

ARTICLE 12

PERSONNEL RECORDS

There shall be only one official personnel file for each unit member and the Human Resources Division shall retain each Employee's official personnel file and said retention shall be maintained in accordance with established public records laws. All employees will be able to view their personnel file during normal office hours (in the presence of an administrative staff member).

Employees are encouraged to periodically review their respective personnel files to ensure that information contained therein is accurate and current. Members may request that documents be added to their personnel files, include information pertinent to certifications, employment, and job performance, to include material items from third parties. The granting of said request shall be at the discretion of the Human Resources Division Manager. If the request to add documents is not granted, the employee will have the opportunity to meet with the Human Resources Division Manager and the Public Safety Director, or his or her designee, for a second review and consideration.

All members shall be notified of anyone requesting to view their records. The release of any information to employees or others will be in accordance with any related prevailing Florida Statutes.

The home address, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the names, home addresses, telephone numbers, social security numbers, photographs, dates of birth, and places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel are exempt from disclosure under the Public Records Law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose. In addition, the City agrees that in cases where public records requests are made for a member's e-mail, the City will redact any aforementioned personal information as well as preclude non-work related e-mails to be released to the public as provided for in Chapter 119, Florida Statutes.

ARTICLE 13

SENIORITY

Seniority date shall be the date an employee started work in the Winter Haven Police Department in a job covered by the Bargaining Unit.

New employees shall be considered probationary until after twelve (12) months of employment and until a favorable, approved performance evaluation has been received and an official change in classification from probationary to regular has been enacted by the City. At the end of the probationary period, new employees will be placed on the seniority list and their seniority will be retroactive to the date of hire.

An employee shall lose all accumulated seniority if:

- The employee voluntarily quits;
- The employee is discharged and not reinstated under the Grievance/Arbitration Procedures;
- The employee has been continuously laid off for a period of twelve (12) months;
- The employee fails to return to work within ten (10) calendar days after a letter notifying the employee to return to work has been sent by the City by registered mail to the employee's last known address;

In the event an employee who has lost accumulated seniority is subsequently rehired by the City, the employee shall be considered a probationary employee for the purposes of this Agreement.

At the request of the PBA, and within ten (10) workdays thereof, the City shall prepare and present a seniority list that will include the employee name, date of hire, current job classification, and rate of pay. If the PBA believes the list is not correct, the PBA will have ten (10) work days after receiving the list to present to the City a written objection regarding the correctness of the list.

Seniority will be utilized during the Patrol shift bidding process.

ARTICLE 14

HOURS OF WORK, OVERTIME, AND PAYMENT MEANS

Hours of Work:

The established work cycle for law enforcement employees is fourteen (14) days, with the allowable work hour threshold for the purposes of determining overtime being eighty-six (86) hours, per the Fair Labor Standards Act (FLSA). There are twenty-six (26) fourteen (14) day work cycles in one year.

The daily time schedule for Police Officers and Sergeants assigned to Patrol is twelve (12) hours; this accounts for (12) compensable work hours a day and a paid lunch. Within a fourteen (14) day work cycle, the scheduled time equates to eighty-four (84) work hours.

Effective October 1, 2026, the daily time schedule for Police Officers and Sergeants not assigned to Patrol is nine (9) hours with a one-hour lunch break, in which thirty (30) minutes is unpaid. Within a fourteen (14) day work cycle, the scheduled time equates to eighty-five (85) work hours. This is a change from an eight and a quarter (8.25) hour day with a forty-five (45) minute unpaid lunch break.

The daily time schedule for Officers and Sergeants assigned to the SRO unit is eight (8) hours with a one (1) hour paid lunch. Within a fourteen (14) day work cycle, the scheduled time equates to eighty (80) work hours.

Personnel assigned to the Drug Task Force (TFO) will work a fourteen (14) day work cycle, the equivalent of eighty (80) hours in a bi-weekly pay period.

In the event a change in the work cycle or daily time schedule is contemplated, at least thirty (30) days prior the City shall provide written notice of such proposed change to the PBA. If within ten (10) days of receiving the notice the PBA declines to respond to same or does not request to bargain

over the impact and/or effect of the change, the contemplated change will be enacted and effective on a date of the City's choosing.

Overtime:

The FLSA requires that sworn law enforcement employees who work in excess of eighty-six (86) hours during a fourteen (14) day work cycle are to be paid the excess hours worked at the overtime rate, which shall be time and one-half the regular rate of pay.

Sworn law enforcement employees assigned to the TFO who work in excess of eighty (80) hours during a fourteen (14) day work cycle will be paid the excess hours at their overtime rate.

Police Officers and Sergeants who work in excess of eighty-six (86) hours in a fourteen (14) day work cycle will be paid the excess hours at their overtime rate.

Regardless of the total number of hours worked in a fourteen (14) day work cycle, members required to work on an actual holiday or City observed holiday shall be paid at the rate of time and one-half their hourly pay rate for hours worked. If a member is required to work both the City observed and actual holiday, the member shall be paid at the time and one-half hourly rate for hours worked on the actual holiday only. For work cycles in which a member works overtime, the extra half-time premium for work on an actual or observed holiday shall not be included when determining the member's regular rate.

For the purpose of computing overtime, holidays, annual leave, sick leave or other leave benefit, time will not be considered time actually worked on the job.

Overtime must be authorized and will only be directed when it is in the interest of the City and the most practical and economic way of meeting workloads or deadlines. Overtime must be approved in advance of it being worked and may only be approved by the Police Chief, Police Captain, and Police Lieutenant or designated Officer in Charge.

Payment Means:

Bargaining Unit employees will be compensated bi-weekly, every fourteen (14) days.

ARTICLE 15

EXTRA DUTY EMPLOYMENT

All extra duty employment shall be administered in accordance with WHPD General Order 22.3, Off Duty and Extra Duty Employment.

Members shall have full access and be allowed to sign up for extra duty details when the extra duty details are posted.

When members of any rank work an extra duty detail for a requesting third party, the member will be compensated the same rate the requesting third party is invoiced for this service which is:

Non-Supervisory Rates

1. The Standard Extra Duty rate will be forty dollars ($40) per hour with a three (3) hour minimum.

2. The Premium Extra Duty rate (Holiday Rate) will be fifty dollars ($50) per hour with a three (3) hour minimum.

3. The Urgent Extra Duty Rate (details that are scheduled with five (5) calendar days or less) will be sixty ($60) per hour with a three (3) hour minimum.

Supervisory Rates (applicable when the detail requires a supervisor due to the number of personnel working the detail).

1. The Standard Extra Duty rate will be forty-five dollars ($45) per hour with a three (3) hour minimum.

2. The Premium Extra Duty rate (Holiday Rate) will be fifty-five dollars ($55) per hour with a three (3) hour minimum.

3. The Urgent Extra Duty Rate (details that are scheduled with five (5) calendar days or less) will be sixty-five ($65) per hour with a three (3) hour minimum.

ARTICLE 16

COURT APPEARANCES AND OTHER COURT DUTIES

Court appearances and other court duties required of an employee as the result of a matter arising out of the employee's performance of duties and responsibilities for the City, which occur when the employee is off-duty (i.e. not during an employee's regular assigned shift at work) shall be compensated in the following manner:

1. Employees shall receive a minimum of two (2) hours pay inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court.

2. If an employee has more than one court appearance or related duty to attend to on the same day, any court time that falls within the same two (2) hours will not entitle the employee to any extra compensation. Should a court related appearance or related duty exceed two (2) hours, the employee will be paid for all time the employee is required to be present.

3. If an employee is on approved leave and is summoned to court, the employee will be compensated in the manner described herein, and leave hours will not be charged to or deducted from the employee's accrued leave account. The payment of accrued leave and court time for the same period of hours shall not be permitted.

4. If while off duty an employee receives a telephone call relating to a covered court time event, which is a minimum of fifteen (15) minutes or greater in duration, the employee shall be paid for the time spent on the telephone call. Telephone calls of less than fifteen (15) minutes are agreed to be de minimis and shall not be compensated. Claims of compensation for telephone calls must include sufficient information (i.e., date, time,

duration and other party to call) so as to allow for verification.

5. Court time will be paid at the employee's regular hourly rate unless the employee meets the overtime threshold within the meaning of the Fair Labor Standards Act. For the purposes of computing overtime, court time incurred when the employee is not on duty during an assigned shift will be considered regular hours worked.

ARTICLE 17

WORKING IN HIGHER CLASSIFICATION

Eligibility:

If management directs a Police Officer or Police Sergeant to work in a higher classification for a work period of twenty-eight (28) days or longer, the affected employee's hourly rate of pay shall be adjusted to the minimum base hourly rate of the higher classification or the employee's hourly rate of pay shall be increased five percent (5%), whichever is greater, and the adjusted hourly rate shall be retroactive to the first day of the assignment to the higher classification.

Return to Regular Rate:

A Police Officer or Police Sergeant being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their previous regular rate of pay when the period of temporary employment in the higher class ends.

Promotional Probationary Period and Time in Grade:

If a member serves as an "Acting Sergeant or Lieutenant" immediately contiguous to being promoted to the rank of Sergeant or Lieutenant, the time served in the acting capacity will be counted towards their promotional probationary period and their time in grade.

ARTICLE 18

CALL BACK AND SUBJECT TO CALL

Call Back:

An employee who completes their regular workday or shift and is called back from off City premises to work and/or assist in an emergency will receive a minimum credit of two (2) hours. The employee shall be considered on-duty for the full two hours and compensated for all hours worked in excess of that period.

Call back pay shall be paid at the employee's regular hourly rate unless the employee has actually worked hours in the work period to be eligible to be paid at the overtime rate. If the call out is cancelled prior to the employee's arrival at the scene, the employee shall receive two (2) hours paid at the regular hourly rate.

If an off-duty employee is called back to work on a City observed holiday, the minimum two (2) hours pay, and any time worked in excess of the two hours that day, will be paid at the overtime rate regardless if the member does not work the required number of regular hours in the work period.

Should an employee on approved leave be called back to work the employee will receive compensation as defined herein, for each day called back, and a comparable number of hours actually worked will not be charged to or deducted from the employee's accrued leave account. The payment of both leave pay and call back pay for the same hours will not be permitted.

Subject to Call:

Employees informed in advance by their supervisor that they will be subject to being called into work on a non-scheduled workday or City authorized holiday will be paid $75.00 for each applicable subject to call day.

The $75.00 subject to call pay on a non-scheduled workday will not be deemed a part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

Employees informed in advance by their supervisor that they will be subject to being called into work after-hours on a workday will be paid $35.00 for each applicable subject to call day.

The $35.00/$75.00 subject to call on a scheduled, non-scheduled workday or holiday will not be deemed part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

The $75.00 subject to call on a non-scheduled workday or holiday will not be deemed part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

In addition to the $75.00, employees subject to call on a non-scheduled workday who are actually called in to work shall receive Call Back time in accord with and as defined above.

ARTICLE 19
SAFETY AND WELLNESS

Personal - Workplace Safety:

The City and PBA agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

Through the development and implementation of current and new standard operating procedures and safety rules, along with the provision of safety clothing and protective devices, the City shall make a reasonable effort to ensure the safety and health of each employee during the hours of employment.

Employees are required to observe and adhere to all standard operating procedures and safety rules promulgated for their protection. Employees are required at all times to use all appropriate safety clothing and protective devices made available by the City. Each employee shall also immediately report to their supervisor or manager in charge any unsafe practice or condition of which they are aware, regardless of whether a third party is involved.

An employee who neglects or fails to observe and adhere to all standard operating procedures and safety rules, and use City provided safety equipment, may be subject to discipline, if the employee's failure was purposeful and neglectful, up to and including discharge, and may incur a loss or reduction of workers' compensation benefits if injured.

Vehicle Safety:

The parties agree that all fleet vehicles will be maintained in accordance with applicable WHPD General Orders and in accordance with preventive maintenance standards and schedules established by the City's Fleet Maintenance Division.

Firearms Safety:

In order to promote safety in the use of firearms by bargaining unit employees, the Parties agree members of the bargaining unit will be given the opportunity to qualify in accordance with applicable WHPD General Orders.

Safety Committee:

The PBA will, upon request, be allowed one (1) Bargaining Unit member to serve on the City Safety Committee with the understanding that meetings will be held monthly during regular business hours. Moreover, provided work unit operations are not unduly hampered, or in the event the designated member is not on authorized leave, meeting attendance will be mandatory.

Wellness:

The City will continue to encourage the wellness and good physical conditioning of sworn law enforcement personnel.

A gym facility at WHPD headquarters will be provided. When call load allows, and with supervisor approval, members may work out in lieu of their meal break at the WHPD facility or a commercial fitness facility. The allowable work out period is forty-five (45) minutes inclusive of pre and post work-out changing times.

A member working out is subject to be called back into service at any given time and shall monitor the radio, or agency issued cell phone, during the workout period. Workout times should be chosen during non-peak call load times.

To further promote good physical conditioning and reward for same, Bargaining Unit members are afforded the opportunity each year to participate in a Physical Readiness Incentive Program administered in accordance with General Order 22.4. Participation in this Program is voluntary.

Random Drug Testing

Under the City's Drug-Free Workplace Policy, effective October 1, 2023, employees (Sworn Officers) within the bargaining unit who are considered to be in a safety sensitive position and

who perform safety sensitive functions shall be subject to random drug and alcohol testing as stated within the City's Personnel Policy and Procedures Manual, Section 8.17 Drug-Free Workplace and EAP.

At various times, the City shall randomly select bargaining unit members for unannounced drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver's license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process used, and may be tested more than once, depending on the frequency that he is randomly selected.

1. The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

2. The employee shall have the right to have present during the testing a representative of their choice, but the Department will not be required to wait for such representative to arrive. In the event that the employee's initial representative is unable to serve, they may choose another representative, but in no event shall the Department be required to wait.

3. If the employee randomly selected is not available on the day of random testing being conducted, the Police Chief and Deputy Police Chief will maintain the confidentiality of the employee's name until the employee returns to a scheduled work shift during a two-week period, at which time the testing process shall proceed. Documentation of the reason for the determination of the testing date (i.e. missed workdays) shall be completed by the Chief and Human Resources. If an employee is selected for random testing, the City will attempt to have the testing conducted during their normal shift hours. If the facility conducting the testing is not open during the employee's working hours, the employee shall visit the facility before or after their work shift on the same shift of being notified. Actual time spent to conduct the random testing along with the time spent traveling to and from the facility, or a minimum of two (2) hours, whichever is greater, shall be considered as

hours worked and shall not be flexed by the City.

4. Employees have the option of reporting substance abuse problems directly to the Employee Assistance Program, absent involvement or knowledge by City staff. Under these conditions, it is the employee's responsibility through consultations with the Substance Abuse Professional, to take the appropriate measures (i.e., abstinence from usage, approved leave, request for leave without pay, etc.).

5. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and shall be subject to discipline up to, and including, termination.

6. A positive drug test will be reported for any urine drug test which has been verified by the Medical Review Officer if the testing laboratory determines the specimen contains a drug (or metabolite) above the screening and confirmatory test threshold levels.

7. A negative drug test result will be reported for any urine drug test, which has been analyzed by the testing laboratory and found not to contain a drug (or metabolite) above the screening levels. A negative test result will also be reported for any urine drug test result which has been analyzed by the testing laboratory and found to contain a drug (or metabolite) above the screening and confirmatory test threshold levels, if the MRO subsequently determines the result is negative based on verification of prescription information or other acceptable verifiable explanations.

8. If an employee tests positive, the City shall inform the employee in writing of a positive test result, the consequences of the test result and any options available to them. Upon request of the employee, a copy of the test result will also be provided.

9. Within five working days after being notified of a positive confirmed test result, employee may submit written information to the City to contest the test result or explain why the result does not constitute a violation of the City's drug free workplace policy. If the challenge or explanation of the positive test result is unsatisfactory to the City, the employee will be provided written notice of the cause and reason for this determination.

10. Any employee who has been notified by the MRO of a confirmed positive drug test shall have one-hundred eighty (180) days in which to request a retest of the same specimen provided originally. If the employee makes a timely request, the MRO shall, in writing, direct the laboratory to provide the originally tendered specimen to another certified laboratory of the employee's choosing, for analysis. After receiving the written request and cost of the same from the employee for a retest of the original specimen, the MRO must immediately provide written notice to the laboratory that tested the original specimen to forward the same specimen to a second HHS certified laboratory documenting the date and time of the employee's request.

11. The cost of the additional laboratory analysis shall be borne by the employee; however, if the results of the original positive test are reversed (negative test), the City shall reimburse the employee for the second laboratory test. If the analysis of the specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the same/original specimen test and report the cancellation and reasons for it to the City, other applicable agencies and the employee. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secure, long-term frozen storage for at least three hundred sixty-five (365) days.

12. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, employees should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications employees should seek medical advice, as appropriate, before performing work-related duties, and shall first notify their supervisor or a designated supervisor within

the departmental chain of command, of any impairment which they may be experiencing.

13. When taking prescription medications, employees must seek specific advice from their physician that the substances in a prescription will not impair their mental functioning, motor skills, judgment, or their ability to perform their essential job functions. Before performing work-related duties, employees shall first notify their supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which they have been advised may occur. Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible or requiring the employee to take leave consistent with City policy.

14. An employee who undergoes a random test and receives a confirmed positive test result shall be subject to the appropriate discipline up to, and including, termination. Any termination resulting from a confirmed positive test result shall be subject to Article 28 (Grievance Procedure) and Article 29 (Arbitration) of this Agreement.

15. In the interest of public and employee safety, and the professional image of City government, a police officer shall be subject to discipline up to, and including, termination from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing, or selling any controlled substances while on or off duty.

ARTICLE 20

LEAVE BENEFITS

For Bargaining Unit Employees, the City agrees to continue in effect the below listed leave benefit programs:

- Observed Holidays - New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.
- Annual Leave
- Sick Leave
- Personal Leave
- Bereavement Leave
- Court Leave
- Conference Leave
- Leave of Absence
- Family and Medical Leave
- Military Leave
- Domestic Violence Leave

Leave benefits listed herein shall be accrued and administered in accordance with provisions contained in the City's Personnel Policy and Procedures Manual, Section 5 Benefits and in accordance with WHPD General Order 22.1 (Compensation, Benefits and Conditions of Work).

Subject to eligibility and leave benefit accrual, Bargaining Unit employees also will be permitted to participate in the City's established Sick/Personal Leave Benefit Option (Sick Buy-Back) and Sick Leave sharing programs.

During the term of the Agreement, should the City deem it necessary to make improvements in leave benefit programs identified above, and currently provided, either party may reopen the

contract for the purpose of negotiating said changes. If the parties fail to reach agreement, the dispute will be resolved through the statutory impasse procedure provided for by law.

ARTICLE 21

INSURANCE BENEFITS

Medical and Dental:

The Parties agree that elective health and dental insurance benefits will be administered in accordance with WHPD General Order 22.1 and City Policy. The PBA acknowledges that the medical and dental insurance plan, coverage and contributory rates charged by the City to employees for elective insurance coverage benefits are set by City of Winter Haven.

Life Insurance:

The parties agree that the City will provide all regular fulltime Bargaining Unit members with $10,000 worth of life and accidental death and dismemberment (AD&D) insurance at no cost to the member. Bargaining members may, at their expense, choose to acquire additional, optional life insurance in an amount equal to their annual salary rounded to the nearest thousand dollars, up to a maximum of $50,000 through the City Plan; members who elect optional life insurance through the City Plan will be charged a premium that will be payroll deducted.

At the City's expense, and in alignment with Florida Statutes 112.19 and 440.16, a combined total of $250,000 worth of additional life insurance which serves as an in-the-line-of duty death benefit will be acquired and maintained for actively employed Bargaining Unit members who meet State Minimum Law Enforcement Standards. In the event of an in line of duty death, benefits will be administered in accordance with established law, General Order and City policy provisions.

ARTICLE 22

EDUCATION ASSISTANCE AND RELATED INCENTIVE

The Parties agree that career development and continuing education initiatives will be administered in accordance with WHPD General Order 33.2 and City Personnel Policy and Procedures Manual Section 5.19 Educational Assistance.

Accordingly, non-probationary, regular fulltime Bargaining Unit members can apply for financial assistance to voluntarily pursue a college degree, obtain vocational training and certifications or acquire necessary continuing education units. Financial assistance approval is contingent upon job or job promotional relatedness; the specific coursework, training or certification chosen and whether it is expected to enhance an employee's job knowledge, skills, and abilities, and be of value to the City.

Employees desiring education assistance reimbursement/advancement shall, in advance of the program beginning, submit a City of Winter Haven Education Assistance application to Police Administration requesting approval for program participation. If approved, the application will be forwarded to Human Resources for processing in accordance with City policy and education assistance guidelines.

The award of financial assistance, along with any subsequent incentive pay, is dependent upon available funding and the member fulfilling certain terms and conditions related to continuity of employment, submittal of receipts, acquisition of a specified grade, at least a "B," etc.

ARTICLE 23

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this Article must be approved in advance by the City as being required by the employee to adequately perform the duties of his position.

Thereafter, an employee who, while on duty and acting within the scope of employment, and through no fault or negligence of their own, suffers the damage, destruction or loss of their watch, prescription glasses, or other personal property approved pursuant to the above paragraph will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

- The Agency has the option to decide whether a specific piece of property is repaired versus replaced;
- The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence; and
- The employee shall not be reimbursed more than the deductible if the item is covered by insurance.

An employee who wants to be reimbursed or have personal property repaired or replaced must:

1. File a written request and report detailing the circumstances under which the property was damaged, destroyed or lost; and
2. Document the amount expended to repair or replace such property.

After meeting the conditions described above, the City or designee shall authorize reimbursement not to exceed the following amounts:

- Watch – up to ($100)
- Prescription glasses not to exceed two hundred dollars ($200)
- Other Items - the City or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses

The City's obligation to reimburse Bargaining Unit members under this section shall not exceed five hundred dollars ($500) per Bargaining Unit member per annum.

ARTICLE 24

TRAVEL REQUESTS AND EXPENSES

Travel requests and expense practices shall be administered in accordance with the City's established Accounting procedures which may be amended from time to time. Any Bargaining Unit member who anticipates the need to travel outside of the county for a public purpose, especially in the case of overnight travel, must in advance prepare and remit to Police Administration the appropriate travel request forms. If the travel is authorized by the Police Chief, designee and the City Manager, reimbursement of travel expenses will be considered and limited to the following:

- Registration fees, if applicable
- Meals plus gratuities at authorized per diem rates
- Motel/Hotel expenses for single occupancy only unless two City employees on approved travel share a room
- Other travel related expenses approved by the City

As a general rule and when available, Bargaining Unit members will utilize agency issued vehicles for official travel when going out of town, in which case mileage will not be reimbursed. In the event circumstances warrant the Bargaining Unit member driving a privately-owned vehicle (POV), the reimbursement of mileage at the established, authorized rate will be reimbursed to the member.

All authorized travel reimbursement will be for receipted expenditures only accompanied by the proper forms and will be processed according to established accounting procedures.

ARTICLE 25

AGENCY ASSIGNED VEHICLES

Agency assigned vehicles and Bargaining Unit member use, care, custody and control of said vehicles shall be in accordance with General Order 16.4.

Bargaining Unit members who apply, meet the eligibility requirements and are assigned a City take-home vehicle will not be assessed a fee for the use of said vehicle provided the Bargaining Unit member resides within Polk County. Members who reside outside of Polk County may elect to participate in the take-home vehicle program if their county of residence is contiguous to Polk County and is within a one hour driving distance of the City of Winter Haven but will be charged a flat rate of $30 dollars bi-weekly for use of the vehicle. This flat rate shall be charged through payroll deduction.

The agency assigned vehicle may be used solely for official business, and extra-duty law enforcement employment; while operating the vehicle, the member shall be armed, monitoring their radio, and available to respond to emergencies. Personal use of the vehicle shall be restricted to use of the vehicle to and from classes and running errands which fall along the member's route to or from work, or during the member's travels while on duty.

Members who are on-call may use their assigned vehicle with no restrictions on personal use, within Polk County only, and only during the shift they are on-call. However, this extension of personal use applies only to the member; non-WHPD employees may not be transported.

Assigned vehicle privileges may be suspended or terminated at the discretion of the Chief of Police or designee and/or for a Bargaining Unit member's violation of any of the provisions of this Article, General Order 16.4, or City policy.

ARTICLE 26

INTERNAL INVESTIGATIONS

The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment.

Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Sections 112.532, 112.533, 112.534 and 112.536 Florida Statutes.

The parties agree that all internal investigations will be conducted in accordance with WHPD General Order number 26.1 (Disciplinary Procedures) and 52.1 (IA).

ARTICLE 27

DISCIPLINE AND DISCHARGE

The City shall have the ability to discharge any new hire probationary employee for any reason whatsoever. Such discharge shall not be subject to the Grievance Procedure provision of this Agreement.

The City may impose discipline, progressive or otherwise, or discharge any employee for any offense or violation of any City or department policy, rule, or regulation. Further, the City expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Florida State Statutes 112.532, 112.533, 112.534 and 112.536.

The parties agree that for the purpose of progressive discipline, previous incidents may be considered as long as the previous incidents occurred within twenty-four (24) months of the current incident.

The City shall endeavor to complete all disciplinary investigations as expeditiously as possible and shall, within thirty (30) days following the completion of an investigation, determine the disciplinary action, if any, that it proposes to administer.

All disciplinary appeals will be conducted in accordance WHPD General Orders 1.2 (Professional Conduct and Responsibilities), 26.1 (Disciplinary Procedures), 52.1 (Internal Affairs) and the appeals process provided for under the Laws of Florida, Chapter 86-342.

If an employee grieves a discipline, unless otherwise required by law, documents reflecting said discipline shall not be placed in the employee's personnel file until the Grievance Procedure, through Arbitration, has concluded.

Excepting progressive discipline and annual performance evaluation reviews, and without limiting the ability of the City to rely on prior offenses occurring within four (4) years of the offense at

issue as evidence in Arbitration proceedings, no employee shall be double disciplined for the same act or offense.

Discipline must be for just cause. At an Arbitration hearing, if the City proves by a preponderance of evidence submitted through testimony and/or documentary evidence that the employee has violated any City or department policy, rule, or regulation, the City shall be deemed to have satisfied its initial burden of proving just cause for the particular punishment imposed by the City and the burden will shift to the employee and/or PBA to rebut the City's proof of just cause.

The employee and/or PBA may then produce evidence as to why just cause for the discipline imposed does not exist under the particular circumstances of the case by showing that (1) the employer did not conduct a thorough investigation prior to disciplining the employee, or (2) the employer has treated similarly situated employees in a disparate manner, or (3) the degree of discipline administered by the employer was not reasonably related to the seriousness of the employee's proven offense.

ARTICLE 28

GRIEVANCE PROCEDURE

Any claim by an employee, group of employees, or the PBA that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or any document incorporated herein by reference, shall be processed as a Grievance, with the exception that probationary employees and the PBA on their behalf may not file a grievance related to their discipline and/or discharge.

An employee may be accompanied by a PBA representative at each step of the Grievance procedure; however, nothing in this Article shall require the PBA to process Grievances from and on behalf of employees who are not dues-paying members.

Grievances shall be presented as set forth below:

Step 1. Within fifteen (15) business days from the time the employee or the PBA could have reasonably known of the occurrence giving rise to a Grievance, the employee and PBA representative (if applicable) shall first informally discuss the Grievance with the employee's immediate supervisor and/or the person at the next level in the chain of command. The supervisor shall reach a decision and communicate it to the employee and PBA fifteen (15) business days after the informal discussion occurs.

Step 2. Within fifteen (15) business days of the decision being communicated, if the employee and PBA are not satisfied the Grievance shall be presented in writing to the Public Safety Director and/or Deputy Police Chief. Fifteen (15) business days after receiving the written Grievance the Public Safety Director and/or Deputy Police Chief shall meet with the employee and PBA representative, and issue a written determination regarding the Grievance.

Grievances arising from suspensions for more than one (1) day will initiate at Step 2 and time limits prescribed therein shall apply.

Step 3. Within fifteen (15) business days of the Step 2 reply being issued, if the employee and PBA are not satisfied the Grievance shall be presented to the City Manager. Fifteen (15) business days after receiving the written Grievance, the City Manager or his designee shall meet with the employee and PBA and endeavor to reach an adjustment of the Grievance. A written answer shall be presented to the employee and PBA within fifteen (15) business days of the meeting with the City Manager or designee occurring.

Grievances relating to internal promotions and/or terminations will initiate at Step 3 and time limits prescribed therein shall apply.

If the employee and/or PBA are not satisfied with the Step 3 outcome, the PBA may proceed to Arbitration in accordance with the terms specified within this Agreement.

If at any time in the above described procedure the City does not respond within the prescribed time limits, the Grievance shall automatically proceed to the next step. If the employee and/or PBA do not adhere to the time limits set forth herein, the Grievance will be deemed dropped and will not be actionable.

The Association is authorized by the members covered in this agreement to enter into the settlement of grievance disputes on their behalf.

Time limits in this Grievance Procedure Article may be extended upon mutual, documented (i.e. written) consent of the parties.

Nothing in this Article precludes an employee from electing to use the City's Appellate Process procedure. However, once the choice is made, the employee cannot use both procedures for one set of facts and circumstances.

PBA representatives may investigate or otherwise handle Grievances during working time, as long as there is no unreasonable interference with the operational needs of the City. However, the City

shall not be obligated to pay employees for time spent in preparing for or attending Arbitration proceedings as articulated within this Agreement.

No employee shall suffer any retaliation for exercising their rights under this Agreement Article.

ARTICLE 29

ARBITRATION

In the event a Grievance has not been settled under the Grievance Procedure Article in this Agreement, the PBA shall have the right to Arbitrate said Grievance as herein provided:

1. A demand for Arbitration shall be made in writing within thirty (30) calendar days from and after receiving the City Manager's (or designee's) answer.

2. Within ten (10) business days of either party requesting Arbitration the parties may mutually agree on the selection of an Arbitrator. In the event that the parties cannot mutually agree on the selection of an Arbitrator within ten (10) business days of the Arbitration request, the party seeking Arbitration shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list, with the PBA striking first, and the remaining name shall be the Arbitrator.

3. The Arbitrator shall promptly conduct the hearing on the Grievance at which both parties shall be permitted to give evidence and argument. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on all parties. In addition:

    a. The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

    b. The Arbitrator shall have no authority to determine any issue not expressly submitted to the arbitrator.

    c. The Arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement at issue in the Grievance.

4. The Arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

    a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at the regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the Grievance under consideration and in no event more than the time limits permitted for initiation of the Grievance.

    b. The award shall not exceed the actual loss to the grievant, will not include non-economic compensatory or punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

In the event issues of arbitrability of the Grievance arise, the Arbitrator shall hear the issues of arbitrability before proceeding to the merits of the case. However, there shall be only one proceeding, unless otherwise requested by the Arbitrator, and the issues of arbitrability of the Grievance and merit shall not be bifurcated into two separate proceedings.

The costs of the Arbitrator and of the Arbitration, including a court reporter and any transcript of the Arbitration, shall be borne equally by both parties.

ARTICLE 30

STRIKES AND LOCKOUTS

The PBA agrees that during the life of this Agreement there shall not be any strikes within the meaning of Section 447.203(6) Florida Statutes, including sympathy strikes, honoring of picket lines, the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or in response to a City filed charge of an Unfair Labor Practice. This provision shall not be construed to prohibit activities that are legally protected.

The City agrees during the life of this Agreement that it will not lock out employees from reporting to work.

It is the intent of the parties that either may have full and immediate resort to the courts to secure enforcement of this Article. Therefore, upon proof of a violation of this Article, any court of competent jurisdiction may issue a temporary restraining order and/or an injunction enforcing this Article as the parties agree any violation of this Article would and will cause irreparable injury.

ARTICLE 31

LAYOFF AND RECALL

The City shall notify the PBA no later than thirty (30) days prior to any decision to lay off any employee covered under this Agreement.

Employees shall be laid off in the inverse order of departmental seniority, except as limited below.

The City shall consider, but not be bound by, the following factor:

- Prior formal education and certifications relevant to the job.

If the foregoing factor is deemed substantially equal between two or more employees, date-of hire seniority will control.

Employees will be selected for recall based upon prior formal education, certifications, and departmental seniority.

ARTICLE 32

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, it is understood that both the City and PBA waive their right to modify, amend, or add to the terms of this Agreement except by mutual consent and that the terms of this Agreement constitute a complete understanding between the parties. However, amendments to this Agreement, if mutually agreed to by both parties hereto, may be made at any time, provided such amendments are reduced to writing, signed by the authorized representatives of the parties and submitted to ratification as required by law.

ARTICLE 33

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 34

WINTER HAVEN POLICE OFFICERS' PENSION PLAN
MUTUAL CONSENT FOR USE OF STATE PREMIUM TAX REVENUES

The parties acknowledge that an election by the Winter Haven Police Officers' Pension Plan membership was held from March 8, 2016 to March 15, 2016 to determine the use of State Monies as it relates to the Police Officers' Pension funding. The members of the Plan voted to allow the City to use the Reserve State Monies to pay down the Unfunded Actuarial Liability and to use future State Monies to fund the benefits that are currently in place.

Pursuant to Chapter 2015-039, Florida Statutes, the parties to this agreement Mutually Consented to utilize all available Florida Statutes Chapter 185 State Premium Tax Revenues, including any and all monies in the Excess State Monies Reserve and any and all future State funding attributable to the Winter Haven Police Officers' Pension Plan.

ARTICLE 35
EMPLOYEE COMPENSATION AND WAGES

Compensation for members of the bargaining unit will be administered in accordance with City Policy and WHPD General Order Number 22.1 (Compensation, Benefits and conditions of work). The Association agrees to support the City's goal of paying all overtime in lieu of granting compensatory leave, unless the budget precludes payment of overtime. Any other time or leave taken will not be considered hours worked for the purposes of overtime computation.

The Performance Compensation Step Plan (Plan) was established October 1, 2021, and shall remain in effect throughout the duration of this Agreement. The Plan provides all City employees an opportunity to achieve a pay adjustment to the next step within the pay grade if the employee receives a satisfactory performance evaluation or better. The adjustment would occur on the employee's anniversary date. Should an employee not achieve a satisfactory performance rating or better, the employee will be placed on a Performance Improvement Plan (PIP) and will not be eligible for a pay adjustment to the next step within the pay grade until their next anniversary date, assuming the employee completes the PIP requirements.

When an employee receives a PIP, the employee will be placed on a six (6) month probationary period and advised of their performance deficiencies and be provided a plan of action to aid in achieving a satisfactory, or better, performance evaluation. During the six (6) month probationary period, the employee will be re-evaluated, and if at the end of the six (6) month probationary period the employee has received a satisfactory evaluation, the employee will be released from probation but will not receive a pay adjustment. If the employee has not fulfilled the PIP and does not receive a satisfactory evaluation at the end of the six-month probationary period, the employee may be dismissed.

The following demonstrates what the Plan's pay adjustment will be for the next three years:

Fiscal Year 24/25	2.5% Employee Pay Adjustment
Fiscal Year 25/26	2.5% Employee Pay Adjustment
Fiscal Year 26/27	2.5% Employee Pay Adjustment

On each five (5) year increment anniversary, the employee will have a performance-based opportunity to receive a 3.5% pay adjustment for that year only then return to the normal performance-based step schedule.

Section 1 – New Officers

Effective October 1, 2024, the starting salary for the position of a Police Officer shall increase by $3,016 annually. The hourly increase shall reflect the number of hours scheduled to work and the number of hours of the twelve (12) observed holiday benefit (Article 14). (Patrol is scheduled to work 2,184 annual hours and receive 144 annual observed holiday hours, for a total of 2,328 hours. $3,016 / 2,328 = $1.30 / hour increase, for a new hourly rate of $26.08.)

Effective October 1, 2024, the starting salary for a newly promoted Police Sergeant shall increase by $3,224 annually. The hourly increase shall reflect the number of hours scheduled to work and the number of hours of the twelve (12) observed holiday benefit (Article 14). (Patrol is scheduled to work 2,184 annual hours and receive 144 annual observed holiday hours, for a total 2,328 hours, $3,224 / 2,328 = $1.39 / hour increase, for a new hourly rate of $32.75 / hour.) (Rounding up for the benefit of the employee).

Effective October 1, 2025, the base pay for starting Police Officer shall be adjusted five percent (5%), to $27.38 / hour.

Effective October 1, 2025, the base pay for starting Sergeant shall be adjusted five percent (5%), to $34.39 / hour.

Effective October 1, 2026, the base pay for starting Police Officer shall be adjusted three percent (3%) to $28.20 / hour.

Effective October 1, 2026, the base pay for starting Sergeant shall be adjusted three percent (3%), to $35.42 / hour.

Section 2 – Incumbent Staff

Effective October 1, 2024, all full-time incumbent Sergeant and Officers shall receive an annual wage increase in the amount of $3,224.

Sergeants and Officers assigned to Patrol who work a bi-weekly schedule of eighty-four (84) hours per pay period, shall receive an hourly increase of $1.39, which includes the twelve (12) observed holiday hour benefits of one hundred forty-four (144) hours annually. (Patrol is scheduled to work 2,184 annual hours and receive 144 annual observed holiday hours, for a total of 2,328 hours. $3,224 / 2,328 = $1.39 / hour increase.)

Sergeants and Officers assigned to Detectives and Motors who work a bi-weekly schedule of eighty-two and a half (82.5) hours per pay period, shall receive an hourly increase of $1.50 which includes the twelve (12) observed holiday hour benefits of ninety-nine (99) hours annually. (Detectives and Motors are scheduled to work 2,145 annual hours, which includes the 99 annual observed holiday hours, for a total of 2,145 hours. $3,224 / 2,145 = $1.50 / hour increase.)

Effective October 1, 2025, all bargaining unit members shall receive a six percent (6%) pay adjustment to their hourly rate of pay.

Effective October 1, 2026, all bargaining unit members shall receive a three percent (3%) pay adjustment to their hourly rate of pay.

Section 3 – Additional Compensation

1. Bargaining Unit members who are assigned as Field Training Officers/Sergeants shall be compensated at the rate of $25 for each Daily Observation Report (DOR) completed. This shall be a flat rate and will factor into a member's overtime.

2. Shift Differential is established for bargaining unit members. Members assigned to a patrol night shift schedule shall receive $80.00 per fourteen (14) day pay period. Shift

differential shall be a flat rate and will factor into a member’s overtime. Members will earn shift differential while on approved leave.

3. Members assigned to the canine will be afforded a pay differential as follows:

    1. October 1, 2024, to September 30, 2025, $136.50 paid bi-weekly
    2. October 1, 2025, to September 30, 2026, $147.00 paid bi-weekly
    3. October 1, 2026, to September 30, 2027, $157.50 paid bi-weekly.

These rates shall be a flat rate and will factor into a member's overtime. The City shall provide bargaining unit members assigned to canine with all required equipment according to the Department General Order 41.3.

ARTICLE 36

PROMOTIONS

The promotional process shall be in accordance with WHPD General Order 34.1.

Sergeant:

The eligibility requirements to test for promotion to Sergeant are:

A. A minimum of five (5) years as a full-time law enforcement police officer with the WHPD. The Chief may grant a waiver of service time for employees who will fulfill the service requirement within the validity of the eligibility list.
B. Hold an Associate's Degree from an accredited college or university or possess a minimum of thirty (30) college credit hours towards an Associate's Degree and obtain an Associate's degree, or obtain sixty (60) college credit hours towards a Bachelor's degree or higher, from an accredited university or college within thirty-six (36) months after promotion. A Bachelor's degree is preferred.
C. If the Bargaining Unit member fails to obtain the sixty (60) college credit hours towards a Bachelor's Degree or higher or obtain an Associate Degree within thirty-six (36) months after promotion, the Bargaining Unit member MUST be demoted by the Chief. There are no waivers for this section.
D. Cannot be on disciplinary probation at the time of the testing process.
E. Completion of a FDLE CJSTC Line Supervision Course, or equivalent.
F. Active certification in law enforcement at the time the promotional exam is given.

Chief's Discretion:

The parties agree the Chief may make exceptions to the eligibility requirements listed in Item A in the above section if doing so would favor the employee.

Eligibility Lists:

Eligibility lists shall be valid for a period of two (2) years from the date the evaluation process is completed and official scores are released. If there are less than five (5) eligible persons remaining on the list, the City may call for another promotional process. Individuals who are still on the current eligibility list may choose to either participate in the new promotional process or request that their names be carried over to the new eligibility list. However, a carryover may occur only one time.

ARTICLE 37

DURATION – MODIFICATION - TERMINATION

Term:

This Agreement, upon its ratification by all appropriate parties, shall become effective on October 1, 2024, and shall remain in full force and effect until 12:00 o'clock midnight on the 30th day of September 30, 2027.

Prior to October 1, 2025 and 2026, the parties agree to reopen the Agreement for the purpose of negotiating wages and up to two (2) articles.

Notices:

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the attention of the City Manager at P.O. Box 2277, Winter Haven, Florida 33883-2277. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

Emergencies:

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 2026.

FLORIDA POLICE BENEVOLENT ASSOCIATION, Inc.

By: _____
George Corwine
Chief Labor Negotiator

Date: _____

CITY OF WINTER HAVEN, FL

By: _____
T. Michael Stavres
City Manager

Date: _____

Appendix A

PBA COLLECTIVE BARGAINING AGREEMENT GRIEVANCE FORM

Step 1 2 3 (Circle One)

Date Submitted:

Employee's Name: Rank:

Business Telephone: Bargaining Unit:

Badge Number:

NATURE OF GRIEVANCE:

(involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED:

SECTION OF AGREEMENT: (which has allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED - Name of My Representative:

Business Telephone:

SIGNED: Date:
(By Representative or Employee)

SUBMITTED TO: Name

SIGNED:_____ Date: _____

(If space is insufficient to write complete information, attach a separate sheet.)

DATE: November 10, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Vance Monroe, Chief of Police
Greg Goreck, Deputy Chief of Police
Shawn Dykes, Human Resources Director

SUBJECT: Police Benevolent Association, Inc. and City of Winter Haven Collective Bargaining Agreement – Initial Collective Bargaining Agreement for Police Lieutenants (2026 – 2027)

BACKGROUND

In accordance with Certification Number 2186 issued by the Florida Public Employees Relations Commission (PERC) on August 14, 2026, the Florida Police Benevolent Association, Inc. (PBA) became the sole exclusive bargaining agent for probationary and regular full-time employees of the City of Winter Haven classified as Police Lieutenants.

This certification established a new bargaining unit, separate from the City's existing PBA bargaining unit representing Police Officers and Police Sergeants.

On October 2, 2026, the PBA negotiating team, represented by Chief Negotiator George Corwine, and the City's negotiating team, represented by Labor Attorney Greg Hearing, met to negotiate the terms and conditions of employment applicable to the newly established bargaining unit. This was the first and only negotiation session held to establish the initial Collective Bargaining Agreement (CBA) for Police Lieutenants.

The tentatively agreed upon CBA is a one-year agreement covering October 1, 2026 through September 30, 2027. The agreement recognizes the bargaining unit and establishes provisions addressing access to premises; union dues deductions; bulletin boards; non-discrimination; prevailing and management rights; a labor management committee; personnel records; seniority; hours of work, overtime, and payment means; extra duty employment; court appearances and related duties; working in a higher classification; call back and subject to call; safety and wellness; personal property replacement; travel requests and expenses; agency assigned vehicles; internal investigations; discipline and discharge; grievance and arbitration procedures; strikes and lockouts; and layoff and recall.

Holiday and leave benefits, insurance benefits, and education assistance and related incentive programs established within the CBA will be administered in accordance with the City's Personnel Policy and Procedures Manual and applicable Winter Haven Police Department General Orders.

The agreed upon compensation provisions include the following:

- Effective October 1, 2026, the starting hourly rate for a Police Lieutenant will increase three percent (3%), establishing minimum hourly rates of $40.76 for Patrol Lieutenants and $41.50 for Lieutenants assigned to an administrative schedule.
- Effective October 1, 2026, all incumbent bargaining unit members classified as Police Lieutenants will receive a three percent (3%) adjustment to their hourly rate of pay.
- The agreement establishes additional compensation provisions for Field Training Lieutenants and Lieutenants assigned to Patrol night shifts.

On October 20, 2026, a member ratification vote was conducted to confirm approval of the tentatively agreed upon Collective Bargaining Agreement. Of the six (6) bargaining unit members, five (5) ballots were cast, all in favor of the agreement as presented.

FINANCIAL IMPACT

The economic provisions of the Collective Bargaining Agreement are funded within the City's approved FY2026-27 operating budget.

STRATEGIC PLAN ALIGNMENT

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

RECOMMENDATION

Staff recommends that the City Commission approve the initial 2026 – 2027 Collective Bargaining Agreement between the City of Winter Haven and the Florida Police Benevolent Association, Inc., representing Police Lieutenants and authorize the City Manager to execute the Collective Bargaining Agreement and take all necessary actions related thereto.

ATTACHMENT

- Collective Bargaining Agreement 2026 – 2027 for Police Lieutenants

Collective Bargaining Agreement

Between

West Central Florida Police Benevolent Association

A Chapter of the
Florida Police Benevolent Association

and the

City of Winter Haven

A Municipality of the State of Florida

October 1, 2026 to September 30, 2027
Police Lieutenants

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Appendix A	Grievance Form

PREAMBLE

THIS AGREEMENT is entered into as of this 1st day of October 2026, between the CITY OF WINTER HAVEN, FLORIDA, hereinafter referred to as the "City" and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA." It is the intent and purpose of this Agreement to promote harmonious relations between the City and its represented employees and to assure sound and mutually beneficial working and economic relationships between the parties. It is the further intention of the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of work, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which affect the health, safety, and welfare of the public and both parties hereto recognize the need for continuous service to the public.

ARTICLE 1

Office of Director of Public Safety

For the purpose of this Agreement any and all references to Deputy Police Chief and/or Director of Public Safety, shall be deemed and construed the same as the Police Chief.

ARTICLE 2

RECOGNITION

In accordance with Certification Number 2186 issued by the Florida Public Employees Relations Commission August 14, 2026, the City hereby recognizes the Florida Police Benevolent Association, Inc. (PBA) as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for probationary and regular fulltime employees of the City of Winter Haven working within the following classifications:

- Police Lieutenant

All other employees of the City of Winter Haven are excluded from the PBA Bargaining Unit.

In the event the City decides to eliminate an existing Bargaining Unit job classification, it will notify the PBA thirty (30) days in advance of its decision. Upon request, the City will meet with the PBA to bargain the decision to eliminate a covered job classification. Failure of the parties to reach agreement will result in impasse, which shall be resolved in accordance with the impasse procedures provided by the Florida Public Employees Relations Act.

ARTICLE 3

REPRESENTATIVES OF PARTIES

The City agrees that during the term of this Agreement, it shall deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA's authorized representatives for this purpose are PBA Officials, including the West Central Florida PBA President, or their designee, and Florida PBA Chief Negotiator, or their designee.

The PBA likewise agrees that during the term of this Agreement, the PBA will deal with representatives that the City designates within five (5) business days of the ratification of this Agreement.

For purposes of direct communication regarding the Grievance Procedure articulated herein, the City acknowledges that the PBA shall select two Grievance Representatives, and two Alternates, and shall furnish the names to the City. The PBA shall notify the City Human Resources Manager if there are any changes in Grievance Representatives and Alternates.

The Grievance Representatives and/or Alternates may investigate or otherwise handle Grievances during working time as long as there is no unreasonable interference with the operational needs of the City.

The Grievance Representatives and/or their Alternates may communicate with the City and its representatives. The City shall provide sufficient copies of applicable written communications to the Grievance Representatives and/or Alternates, who are responsible for providing the same to the PBA officials.

ARTICLE 4

ACCESS TO PREMISES

The City agrees that designated representatives of the Association shall have access to the premises of the City that are available to the public. If any area of the City's premises is restricted to the public, permission to enter such areas must be requested of the Public Safety Director, Deputy Police Chief or designee who shall have the discretion to assign an escort to accompany the representative(s) of the Association. Such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee(s) and shall be restricted to matters related to the application of this Agreement, proceedings governed by Sections 112.532, .533 .534 and .536, Florida Statutes, and proceedings governed by Chapter 86-342, Laws of Florida.

ARTICLE 5

DUES CHECK OFF

The City will deduct from regular biweekly payroll checks dues owed by the employee to the PBA provided that prior to said deduction being made the PBA has provided the City with a signed authorization form from each employee whose dues are to be deducted to confirm that such deduction is authorized. Deductions will be forwarded to the PBA within ten (10) business days of said deduction made.

Any authorization for dues deduction may be canceled by the employee upon thirty (30) calendar days' written notice to the City and the PBA.

The PBA agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, other forms of liability or expenses in connection with or that may arise out of, or by reason of, action taken by the City on account of payroll deduction of PBA dues.

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty, fee, or special assessment.

If an employee's net earnings after deductions for federal withholding tax, social security, retirement, medical insurance, credit union and prior deductions are not sufficient to cover dues deductions, or at any time an employee is on unpaid leave status, the deductions will not be made. Rather, it is exclusively the PBA's responsibility to collect non-payroll deduction dues or any employee dues in arrears.

ARTICLE 6

BULLETIN BOARDS

The City agrees to provide space for one (1) bulletin board placed conspicuously in a work area in the Police Department, the location of which will be mutually agreeable. PBA, at its expense, may install one (1) bulletin board not to exceed twelve (12) square feet in each station. All costs in preparing and posting PBA notices will be borne by the PBA.

All materials to be posted on said bulletin board must be related to official PBA business and will be limited to meeting notices and announcements, PBA sponsored social events and activities, election notices, meeting minutes and similar informational announcements regarding PBA business.

No material, notices, or announcements will be posted which contain anything that may reasonably be deemed offensive, defamatory, or obscene, that reflects adversely upon the City, its independent contractors, employees, or any labor organization among its employees, or which has the potential to cause disruption or impair the operational efficiency with the unit or among employees.

Copies of any material posted must be initialed by the PBA elected representative and approved for posting in advance by the Public Safety Director and Deputy Police Chief. Any documents posted on the bulletin board which are not initialed will be removed by the Public Safety Director, or in his absence, the Deputy Police Chief. If a document is removed by the City, the PBA representative will be notified. The Public Safety Director's decision whether to approve a particular posting is at his/her sole discretion and is not subject to appeal.

ARTICLE 7

NON DISCRIMINATION

The City and PBA agree not to discriminate against any Bargaining Unit employee for their lawfully protected activity under the Public Employee Relations Act on behalf of the PBA; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, gender, disability, marital status, or Veteran status.

The City and PBA acknowledge that nothing in this article precludes or prevents an employee from exercising any and all of the employee's local, state and federal civil rights in any and all local, state, and federal administrative and judicial forums.

ARTICLE 8

PREVAILING RIGHTS

Nothing in this Agreement shall be construed as abridging, amending, or waiving any rights, benefits or perquisites presently covered by statutes, existing rules or regulations recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement.

Said rights, benefits or perquisites which pertain to subjects of bargaining, which are negotiable under the provisions of Chapter 447, Florida Statutes, shall not be modified or terminated except by agreement of the parties.

ARTICLE 9

MANAGEMENT RIGHTS

Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay-off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, demote, discharge or otherwise discipline employees for just cause; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

In the event the City considers subcontracting any or all of the work covered by this Agreement, it shall provide the PBA a ninety (90) day notice of its intent and, upon request from the PBA, commence Bargaining over the effect thereof. However, after thirty (30) days have passed from the time bargaining commences, the City shall be free to issue a Request for Proposal although it shall still continue to bargain over the effect. If the parties fail to reach agreement on the impact of the subcontracting decision, the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employees Relations Act.

ARTICLE 10

LABOR MANAGEMENT COMMITTEE

The City and the PBA will each appoint three (3) individuals to a Labor Management Committee which, upon the request of either party, will meet no more than three times per year, unless both the Association and the City mutually agree otherwise, at a mutually agreeable time and place, and during regular business hours.

The parties agree that these meetings should not be construed as, and do not constitute negotiations, but rather are for the purpose of informally discussing various issues arising out of the Bargaining Unit employees' employment with the City.

Accordingly, the provisions of Florida law relating to negotiations are not applicable to meetings of the Labor Management Committee.

ARTICLE 11

CITY POLICIES AND PROCEDURES

City policies and procedures, including the City of Winter Haven Personnel Policy and Procedures Manual and all Winter Haven Police Department General Orders in effect at the time this Agreement is ratified are hereby incorporated by reference into this Agreement.

Where there is a conflict between these policies and procedures and the express terms of this Agreement, this Agreement will prevail. Where this Agreement is silent, the City's policies and procedures will prevail. If the parties are unable to agree on whether the City's Personnel Policy and Procedures Manual and Winter Haven Police Department General Orders, or any provision therein, is in conflict with this Agreement, the party's inability to agree shall be subject to the Grievance/Arbitration Articles in this Agreement.

In the event a contemplated change is to be made, at least ten (10) calendar days prior the City shall provide written notice of such proposed change to the PBA designated representative. If the PBA does not reply within a period of no later than ten (10) calendar days thereafter, the contemplated change will be made. If within ten (10) calendar days the PBA so requests, the City will bargain over the impact and/or effect of such change(s) on Bargaining Unit employees. If the parties fail to reach agreement on the impact of such change(s) the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employee Relations Act.

In the event a change in Police Department General Orders is ordered at the time of accreditation review and/or inspection, and provide said change is predominantly verbiage only and of no impact on employees, notice of the change will be provided to the PBA no later than ten (10) business days thereafter.

ARTICLE 12

PERSONNEL RECORDS

There shall be only one official personnel file for each unit member and the Human Resources Division shall retain each Employee's official personnel file and said retention shall be maintained in accordance with established public records laws. All employees will be able to view their personnel file during normal office hours (in the presence of an administrative staff member).

Employees are encouraged to periodically review their respective personnel files to ensure that information contained therein is accurate and current. Members may request that documents be added to their personnel files, include information pertinent to certifications, employment, and job performance, to include material items from third parties. The granting of said request shall be at the discretion of the Human Resources Division Manager. If the request to add documents is not granted, the employee will have the opportunity to meet with the Human Resources Division Manager and the Public Safety Director, or his or her designee, for a second review and consideration.

All members shall be notified of anyone requesting to view their records. The release of any information to employees or others will be in accordance with any related prevailing Florida Statutes.

The home address, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the names, home addresses, telephone numbers, social security numbers, photographs, dates of birth, and places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel are exempt from disclosure under the Public Records Law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose. In addition, the City agrees that in cases where public records requests are made for a member's e-mail, the City will redact any aforementioned personal information as well as preclude non-work related e-mails to be released to the public as provided for in Chapter 119, Florida Statutes.

ARTICLE 13

SENIORITY

Newly promoted employees shall be considered probationary until after twelve (12) months of employment and until a favorable, approved performance evaluation has been received and an official change in classification from probationary to regular has been enacted by the City. At the end of the probationary period, newly promoted employees will be placed on the seniority list and their seniority will be retroactive to the date of promotion and then date of hire.

An employee shall lose all accumulated seniority if:

- The employee voluntarily quits;
- The employee is discharged and not reinstated under the Grievance/Arbitration Procedures;
- The employee has been continuously laid off for a period of twelve (12) months;
- The employee fails to return to work within ten (10) calendar days after a letter notifying the employee to return to work has been sent by the City by registered mail to the employee's last known address;

In the event an employee who has lost accumulated seniority is subsequently rehired by the City, the employee shall be considered a probationary employee for the purposes of this Agreement.

At the request of the PBA, and within ten (10) workdays thereof, the City shall prepare and present a seniority list that will include the employee name, date of hire, current job classification, and rate of pay. If the PBA believes the list is not correct, the PBA will have ten (10) work days after receiving the list to present to the City a written objection regarding the correctness of the list.

Seniority will be utilized during the Patrol shift bidding process.

ARTICLE 14

HOURS OF WORK, OVERTIME, AND PAYMENT MEANS

Hours of Work:

The established work cycle for law enforcement employees is fourteen (14) days, with the allowable work hour threshold for the purposes of determining overtime being eighty-six (86) hours, per the Fair Labor Standards Act (FLSA). There are twenty-six (26) fourteen (14) day work cycles in one year.

The daily time schedule for Patrol Lieutenants assigned to Patrol is twelve (12) hours; this accounts for (12) compensable work hours a day and a paid lunch. Within a fourteen (14) day work cycle, the scheduled time equates to eighty-four (84) work hours.

The daily time schedule for Patrol Lieutenants assigned to an administrative schedule is eight and a half hour (8.50) day with a thirty (30) minutes is unpaid. Within a fourteen (14) day work cycle, the scheduled time equates to eighty-five (85) work hours.

Personnel assigned to the Drug Task Force (TFO) will work a fourteen (14) day work cycle, the equivalent of eighty (80) hours in a bi-weekly pay period.

In the event a change in the work cycle or daily time schedule is contemplated, at least thirty (30) days prior the City shall provide written notice of such proposed change to the PBA. If within ten (10) days of receiving the notice the PBA declines to respond to same or does not request to bargain over the impact and/or effect of the change, the contemplated change will be enacted and effective on a date of the City's choosing.

Overtime:

The FLSA requires that sworn law enforcement employees who work in excess of eighty-six (86) hours during a fourteen (14) day work cycle are to be paid the excess hours worked at the overtime rate, which shall be time and one-half the regular rate of pay.

Sworn law enforcement employees assigned to the TFO who work in excess of eighty (80) hours during a fourteen (14) day work cycle will be paid the excess hours at their overtime rate.

Patrol Lieutenants who work in excess of eighty-six (86) hours in a fourteen (14) day work cycle will be paid the excess hours at their overtime rate.

Regardless of the total number of hours worked in a fourteen (14) day work cycle, members required to work on an actual holiday or City observed holiday shall be paid at the rate of time and one-half their hourly pay rate for hours worked. If a member is required to work both the City observed and actual holiday, the member shall be paid at the time and one-half hourly rate for hours worked on the actual holiday only. For work cycles in which a member works overtime, the extra half-time premium for work on an actual or observed holiday shall not be included when determining the member's regular rate.

For the purpose of computing overtime, holidays, annual leave, sick leave or other leave benefit, time will not be considered time actually worked on the job.

Overtime must be authorized and will only be directed when it is in the interest of the City and the most practical and economic way of meeting workloads or deadlines. Overtime must be approved in advance of it being worked and may only be approved by the Police Chief, Police Captain, and Police Lieutenant or designated Officer in Charge.

Payment Means:

Bargaining Unit employees will be compensated bi-weekly, every fourteen (14) days.

ARTICLE 15

EXTRA DUTY EMPLOYMENT

All extra duty employment shall be administered in accordance with WHPD General Order 22.3, Off Duty and Extra Duty Employment.

Members shall have full access and be allowed to sign up for extra duty details when the extra duty details are posted.

When members of any rank work an extra duty detail for a requesting third party, the member will be compensated the same rate the requesting third party is invoiced for this service which is:

Non-Supervisory Rates

1. The Standard Extra Duty rate will be forty dollars ($40) per hour with a three (3) hour minimum.

2. The Premium Extra Duty rate (Holiday Rate) will be fifty dollars ($50) per hour with a three (3) hour minimum.

3. The Urgent Extra Duty Rate (details that are scheduled with five (5) calendar days or less) will be sixty ($60) per hour with a three (3) hour minimum.

Supervisory Rates (applicable when the detail requires a supervisor due to the number of personnel working the detail).

1. The Standard Extra Duty rate will be forty-five dollars ($45) per hour with a three (3) hour minimum.

2. The Premium Extra Duty rate (Holiday Rate) will be fifty-five dollars ($55) per hour with a three (3) hour minimum.

3. The Urgent Extra Duty Rate (details that are scheduled with five (5) calendar days or less) will be sixty-five ($65) per hour with a three (3) hour minimum.

ARTICLE 16

COURT APPEARANCES AND OTHER COURT DUTIES

Court appearances and other court duties required of an employee as the result of a matter arising out of the employee's performance of duties and responsibilities for the City, which occur when the employee is off-duty (i.e. not during an employee's regular assigned shift at work) shall be compensated in the following manner:

1. Employees shall receive a minimum of two (2) hours pay inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court.

2. If an employee has more than one court appearance or related duty to attend to on the same day, any court time that falls within the same two (2) hours will not entitle the employee to any extra compensation. Should a court related appearance or related duty exceed two (2) hours, the employee will be paid for all time the employee is required to be present.

3. If an employee is on approved leave and is summoned to court, the employee will be compensated in the manner described herein, and leave hours will not be charged to or deducted from the employee's accrued leave account. The payment of accrued leave and court time for the same period of hours shall not be permitted.

4. If while off duty an employee receives a telephone call relating to a covered court time event, which is a minimum of fifteen (15) minutes or greater in duration, the employee shall be paid for the time spent on the telephone call. Telephone calls of less than fifteen (15) minutes are agreed to be de minimis and shall not be compensated. Claims of compensation for telephone calls must include sufficient information (i.e., date, time, duration and other party to call) so as to allow for verification.

5. Court time will be paid at the employee's regular hourly rate unless the employee meets

the overtime threshold within the meaning of the Fair Labor Standards Act. For the purposes of computing overtime, court time incurred when the employee is not on duty during an assigned shift will be considered regular hours worked.

ARTICLE 17

WORKING IN HIGHER CLASSIFICATION

Eligibility:

If management directs a Patrol Lieutenant to work in a higher classification for a work period of twenty-eight (28) days or longer, the affected employee's hourly rate of pay shall be adjusted to the minimum base hourly rate of the higher classification or the employee's hourly rate of pay shall be increased five percent (5%), whichever is greater, and the adjusted hourly rate shall be retroactive to the first day of the assignment to the higher classification.

Return to Regular Rate:

A Patrol Lieutenant being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their previous regular rate of pay when the period of temporary employment in the higher class ends.

Promotional Probationary Period and Time in Grade:

If a member serves as an "Acting Captain" immediately contiguous to being promoted to the rank of Captain, the time served in the acting capacity will be counted towards their promotional probationary period and their time in grade.

ARTICLE 18

CALL BACK AND SUBJECT TO CALL

Call Back:

An employee who completes their regular workday or shift and is called back from off City premises to work and/or assist in an emergency will receive a minimum credit of two (2) hours. The employee shall be considered on-duty for the full two hours and compensated for all hours worked in excess of that period.

Call back pay shall be paid at the employee's regular hourly rate unless the employee has actually worked hours in the work period to be eligible to be paid at the overtime rate. If the call out is cancelled prior to the employee's arrival at the scene, the employee shall receive two (2) hours paid at the regular hourly rate.

If an off-duty employee is called back to work on a City observed holiday, the minimum two (2) hours pay, and any time worked in excess of the two hours that day, will be paid at the overtime rate regardless if the member does not work the required number of regular hours in the work period.

Should an employee on approved leave be called back to work the employee will receive compensation as defined herein, for each day called back, and a comparable number of hours actually worked will not be charged to or deducted from the employee's accrued leave account. The payment of both leave pay and call back pay for the same hours will not be permitted.

Subject to Call:

Employees informed in advance by their supervisor that they will be subject to being called into work on a non-scheduled workday or City authorized holiday will be paid $75.00 for each applicable subject to call day.

The $75.00 subject to call pay on a non-scheduled workday will not be deemed a part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

Employees informed in advance by their supervisor that they will be subject to being called into work after-hours on a workday will be paid $35.00 for each applicable subject to call day.

The $35.00/$75.00 subject to call on a scheduled, non-scheduled workday or holiday will not be deemed part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

The $75.00 subject to call on a non-scheduled workday or holiday will not be deemed part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

In addition to the $75.00, employees subject to call on a non-scheduled workday who are actually called in to work shall receive Call Back time in accord with and as defined above.

ARTICLE 19
SAFETY AND WELLNESS

Personal - Workplace Safety:

The City and PBA agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

Through the development and implementation of current and new standard operating procedures and safety rules, along with the provision of safety clothing and protective devices, the City shall make a reasonable effort to ensure the safety and health of each employee during the hours of employment.

Employees are required to observe and adhere to all standard operating procedures and safety rules promulgated for their protection. Employees are required at all times to use all appropriate safety clothing and protective devices made available by the City. Each employee shall also immediately report to their supervisor or manager in charge any unsafe practice or condition of which they are aware, regardless of whether a third party is involved.

An employee who neglects or fails to observe and adhere to all standard operating procedures and safety rules, and use City provided safety equipment, may be subject to discipline, if the employee's failure was purposeful and neglectful, up to and including discharge, and may incur a loss or reduction of workers' compensation benefits if injured.

Vehicle Safety:

The parties agree that all fleet vehicles will be maintained in accordance with applicable WHPD General Orders and in accordance with preventive maintenance standards and schedules established by the City's Fleet Maintenance Division.

Firearms Safety:

In order to promote safety in the use of firearms by bargaining unit employees, the Parties agree members of the bargaining unit will be given the opportunity to qualify in accordance with applicable WHPD General Orders.

Safety Committee:

The PBA will, upon request, be allowed one (1) Bargaining Unit member to serve on the City Safety Committee with the understanding that meetings will be held monthly during regular business hours. Moreover, provided work unit operations are not unduly hampered, or in the event the designated member is not on authorized leave, meeting attendance will be mandatory.

Wellness:

The City will continue to encourage the wellness and good physical conditioning of sworn law enforcement personnel.

A gym facility at WHPD headquarters will be provided. When call load allows, and with supervisor approval, members may work out in lieu of their meal break at the WHPD facility or a commercial fitness facility. The allowable work out period is forty-five (45) minutes inclusive of pre and post work-out changing times.

A member working out is subject to be called back into service at any given time and shall monitor the radio, or agency issued cell phone, during the workout period. Workout times should be chosen during non-peak call load times.

To further promote good physical conditioning and reward for same, Bargaining Unit members are afforded the opportunity each year to participate in a Physical Readiness Incentive Program administered in accordance with General Order 22.4. Participation in this Program is voluntary.

Random Drug Testing

Under the City's Drug-Free Workplace Policy, effective October 1, 2023, employees (Sworn Officers) within the bargaining unit who are considered to be in a safety sensitive position and

who perform safety sensitive functions shall be subject to random drug and alcohol testing as stated within the City's Personnel Policy and Procedures Manual, Section 8.17 Drug-Free Workplace and EAP.

At various times, the City shall randomly select bargaining unit members for unannounced drug testing. The selection shall be made by the use of a scientifically valid method, such as a computer-based random number generator that is matched with the employee's social security, payroll, driver's license, or other comparable identifying number. Each employee shall have an equal chance of being tested under the selection process used, and may be tested more than once, depending on the frequency that he is randomly selected.

1. The bargaining unit may designate a representative to view any part of the random selection process, and the City will provide upon request any additional information relating to the computer-generated selection programs. At no time during this review process will access be allowed to the actual names of employees being selected for a prospective testing period.

2. The employee shall have the right to have present during the testing a representative of their choice, but the Department will not be required to wait for such representative to arrive. In the event that the employee's initial representative is unable to serve, they may choose another representative, but in no event shall the Department be required to wait.

3. If the employee randomly selected is not available on the day of random testing being conducted, the Police Chief and Deputy Police Chief will maintain the confidentiality of the employee's name until the employee returns to a scheduled work shift during a two-week period, at which time the testing process shall proceed. Documentation of the reason for the determination of the testing date (i.e. missed workdays) shall be completed by the Chief and Human Resources. If an employee is selected for random testing, the City will attempt to have the testing conducted during their normal shift hours. If the facility conducting the testing is not open during the employee's working hours, the employee shall visit the facility before or after their work shift on the same shift of being notified. Actual time spent to conduct the random testing along with the time spent traveling to and from the facility, or a minimum of two (2) hours, whichever is greater, shall be considered as

hours worked and shall not be flexed by the City.

4. Employees have the option of reporting substance abuse problems directly to the Employee Assistance Program, absent involvement or knowledge by City staff. Under these conditions, it is the employee's responsibility through consultations with the Substance Abuse Professional, to take the appropriate measures (i.e., abstinence from usage, approved leave, request for leave without pay, etc.).

5. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and shall be subject to discipline up to, and including, termination.

6. A positive drug test will be reported for any urine drug test which has been verified by the Medical Review Officer if the testing laboratory determines the specimen contains a drug (or metabolite) above the screening and confirmatory test threshold levels.

7. A negative drug test result will be reported for any urine drug test, which has been analyzed by the testing laboratory and found not to contain a drug (or metabolite) above the screening levels. A negative test result will also be reported for any urine drug test result which has been analyzed by the testing laboratory and found to contain a drug (or metabolite) above the screening and confirmatory test threshold levels, if the MRO subsequently determines the result is negative based on verification of prescription information or other acceptable verifiable explanations.

8. If an employee tests positive, the City shall inform the employee in writing of a positive test result, the consequences of the test result and any options available to them. Upon request of the employee, a copy of the test result will also be provided.

9. Within five working days after being notified of a positive confirmed test result, employee may submit written information to the City to contest the test result or explain why the result does not constitute a violation of the City's drug free workplace policy. If the challenge or explanation of the positive test result is unsatisfactory to the City, the employee will be provided written notice of the cause and reason for this determination.

10. Any employee who has been notified by the MRO of a confirmed positive drug test shall have one-hundred eighty (180) days in which to request a retest of the same specimen provided originally. If the employee makes a timely request, the MRO shall, in writing, direct the laboratory to provide the originally tendered specimen to another certified laboratory of the employee's choosing, for analysis. After receiving the written request and cost of the same from the employee for a retest of the original specimen, the MRO must immediately provide written notice to the laboratory that tested the original specimen to forward the same specimen to a second HHS certified laboratory documenting the date and time of the employee's request.

11. The cost of the additional laboratory analysis shall be borne by the employee; however, if the results of the original positive test are reversed (negative test), the City shall reimburse the employee for the second laboratory test. If the analysis of the specimen fails to reconfirm the presence of the drugs or drug metabolites found in the primary specimen, the MRO shall cancel the same/original specimen test and report the cancellation and reasons for it to the City, other applicable agencies and the employee. Samples that yield positive results on confirmation must be retained by the testing laboratory in properly secure, long-term frozen storage for at least three hundred sixty-five (365) days.

12. The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, employees should use extreme caution when using any non-prescription medication which carries a warning label that indicates that mental functioning, motor skills, or judgment could reasonably be impaired. When taking such medications employees should seek medical advice, as appropriate, before performing work-related duties, and shall first notify their supervisor or a designated supervisor within

the departmental chain of command, of any impairment which they may be experiencing.

13. When taking prescription medications, employees must seek specific advice from their physician that the substances in a prescription will not impair their mental functioning, motor skills, judgment, or their ability to perform their essential job functions. Before performing work-related duties, employees shall first notify their supervisor, or a designated supervisor within the departmental chain of command, of any actual or potential adverse effects which are occurring or which they have been advised may occur. Upon being notified of actual or potential adverse effects from the substances in a prescription, the supervisor notified by the employee shall be responsible for either reassigning the employee to non-hazardous work tasks where possible or requiring the employee to take leave consistent with City policy.

14. An employee who undergoes a random test and receives a confirmed positive test result shall be subject to the appropriate discipline up to, and including, termination. Any termination resulting from a confirmed positive test result shall be subject to Article 28 (Grievance Procedure) and Article 29 (Arbitration) of this Agreement.

15. In the interest of public and employee safety, and the professional image of City government, a police officer shall be subject to discipline up to, and including, termination from employment if found to be using any illegal controlled substances while on or off duty or if found to be illegally possessing, dispensing, or selling any controlled substances while on or off duty.

ARTICLE 20

LEAVE BENEFITS

For Bargaining Unit Employees, the City agrees to continue in effect the below listed leave benefit programs:

- Observed Holidays - New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve and Christmas Day.
- Annual Leave
- Sick Leave
- Personal Leave
- Bereavement Leave
- Court Leave
- Conference Leave
- Leave of Absence
- Family and Medical Leave
- Military Leave
- Domestic Violence Leave

Leave benefits listed herein shall be accrued and administered in accordance with provisions contained in the City's Personnel Policy and Procedures Manual, Section 5 Benefits and in accordance with WHPD General Order 22.1 (Compensation, Benefits and Conditions of Work).

Subject to eligibility and leave benefit accrual, Bargaining Unit employees also will be permitted to participate in the City's established Sick/Personal Leave Benefit Option (Sick Buy-Back) and Sick Leave sharing programs.

During the term of the Agreement, should the City deem it necessary to make improvements in leave benefit programs identified above, and currently provided, either party may reopen the

contract for the purpose of negotiating said changes. If the parties fail to reach agreement, the dispute will be resolved through the statutory impasse procedure provided for by law.

ARTICLE 21

INSURANCE BENEFITS

Medical and Dental:

The Parties agree that elective health and dental insurance benefits will be administered in accordance with WHPD General Order 22.1 and City Policy. The PBA acknowledges that the medical and dental insurance plan, coverage and contributory rates charged by the City to employees for elective insurance coverage benefits are set by City of Winter Haven.

Life Insurance:

The parties agree that the City will provide all regular fulltime Bargaining Unit members with $10,000 worth of life and accidental death and dismemberment (AD&D) insurance at no cost to the member. Bargaining members may, at their expense, choose to acquire additional, optional life insurance in an amount equal to their annual salary rounded to the nearest thousand dollars, up to a maximum of $50,000 through the City Plan; members who elect optional life insurance through the City Plan will be charged a premium that will be payroll deducted.

At the City's expense, and in alignment with Florida Statutes 112.19 and 440.16, a combined total of $250,000 worth of additional life insurance which serves as an in-the-line-of duty death benefit will be acquired and maintained for actively employed Bargaining Unit members who meet State Minimum Law Enforcement Standards. In the event of an in line of duty death, benefits will be administered in accordance with established law, General Order and City policy provisions.

ARTICLE 22

EDUCATION ASSISTANCE AND RELATED INCENTIVE

The Parties agree that career development and continuing education initiatives will be administered in accordance with WHPD General Order 33.2 and City Personnel Policy and Procedures Manual Section 5.19 Educational Assistance.

Accordingly, non-probationary, regular fulltime Bargaining Unit members can apply for financial assistance to voluntarily pursue a college degree, obtain vocational training and certifications or acquire necessary continuing education units. Financial assistance approval is contingent upon job or job promotional relatedness; the specific coursework, training or certification chosen and whether it is expected to enhance an employee's job knowledge, skills, and abilities, and be of value to the City.

Employees desiring education assistance reimbursement/advancement shall, in advance of the program beginning, submit a City of Winter Haven Education Assistance application to Police Administration requesting approval for program participation. If approved, the application will be forwarded to Human Resources for processing in accordance with City policy and education assistance guidelines.

The award of financial assistance, along with any subsequent incentive pay, is dependent upon available funding and the member fulfilling certain terms and conditions related to continuity of employment, submittal of receipts, acquisition of a specified grade, at least a "B," etc.

ARTICLE 23

PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this Article must be approved in advance by the City as being required by the employee to adequately perform the duties of his position.

Thereafter, an employee who, while on duty and acting within the scope of employment, and through no fault or negligence of their own, suffers the damage, destruction or loss of their watch, prescription glasses, or other personal property approved pursuant to the above paragraph will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

- The Agency has the option to decide whether a specific piece of property is repaired versus replaced;
- The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence; and
- The employee shall not be reimbursed more than the deductible if the item is covered by insurance.

An employee who wants to be reimbursed or have personal property repaired or replaced must:

1. File a written request and report detailing the circumstances under which the property was damaged, destroyed or lost; and
2. Document the amount expended to repair or replace such property.

After meeting the conditions described above, the City or designee shall authorize reimbursement not to exceed the following amounts:

- Watch – up to ($100)
- Prescription glasses not to exceed two hundred dollars ($200)
- Other Items - the City or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses

The City's obligation to reimburse Bargaining Unit members under this section shall not exceed five hundred dollars ($500) per Bargaining Unit member per annum.

ARTICLE 24

TRAVEL REQUESTS AND EXPENSES

Travel requests and expense practices shall be administered in accordance with the City's established Accounting procedures which may be amended from time to time. Any Bargaining Unit member who anticipates the need to travel outside of the county for a public purpose, especially in the case of overnight travel, must in advance prepare and remit to Police Administration the appropriate travel request forms. If the travel is authorized by the Police Chief, designee and the City Manager, reimbursement of travel expenses will be considered and limited to the following:

- Registration fees, if applicable
- Meals plus gratuities at authorized per diem rates
- Motel/Hotel expenses for single occupancy only unless two City employees on approved travel share a room
- Other travel related expenses approved by the City

As a general rule and when available, Bargaining Unit members will utilize agency issued vehicles for official travel when going out of town, in which case mileage will not be reimbursed. In the event circumstances warrant the Bargaining Unit member driving a privately-owned vehicle (POV), the reimbursement of mileage at the established, authorized rate will be reimbursed to the member.

All authorized travel reimbursement will be for receipted expenditures only accompanied by the proper forms and will be processed according to established accounting procedures.

ARTICLE 25

AGENCY ASSIGNED VEHICLES

Agency assigned vehicles and Bargaining Unit member use, care, custody and control of said vehicles shall be in accordance with General Order 16.4.

Bargaining Unit members who apply, meet the eligibility requirements and are assigned a City take-home vehicle will not be assessed a fee for the use of said vehicle provided the Bargaining Unit member resides within Polk County. Members who reside outside of Polk County may elect to participate in the take-home vehicle program if their county of residence is contiguous to Polk County and is within a one hour driving distance of the City of Winter Haven but will be charged a flat rate of $30 dollars bi-weekly for use of the vehicle. This flat rate shall be charged through payroll deduction.

The agency assigned vehicle may be used solely for official business, and extra-duty law enforcement employment; while operating the vehicle, the member shall be armed, monitoring their radio, and available to respond to emergencies. Personal use of the vehicle shall be restricted to use of the vehicle to and from classes and running errands which fall along the member's route to or from work, or during the member's travels while on duty.

Members who are on-call may use their assigned vehicle with no restrictions on personal use, within Polk County only, and only during the shift they are on-call. However, this extension of personal use applies only to the member; non-WHPD employees may not be transported.

Assigned vehicle privileges may be suspended or terminated at the discretion of the Chief of Police or designee and/or for a Bargaining Unit member's violation of any of the provisions of this Article, General Order 16.4, or City policy.

ARTICLE 26

INTERNAL INVESTIGATIONS

The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment.

Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Sections 112.532, 112.533, 112.534 and 112.536 Florida Statutes.

The parties agree that all internal investigations will be conducted in accordance with WHPD General Order number 26.1 (Disciplinary Procedures) and 52.1 (IA).

ARTICLE 27

DISCIPLINE AND DISCHARGE

The City shall have the ability to discharge any new hire probationary employee for any reason whatsoever. Such discharge shall not be subject to the Grievance Procedure provision of this Agreement.

The City may impose discipline, progressive or otherwise, or discharge any employee for any offense or violation of any City or department policy, rule, or regulation. Further, the City expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Florida State Statutes 112.532, 112.533, 112.534 and 112.536.

The parties agree that for the purpose of progressive discipline, previous incidents may be considered as long as the previous incidents occurred within twenty-four (24) months of the current incident.

The City shall endeavor to complete all disciplinary investigations as expeditiously as possible and shall, within thirty (30) days following the completion of an investigation, determine the disciplinary action, if any, that it proposes to administer.

All disciplinary appeals will be conducted in accordance WHPD General Orders 1.2 (Professional Conduct and Responsibilities), 26.1 (Disciplinary Procedures), 52.1 (Internal Affairs) and the appeals process provided for under the Laws of Florida, Chapter 86-342.

If an employee grieves a discipline, unless otherwise required by law, documents reflecting said discipline shall not be placed in the employee's personnel file until the Grievance Procedure, through Arbitration, has concluded.

Excepting progressive discipline and annual performance evaluation reviews, and without limiting the ability of the City to rely on prior offenses occurring within four (4) years of the offense at

issue as evidence in Arbitration proceedings, no employee shall be double disciplined for the same act or offense.

Discipline must be for just cause. At an Arbitration hearing, if the City proves by a preponderance of evidence submitted through testimony and/or documentary evidence that the employee has violated any City or department policy, rule, or regulation, the City shall be deemed to have satisfied its initial burden of proving just cause for the particular punishment imposed by the City and the burden will shift to the employee and/or PBA to rebut the City's proof of just cause.

The employee and/or PBA may then produce evidence as to why just cause for the discipline imposed does not exist under the particular circumstances of the case by showing that (1) the employer did not conduct a thorough investigation prior to disciplining the employee, or (2) the employer has treated similarly situated employees in a disparate manner, or (3) the degree of discipline administered by the employer was not reasonably related to the seriousness of the employee's proven offense.

ARTICLE 28

GRIEVANCE PROCEDURE

Any claim by an employee, group of employees, or the PBA that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or any document incorporated herein by reference, shall be processed as a Grievance, with the exception that probationary employees and the PBA on their behalf may not file a grievance related to their discipline and/or discharge.

An employee may be accompanied by a PBA representative at each step of the Grievance procedure; however, nothing in this Article shall require the PBA to process Grievances from and on behalf of employees who are not dues-paying members.

Grievances shall be presented as set forth below:

Step 1. Within fifteen (15) business days from the time the employee or the PBA could have reasonably known of the occurrence giving rise to a Grievance, the employee and PBA representative (if applicable) shall first informally discuss the Grievance with the employee's immediate supervisor and/or the person at the next level in the chain of command. The supervisor shall reach a decision and communicate it to the employee and PBA fifteen (15) business days after the informal discussion occurs.

Step 2. Within fifteen (15) business days of the decision being communicated, if the employee and PBA are not satisfied the Grievance shall be presented in writing to the Public Safety Director and/or Deputy Police Chief. Fifteen (15) business days after receiving the written Grievance the Public Safety Director and/or Deputy Police Chief shall meet with the employee and PBA representative, and issue a written determination regarding the Grievance.

Grievances arising from suspensions for more than one (1) day will initiate at Step 2 and time limits prescribed therein shall apply.

Step 3. Within fifteen (15) business days of the Step 2 reply being issued, if the employee and PBA are not satisfied the Grievance shall be presented to the City Manager. Fifteen (15) business days after receiving the written Grievance, the City Manager or his designee shall meet with the employee and PBA and endeavor to reach an adjustment of the Grievance. A written answer shall be presented to the employee and PBA within fifteen (15) business days of the meeting with the City Manager or designee occurring.

Grievances relating to internal promotions and/or terminations will initiate at Step 3 and time limits prescribed therein shall apply.

If the employee and/or PBA are not satisfied with the Step 3 outcome, the PBA may proceed to Arbitration in accordance with the terms specified within this Agreement.

If at any time in the above described procedure the City does not respond within the prescribed time limits, the Grievance shall automatically proceed to the next step. If the employee and/or PBA do not adhere to the time limits set forth herein, the Grievance will be deemed dropped and will not be actionable.

The Association is authorized by the members covered in this agreement to enter into the settlement of grievance disputes on their behalf.

Time limits in this Grievance Procedure Article may be extended upon mutual, documented (i.e. written) consent of the parties.

Nothing in this Article precludes an employee from electing to use the City's Appellate Process procedure. However, once the choice is made, the employee cannot use both procedures for one set of facts and circumstances.

PBA representatives may investigate or otherwise handle Grievances during working time, as long as there is no unreasonable interference with the operational needs of the City. However, the City

shall not be obligated to pay employees for time spent in preparing for or attending Arbitration proceedings as articulated within this Agreement.

No employee shall suffer any retaliation for exercising their rights under this Agreement Article.

ARTICLE 29

ARBITRATION

In the event a Grievance has not been settled under the Grievance Procedure Article in this Agreement, the PBA shall have the right to Arbitrate said Grievance as herein provided:

1. A demand for Arbitration shall be made in writing within thirty (30) calendar days from and after receiving the City Manager's (or designee's) answer.

2. Within ten (10) business days of either party requesting Arbitration the parties may mutually agree on the selection of an Arbitrator. In the event that the parties cannot mutually agree on the selection of an Arbitrator within ten (10) business days of the Arbitration request, the party seeking Arbitration shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list, with the PBA striking first, and the remaining name shall be the Arbitrator.

3. The Arbitrator shall promptly conduct the hearing on the Grievance at which both parties shall be permitted to give evidence and argument. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on all parties. In addition:

    a. The Arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.

    b. The Arbitrator shall have no authority to determine any issue not expressly submitted to the arbitrator.

    c. The Arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement at issue in the Grievance.

4. The Arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

    a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at the regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the Grievance under consideration and in no event more than the time limits permitted for initiation of the Grievance.

    b. The award shall not exceed the actual loss to the grievant, will not include non-economic compensatory or punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

In the event issues of arbitrability of the Grievance arise, the Arbitrator shall hear the issues of arbitrability before proceeding to the merits of the case. However, there shall be only one proceeding, unless otherwise requested by the Arbitrator, and the issues of arbitrability of the Grievance and merit shall not be bifurcated into two separate proceedings.

The costs of the Arbitrator and of the Arbitration, including a court reporter and any transcript of the Arbitration, shall be borne equally by both parties.

ARTICLE 30

STRIKES AND LOCKOUTS

The PBA agrees that during the life of this Agreement there shall not be any strikes within the meaning of Section 447.203(6) Florida Statutes, including sympathy strikes, honoring of picket lines, the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or in response to a City filed charge of an Unfair Labor Practice. This provision shall not be construed to prohibit activities that are legally protected.

The City agrees during the life of this Agreement that it will not lock out employees from reporting to work.

It is the intent of the parties that either may have full and immediate resort to the courts to secure enforcement of this Article. Therefore, upon proof of a violation of this Article, any court of competent jurisdiction may issue a temporary restraining order and/or an injunction enforcing this Article as the parties agree any violation of this Article would and will cause irreparable injury.

ARTICLE 31

LAYOFF AND RECALL

The City shall notify the PBA no later than thirty (30) days prior to any decision to lay off any employee covered under this Agreement.

Employees shall be laid off in the inverse order of departmental seniority, except as limited below.

The City shall consider, but not be bound by, the following factor:

- Prior formal education and certifications relevant to the job.

If the foregoing factor is deemed substantially equal between two or more employees, date-of hire seniority will control.

Employees will be selected for recall based upon prior formal education, certifications, and departmental seniority.

ARTICLE 32

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, it is understood that both the City and PBA waive their right to modify, amend, or add to the terms of this Agreement except by mutual consent and that the terms of this Agreement constitute a complete understanding between the parties. However, amendments to this Agreement, if mutually agreed to by both parties hereto, may be made at any time, provided such amendments are reduced to writing, signed by the authorized representatives of the parties and submitted to ratification as required by law.

ARTICLE 33

SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 34

WINTER HAVEN POLICE OFFICERS' PENSION PLAN
MUTUAL CONSENT FOR USE OF STATE PREMIUM TAX REVENUES

The parties acknowledge that an election by the Winter Haven Police Officers' Pension Plan membership was held from March 8, 2016 to March 15, 2016 to determine the use of State Monies as it relates to the Police Officers' Pension funding. The members of the Plan voted to allow the City to use the Reserve State Monies to pay down the Unfunded Actuarial Liability and to use future State Monies to fund the benefits that are currently in place.

Pursuant to Chapter 2015-039, Florida Statutes, the parties to this agreement Mutually Consented to utilize all available Florida Statutes Chapter 185 State Premium Tax Revenues, including any and all monies in the Excess State Monies Reserve and any and all future State funding attributable to the Winter Haven Police Officers' Pension Plan.

ARTICLE 35
EMPLOYEE COMPENSATION AND WAGES

Compensation for members of the bargaining unit will be administered in accordance with City Policy and WHPD General Order Number 22.1 (Compensation, Benefits and conditions of work). The Association agrees to support the City's goal of paying all overtime in lieu of granting compensatory leave, unless the budget precludes payment of overtime. Any other time or leave taken will not be considered hours worked for the purposes of overtime computation.

The Performance Compensation Step Plan (Plan) was established October 1, 2021, and shall remain in effect throughout the duration of this Agreement. The Plan provides all City employees an opportunity to achieve a pay adjustment to the next step within the pay grade if the employee receives a satisfactory performance evaluation or better. The adjustment would occur on the employee's anniversary date. Should an employee not achieve a satisfactory performance rating or better, the employee will be placed on a Performance Improvement Plan (PIP) and will not be eligible for a pay adjustment to the next step within the pay grade until their next anniversary date, assuming the employee completes the PIP requirements.

When an employee receives a PIP, the employee will be placed on a six (6) month probationary period and advised of their performance deficiencies and be provided a plan of action to aid in achieving a satisfactory, or better, performance evaluation. During the six (6) month probationary period, the employee will be re-evaluated, and if at the end of the six (6) month probationary period the employee has received a satisfactory evaluation, the employee will be released from probation but will not receive a pay adjustment. If the employee has not fulfilled the PIP and does not receive a satisfactory evaluation at the end of the six-month probationary period, the employee may be dismissed.

The following demonstrates what the Plan's pay adjustment will be for the next three years:

Fiscal Year 26/27	2.5% Employee Pay Adjustment

On each five (5) year increment anniversary, the employee will have a performance-based opportunity to receive a 3.5% pay adjustment for that year only then return to the normal performance-based step schedule.

Section 1 – Newly Promoted Lieutenants

Effective October 1, 2026, the base pay for starting Lieutenant assigned to Patrol shall be adjusted three percent (3%) to $40.76 / hour. An employee who has been chosen and approved for promotion shall have their rate of pay adjusted to at least the minimum for the new position, or five percent (5%), whichever is greater.

Lieutenants assigned to Patrol are scheduled to work 2,184 hours, for an annual salary of $89,019.84.

Effective October 1, 2026, the base pay for starting Lieutenant assigned to an administrative schedule shall be adjusted three percent to $41.50 / hour.

Lieutenants assigned to an administrative schedule are scheduled to work 2,145 hours, for an annual salary of $89,017.50.

Section 2 – Incumbent Staff

Effective October 1, 2026, all bargaining unit members shall receive a three percent (3%) adjustment to their hourly rate of pay.

Section 3 – Additional Compensation

1. Bargaining Unit members who are assigned as Field Training Lieutenants shall be compensated at the rate of $25 for each Daily Observation Report (DOR) completed. This shall be a flat rate and will factor into a member's overtime.

2. Shift Differential is established for bargaining unit members. Members assigned to a patrol night shift schedule shall receive $80.00 per fourteen (14) day pay period. Shift differential shall be a flat rate and will factor into a member’s overtime. Members will earn shift differential while on approved leave.

These rates shall be a flat rate and will factor into a member's overtime.

ARTICLE 36

VACANT

ARTICLE 37

DURATION – MODIFICATION - TERMINATION

Term:

This Agreement, upon its ratification by all appropriate of all parties, shall become effective on October 1, 2026, and shall remain in full force and effect until 12:00 o'clock midnight on the 30th day of September 30, 2027.

Notices:

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the attention of the City Manager at P.O. Box 2277, Winter Haven, Florida 33883-2277. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

Emergencies:

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this _____ day of _____, 2026.

FLORIDA POLICE BENEVOLENT ASSOCIATION, Inc.

By: _____
George Corwine
Chief Labor Negotiator

Date: _____

CITY OF WINTER HAVEN, FL

By: _____
T. Michael Stavres
City Manager

Date: _____

Appendix A

PBA COLLECTIVE BARGAINING AGREEMENT GRIEVANCE FORM

Step 1 2 3 (Circle One)

Date Submitted:

Employee's Name: Rank:

Business Telephone: Bargaining Unit:

Badge Number:

NATURE OF GRIEVANCE:

(involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED:

SECTION OF AGREEMENT: (which has allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED - Name of My Representative:

Business Telephone:

SIGNED: Date:
(By Representative or Employee)

SUBMITTED TO: Name

SIGNED:_____ Date: _____

(If space is insufficient to write complete information, attach a separate sheet.)

DATE: November 12, 2026

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Economic Opportunity & Community Investment Director

SUBJECT: Limited Duration Use Agreement between Lake May District JV, LLC and the City of Winter Haven

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BACKGROUND

The City of Winter Haven maintains a 50-foot wide by approximately 300-foot-long right-of-way, located west of 6th Street SW and south of property owned by Lake May District JV, LLC. Within the right-of-way the City maintains a small structure and a drainage canal that treats stormwater, via alum injection, and carries the stormwater to Lake May.

In order to help facilitate the planned redevelopment of the property owned by Lake May District JV, LLC, located north of and adjacent to the City maintained right-of-way, the property owner has requested the ability to utilize a portion of the right-of-way to temporarily park boats and boat trailers while it redevelops the property it owns adjacent to the north.

Staff from Planning, Natural Resources, and Public Works have evaluated the request and worked with the City Attorney's office to develop a Limited Duration Use Agreement detailing the acceptable terms and conditions by which Lake May District JV, LLC may utilize a portion of the right-of-way. Major terms and conditions are as follows:

- The property may be used for the parking of boats and boat trailers only.
- The term of use is on a month-to-month basis for no longer than one (1) year from the date of an approved site plan or completion of the redevelopment of the Lake May property, whichever is earlier. No compensation for use shall be required during the term of this Limited Duration Use Agreement.
- If Lake May desires to utilize the property after this Limited Duration Agreement expires the City and Lake May shall endeavor to negotiate a mutually acceptable lease agreement.
- Prior to use, Lake May District JV, LLC must submit (and receive approval of) a site plan depicting the location of boat and boat trailer parking, and any associated improvements.

- Use and/or improvements of the property shall not interfere with the use, or maintenance of, the alum injection structure or the canal.
- Lake May District JV, LLC shall maintain the property it is permitted to use pursuant to the approved site plan. The City shall retain maintenance of the alum injection building and the canal.
- Lake May District JV, LLC shall be responsible to repair any damage to the alum injection building or the canal that is caused by their use of the property.
- Removal, Relocation, and Termination provisions.
- General liability insurance of not less than 1 million dollars per occurrence and 2 million dollars aggregate must be held by Lake May District JV, LLC, with the City named as an additional insured.
- The Limited Duration Agreement may be terminated by either party upon 30 days written notice.

FINANCIAL IMPACT

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

STRATEGIC PLAN ALIGNMENT

- Use agreements are not specifically defined as a goal or strategy within the Strategic Plan. However, it is aligned with the Responsible Government and Economic Sustainability Strategic Pillars.

RECOMMENDATION

Staff recommends the City Commission approve the Limited Duration Use Agreement and authorize the Mayor to execute same and for the City Manager or his designee to take all necessary actions related thereto.

ATTACHMENT

- Limited Duration Use Agreement between Lake May District JV, LLC and City of Winter Haven

LIMITED DURATION USE AGREEMENT
BETWEEN LAKE MAY DISTRICT JV, LLC.
AND
CITY OF WINTER HAVEN

THIS LIMITED DURATION USE AGREEMENT (the "Agreement") is entered into by and between LAKE MAY DISTRICT JV, LLC., a Florida limited liability company (hereinafter "Lake May") with a mailing address of 717 6th St. SW, Winter Haven, FL 33880; and the CITY OF WINTER HAVEN, a Florida municipal corporation (hereinafter the "City") with a mailing address of 451 Third Street NW, Winter Haven, Florida 33881.

RECITALS

WHEREAS, Lake May owns, operates, and maintains certain real and personal property located adjacent to, and contiguous with, public right-of-way (hereinafter the "Right-of-Way") located generally west of 6th Street SW as more specifically depicted on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the City currently occupies a portion of the Right-of-Way with an alum structure used to deliver alum, through a canal also located within the Right-of-Way, to the waters of Lake May; and

WHEREAS, Lake May desires to obtain a right-of-way utilization permit from the City (the "Permit"), to improve, maintain, and utilize the upland portion of the Right-of-Way to park boats and boat trailers associated with marina operations and ancillary uses owned and operated by Lake May on said adjacent property owned by Lake May while it redevelops said adjacent property (Lake May Property); and

WHEREAS, use of the Right-of-Way for boat and boat trailer parking is anticipated to help facilitate redevelopment of the Lake May Property consistent with goals and objectives of the Downtown Community Redevelopment Plan; and

WHEREAS, Lake May's temporary utilization of the Right-of-Way for boat and boat trailer parking is not anticipated to impair, hinder, or prevent the City's current use of the Right-of-Way which is among other things to deliver alum from the existing alum injection structure, through the existing canal, to the waters of Lake May; and

WHEREAS, the City requires that Lake May undertake certain commitments and covenants to assure that the City's use of the Right-of-Way to deliver alum to the waters of Lake May and other necessary and appropriate municipal uses are not impaired, hindered, or prevented and to ensure property maintenance and security of the Right-of-Way are maintained.

NOW, THEREFORE, in consideration of the foregoing and of the terms and conditions set forth herein, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct and form a material part of this Agreement.
2. RIGHT-OF-WAY UTILIZATION PERMIT. Any such Permit issued by the City to Lake May shall be subject to the terms of this Agreement. Nothing contained herein or by virtue of the issuance of the Permit shall give or grant Lake May any ownership rights to any portion of the Right-of-Way.
3. LIMITED DURATION USE. Lake May shall be permitted to utilize the Right-of-Way for the parking of boats and boat trailers only and no other uses while it engages in redevelopment activities associated with the Lake May Property, subject further to

approval of a site plan by the City's Department of Economic Opportunity and Community Investment, which shall clearly depict the area of the Right-of-Way on which the boats and boat trailers shall be parked as well as all proposed improvements to the Right-of-Way to accommodate such limited duration use consistent with the Term in paragraph 7 of this Agreement. Lake May shall not conduct repairs, fueling, or maintenance of boats or boat trailers or any other activity which is inconsistent with the use authorized and permitted as determined solely by the City within the Right-of-Way. Provided further, Lake May shall not store hazardous materials or any other things, including but not limited to equipment and personal property, and vehicles, that are not associated with the parking of boats and boat trailers as determined solely by the City within the Right-of-Way. Lake May shall not install permanent structures within the Right-of-Way. Lake May shall immediately notify the City's Public Works Director or Natural Resources Manager of any spill or release of pollutants, to include fuels, oils, or any other hazardous substances and promptly and properly remediate any contamination caused by Lake May's use of the Right-of-Way as authorized under this Agreement to the City's reasonable satisfaction.

4. IMPROVEMENTS. Improvements shall be limited to the installation of a maintained pervious parking surface and/or landscaping as depicted upon the approved site plan and which will be temporary in nature. Provided further such authorized Improvement(s) shall be established and maintained in such a manner as will not interfere with the use or maintenance of the alum injection structure and associated canal to the waters of Lake May and/or any other municipal use nor create a safety hazard within the Right-of-Way

as determined solely by the City. Any improvement that, in the City's sole opinion, may impede the functional operation of, or access to, the alum injection structure and associated canal to the waters of Lake May and/or any other municipal use as determined by the City shall not be permitted under this Agreement.

5. MAINTENANCE. Lake May shall, at its sole cost and expense, maintain the Right-of-Way that it is authorized to use under this Agreement, and pursuant to the aforementioned approved site plan, in a clean, orderly and safe condition, prevent the accumulation of debris, fluids, or waste, and ensure proper drainage is preserved. Specifically, and for clarification, Lake May shall, at its sole cost and expense, maintain the portion of the Right-of-way authorized for its use under this Agreement in good condition and repair throughout the term of this Agreement. Such maintenance shall include, but not be limited to, mowing, vegetation management, removal of nuisance vegetation, debris, trash, and any other work necessary to maintain the authorized use area in a clean, safe, and orderly condition. Lake May shall be responsible for maintenance, repairs or restoration of the existing open canal extending from the City's alum injection structure to Lake May, including sediment and debris removal, erosion repair, and bank stabilization, to the extent that such work is necessitated by, or attributable to Lake May's use of the Right-of-Way, including activities by its members, guests, contractors, or agents. Lake May shall conduct its activities in a manner that does not damage or destabilize the canal banks, remove vegetation necessary for erosion control, or otherwise impair the canal's ability to convey stormwater to Lake May. Lake May shall not alter the alignment, dimensions, grade, or hydraulic function of the canal without the prior written approval of the City. The City

shall remain solely responsible for the operation, maintenance, repair, replacement, and calibration of the alum injection structure and associated treatment equipment. The City shall retain authority to determine when maintenance of the canal is necessary for stormwater conveyance purposes, and nothing in this Agreement shall obligate the City to perform mowing, landscaping, vegetation removal for aesthetic or recreational purposes. Lake May shall ensure that the canal remains accessible to the City at all times and shall not permit any condition that interferes with the City's operation, inspection, maintenance, or repair of the alum injection structure or the conveyance of alum-treated stormwater to Lake May. If Lake May fails to fulfill its maintenance obligations under this Agreement, the City may, after reasonable notice, or immediately in the event of an emergency affecting public safety, stormwater conveyance, or the operation of the alum treatment system, perform such work as the City deems necessary. Lake May shall reimburse the City for all reasonable costs incurred by the City for such matters within thirty (30) calendar days after receipt of an invoice from the City for same.

6. REMOVAL/RELOCATION/TERMINATION.

A. If, in the sole opinion of the City, any Improvement(s) or Use of the Right-of-Way as authorized under this Agreement interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which the City desires to perform on, around, or under the Right-of-Way, and/or Lake May, then upon receipt of a written notice from the City, Lake May shall cause the removal and/or relocation of any such Improvement(s) and/or boats and boat trailers, as identified and requested by the City, and to the City's satisfaction, within thirty (30) calendar days of the date of said written notice. In addition,

Lake May shall restore the Right-of-Way to a condition acceptable to the City upon relocation and/or removal of boats and boat trailers within thirty (30) calendar days of the last boat or boat trailer being relocated and/or removed from the Right-of-Way and upon the expiration and/or termination of this Agreement. Any such relocation and/or removal of the Improvement(s) and/or boats and boat trailers and restoration of the Right-of-Way due to relocation and/or removal during the term of this Agreement and/or upon the expiration and/or termination of this Agreement shall be at the sole cost and expense of Lake May, and at no cost and expense to the City. In the event of an emergency, the City may immediately move, or cause to be moved, any boats, boat trailers, gates, landscaping, or other obstructions without prior notice and without liability for resulting damage, except damage caused by the City's gross negligence or willful misconduct.

B. If, in the sole opinion of the City, Lake May fails to maintain any portion of the Right-of-Way as set forth in this Agreement, then upon receipt of a written notice from the City, Lake May shall cause such maintenance, as identified and requested by the City, and to the City's satisfaction, to be performed at Lake May's sole cost and expense within thirty (30) calendar days of the date of said written notice. In the event of an emergency, the City may immediately perform such maintenance without prior notice and without liability for resulting damage, except damage caused by the City's gross negligence or willful misconduct. In the event that the City performs any such maintenance that is the responsibility of Lake May under this Agreement, then Lake May shall reimburse the City within thirty (30) calendar days of receiving a written invoice from the City.

C. In the event that Lake May fails to perform its duties and obligations under this Agreement as reasonably determined by the City and fails to cure same, then the City may terminate this Agreement as provided in paragraph 7 below of this Agreement.

7. TERM AND TERMINATION. This Agreement shall commence upon the date of the approval of a site plan (Effective Date) and continue on a month-to-month basis unless terminated by either Party for any reason upon thirty (30) calendar days written notice it being the intent of the Parties that this is a limited duration use of the Right-of-Way during the redevelopment of the Lake May Property. Accordingly, Lake May shall be permitted to utilize the portion of the Right-of-Way authorized by this Agreement, and as depicted upon an approved site plan contemplated by paragraphs 3 and 4 of this Agreement, on a month-to-month basis but no longer than for a period of 1 year, commencing upon the Effective Date or upon the completion of redevelopment of the Lake May Property whichever time period is shorter. Upon the expiration of this Agreement and subject to compliance with all applicable law, including but not limited to the provisions of Section 163.380 (3)(a) of the Florida Statutes, the Parties may consider a potential lease of the subject Right-of-Way under terms and conditions mutually agreeable to the parties and after compliance with all applicable law as referenced above. Under this Agreement Lake May shall not be obligated to otherwise compensate the City, for utilization of the Right-of-Way during the term of this Agreement. Provided however, should the Parties fail to negotiate a mutually acceptable lease agreement, Lake May shall vacate and restore the utilized portion of the Right-of-Way to a condition that is reasonably satisfactory to the City within 30 days of the expiration of this Agreement.

8. INDEMNIFICATION. Lake May shall defend, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, contractors, and agents from and against any and all claims, damages, including but not limited to personal injury, death and/or property damage, losses, and expenses, including reasonable attorney fees and costs, at all levels and in any administrative and/or judicial forum, arising out of, or resulting from Lake May's use of the Right-of-Way under this Agreement including but not limited to maintenance performed under this Agreement within the Right-of-Way, construction or installation of any authorized Improvements, within the Right-of-Way and/or failure to perform maintenance and/or removal of Improvements, within the Right-of-Way, as provided for in this Agreement. This provision shall survive the termination and/or expiration of this Agreement.

9. INSURANCE. Prior to any entry upon the Rights-of-Way, by anyone pursuant to the authority granted by this Agreement, Lake May shall deliver to the City a certificate of insurance in form and content reasonably satisfactory to the City, evidencing general liability insurance coverage in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000) aggregate. Such insurance shall be kept in force by Lake May throughout the term of this Agreement. Prior to commencing operations under this Agreement, Lake May shall provide Certificates of Insurance to the City to verify coverage. The insurance coverage shall name the City as an additional insured, and shall contain a provision which forbids any cancellation, changes or material alterations, or renewal of coverage without providing thirty (30) days prior written notice to the City.

10. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing herein is intended to act as a waiver of the City's Sovereign Immunity under Florida law and/or the limits of the City's liability under Section 768.28 of the Florida Statutes regardless of whether such claims are founded in contract, tort, negligence, strict liability, statute, products liability, or otherwise.
11. LIMITATION OF LIABILITY. IN NO EVENT, SHALL THE CITY BE LIABLE TO LAKE MAY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY, OR OTHERWISE.
12. ASSIGNMENT. This Agreement may not be assigned in whole or in part without written authorization and consent by the City through its governing body.
13. GOVERNING LAW AND VENUE. This Agreement shall be governed by and interpreted under the laws of the State of Florida without regard to any conflicts of laws provisions and venue for any actions arising out of this Agreement shall be filed exclusively in the State Courts of competent jurisdiction located in and for Polk County, Florida.
14. NOTICES. Any notice required by this Agreement shall be in writing, and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement,

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

CITY OF WINTER HAVEN Attn: T. Michael Stavres, City Manager 451 Third Street, N.W. (33881) Post Office Box 2277 Winter Haven, FL 33883-2277 With a copy to (*which shall not constitute notice*): Frederick J. Murphy, Jr., Esquire Boswell & Dunlap ILP 245 South Central Avenue (33830) Post Office Drawer 30 Bartow, Florida 33831-0030	Lake May District JV, LLC Attn: Jeffrey Donalson 717 6th Street, S.W. Winter Haven, FL 33880 With a copy to (*which shall not constitute notice*):

Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; and if the notice is mailed, on the earlier of: (a) the date upon which the Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing. Notwithstanding the foregoing, service by personal delivery delivered, shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday observed by the City.

If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

15. AMENDMENT. This Agreement shall not be modified or amended in whole or in part except in a written instrument approved by the governing body of the City. No such modification or amendment shall be effective until said written instrument has been approved by the City's governing body.
16. COMPLIANCE WITH APPLICABLE LAWS. Lake May and its agents, guests and invitees shall comply with all applicable state laws, county and City ordinances and the City's right-of-way utilization regulations.
17. DISCLAIMER OF CITY RESPONSIBILITY. Nothing contained herein shall create any obligation on the part of the City to maintain or participate in the maintenance of any authorized Improvement(s) within the Right-of-Way.
18. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be construed so as to make either Lake May and/or the City a partner, employee, agent, joint–venturer, landlord or tenant of the other Party.
19. NO THIRD PARTY BENEFICIARIES. This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in or duties to a third party of any nature whatsoever.
20. PUBLIC RECORDS COMPLIANCE.

    Pursuant to Section 119.0701(1)(a) of the Florida Statutes, Lake May 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 Lake May 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 Lake May or keep and maintain Public Records required by the City to perform the service. If Lake May transfers all Public Records to the City upon completion of the contracted work or service, Lake May shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If Lake May keeps and maintains Public Records upon completion of the contracted work or service, Lake May 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 LAKE MAY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LAKE MAY'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 Lake May does not comply with a public records request, the City shall enforce this Agreement provision, which may include immediate termination.

21. EFFECTIVE DATE. This Effective Date of this Agreement shall be the date this Agreement is approved by the City's governing body.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY:

CITY OF WINTER HAVEN, a Florida municipal corporation

_____

By: William Brian Yates, Mayor

Attest:

_____

Vanessa Castillo, MMC City Clerk

Approved as to Form:

_____

Frederick J. Murphy, Jr., City Attorney

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ____ day of _____ 2026 by William Brian Yates as Mayor of the City of Winter Haven, a Florida municipal corporation. He is [ ] personally known to me or [ ] has provided _____ as identification.

_____

NOTARY PUBLIC

(seal)

My commission expires:_____

Witnesses:

LAKE MAY:

LAKE MAY DISTRICT JV, LLC., a Florida Limited Liability Company

_____

Print:_____

By:_____

Name:_____

_____

Title:_____

Print:_____

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of [ ] physical presence or [ ] online notarization, this ____ day of _____ 2026, by _____ as the _____ of Lake May District JV, LLC, a Florida Limited Liability Company, on behalf of said limited liability company. He/She [ ] is personally known to me or [ ] has provided _____ as identification.

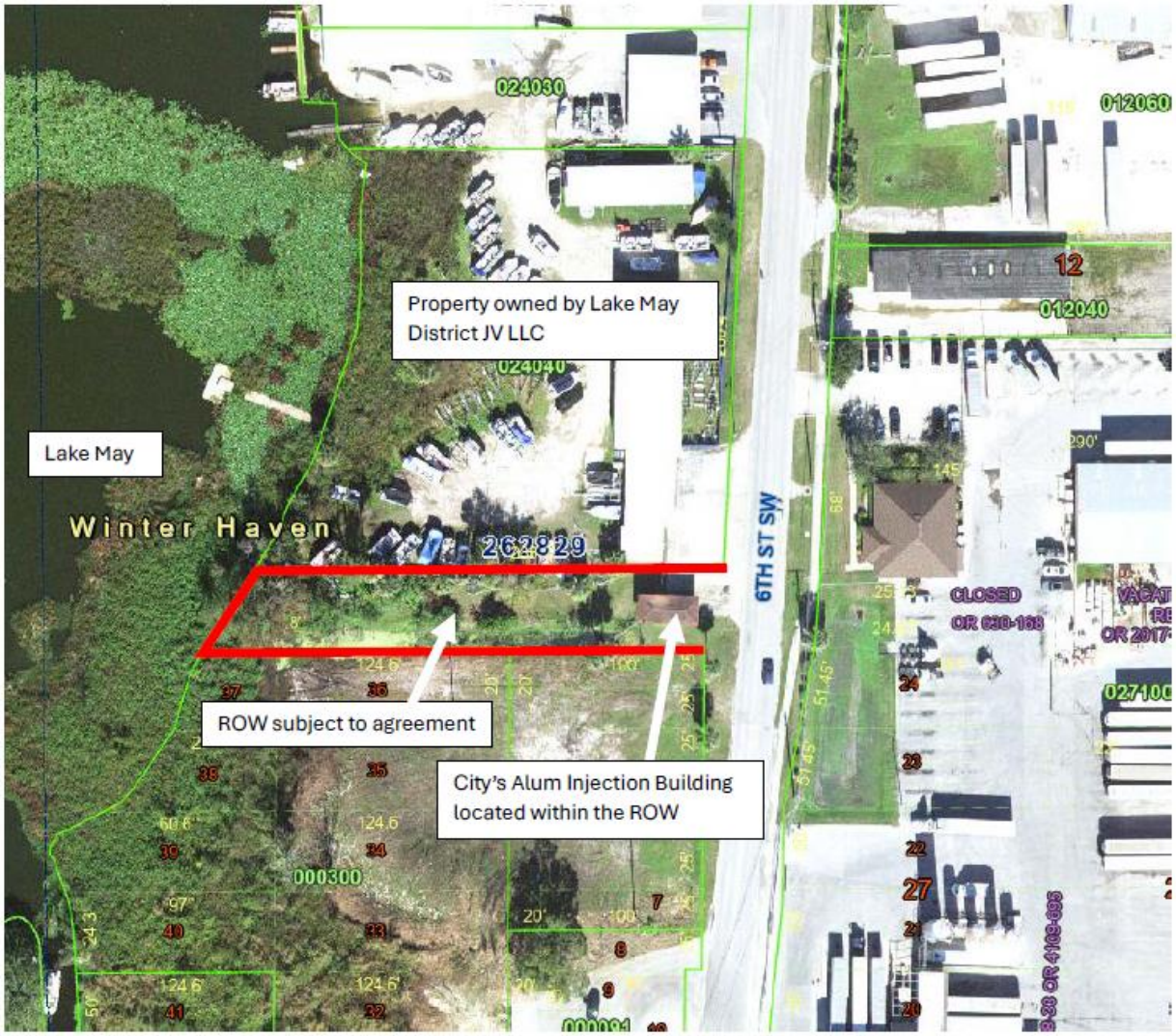
_____

NOTARY PUBLIC

(seal)

My commission expires:_____

EXHIBIT "A"


Property owned by Lake May District JV LLC
Lake May
Winter Haven
ROW subject to agreement
City's Alum Injection Building located within the ROW
6TH ST SW
024030
012060
012040
024040
262829
CLOSED
OR 630-188
027100
000300