WINTER HAVEN
THE CHAIN OF LAKES CITY

# CITY COMMISSION MEETING

**DATE:** Monday, January 13, 2025, 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** - Nathaniel J. Birdsong, Jr., Mayor

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

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

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

5. **PRESENTATIONS**

**5.A** **"Ana Maria Ruiz Perea" Proclamation - Ana Maria Ruiz Perea**

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

Proclamation

**5.B** **"Martin Luther King Jr. Day" Proclamation - MLK Steering Committee**

***Staff Contact:*** *Natalie Wilson , Special Events & Initiatives Coordinator , nwilson@mywinterhaven.com*

Proclamation

**5.C** **"Florida Arbor Day" Proclamation - Urban Forestry Advisory Board**

***Staff Contact:*** *Savannah Winstanley , Asset and Ecosystem Analyst, SWinstanley@mywinterhaven.com*

Proclamation

**5.D** **2024 Excellence in Action Annual Impact Awards - T. Michael Stavres, City Manager**

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

6. **DEVELOPMENTS OF NOTE**

7. **MINUTES**

**7.A** **November 12, 2024, Regular City Commission Meeting Minutes**

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

2024-11-12 DRAFT Regular City Commission Meeting Minutes with Link

7.B **November 20, 2024, City Commission Agenda Review Session Meeting Minutes**

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

2024-11-20 DRAFT Agenda Review Session Minutes with Link and Attachment

7.C **November 25, 2024, Regular City Commission Meeting Minutes**

***Staff Contact:*** *LaTonya Harris, Deputy City Clerk, lharris@mywinterhaven.com*

2024-11-25 DRAFT Regular City Commission Meeting Minutes with Link.pdf

7.D **December 4, 2024, City Commission Agenda Review Session Meeting Minutes**

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

2024-12-04 DRAFT Agenda Review Session Minutes with Link and Attachments

7.E **December 9, 2024, Regular City Commission Meeting Minutes**

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

2024-12-09 DRAFT Regular City Commission Meeting Minutes with Link

## 8. COMMENTS FROM THE AUDIENCE

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

## 10. REORGANIZATION OF THE CITY COMMISSION

10.A **Election of Mayor - City Commission**

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

10.B **Election of Mayor Pro Tem - City Commission**

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

10.C **Swearing-in of Mayor - Frederick J. Murphy, Jr., City Attorney**

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

10.D **Presentation of Medallion to the Mayor - Frederick J. Murphy, Jr., City Attorney**

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

10.E **Swearing-in of Mayor Pro Tem - Frederick J. Murphy, Jr., City Attorney**

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

10.F **Presentations of Plaques - Frederick J. Murphy, Jr., City Attorney to Mayor Nathaniel J. Birdsong, Jr. and Mayor Pro Tem Brian Yates**

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

10.G **Liaison Reassignments**

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

2024 Commission Liaison Boards and Committees (As of 2024-09-10) Redlined

## 11. CONSENT AGENDA

11.A **Approval of IF & D Datasuites LLC, dba Inland Fiber, Master Services Agreement (Winter**

**Haven, FL) for Data Center Cage and Cabinet Space**

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

Summary - IF and D Datasuites dba Inland Fiber Master Service Agreement
Inland Fiber Master Services Agreement 2024
Schedule 1 - 10 Year Option (City of Winter Haven)
City of Winter Haven Contract Addendum
Purchasing Affidavits

**11.B** **Authorization for Travel & Training: Florida League of Cities (FLC) 2025 Federal Action Strike Team (FAST) Fly-In (Yates)**

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

Summary - FLC FAST Fly In
2025 FAST Fly-in flyer

**11.C** **Authorization for Travel and Training: Florida Regional Councils Association (FRCA) Policy Board Meeting (Birdsong)**

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

Summary - FRCA Board Meeting January 2025

**11.D** **Developer's Agreement - Derrick McWaters**

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

Summary - Developer's Agreement - Derrick McWaters
Developer's Agreement - Derrick McWaters

**11.E** **2nd Amendment to Developer's Agreement - The Jade**

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

Summary - 2nd Amendment to Developer's Agreement - The Jade
2nd Amendment to the Developer's Agreement for The Jade (1150 WHG LLC)

**11.F** **Harmony Master Lift Station Change Order #2**

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

Summary - Harmony Master Lift Station-Change Order #2
Harmony Master Lift Station-Change Order #2
Harmony Master Lift Station-Change Order #2 - Authorization Form

**11.G** **Amendment No. 1 for the Septic to Sewer Remediation Area No. 6A to Wright-Pierce, Inc.**

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

Summary - Amendment No. 1 for the Septic to Sewer Remediation Area 6A to Wright-Pierce, Inc.
Septic to Sewer Remediation Area 6A, Amendment No. 1
Amendment No. 1 Change Order Authorization

**11.H** **Purchase of Police Vehicles**

***Staff Contact:*** *Donald Nunnery, Captain, dnunnery@mywinterhaven.com*

Summary - Purchase of Three Police Vehicles
Bozard Ford Government Fleet - Interceptor Utility Vehicles

## 12. RESOLUTION(S)

**12.A R-25-01 - Request by Forestar (USA) Real Estate Group for final plat approval of the Harmony on Lake Eloise Phase 4 Subdivision**

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

Summary - Resolution R-25-01
R-25-01

**12.B R-25-02 - Request by VMAR DEV, LLC for final plat approval of the Villamar Phase 7 Subdivision.**

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

Summary - Resolution R-25-02
R-25-02

**12.C R-25-05 - Request by WHIP 6 QOZB, LLC for final plat approval of the Intermodal Corporate Park Phase 3 Subdivision.**

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

Summary- Resolution R-25-05
R-25-05

## 13. ORDINANCE(S) - FIRST READING

**13.A O-25-04 - Voluntary annexation of four (4) parcels generally located approximately 1,218 feet of Old Bartow Lake Wales Road, east of McClean Road, and approximately 1,333 feet west of Gary Street.**

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

Summary - Ordinance O-25-04
O-25-04

## 14. NEW BUSINESS

## 15. CITY COMMISSIONERS/LIAISON REPORTS

## 16. CITY ATTORNEY REPORT

## 17. CITY MANAGER REPORT

**17.A Procurement Manual - Amendment #2**

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

Procurement Manual - Amendment #2

## 18. DEPUTY CITY MANAGER REPORT

## 19. CITY CLERK REPORT

## 20. EMERGENCY MATTERS NOT RECEIVED FOR THE AGENDA

## 21. ADJOURNMENT

If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purpose, they may need to ensure that a verbatim record of the proceeding is made which

record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105). In accordance with the Americans with Disabilities Act and Florida Statutes, Section 286.26, persons with disabilities needing special accommodations to participate in this proceeding, should contact the City Clerk's Office, 451 Third Street, NW, Winter Haven, Florida 33881, in writing, not later than 48 hours prior to the proceeding; if not in writing, then not later than four (4) days prior to the proceeding at (863) 291-5600. Vision or hearing impaired please call (800) 955-8771 for assistance.

WINTER HAVEN
THE CHAIN OF LAKES CITY

# *Proclamation*

**WHEREAS**, Ana Maria Ruiz Perea, a dedicated student leader and exemplary citizen, has demonstrated exceptional commitment to academic excellence, leadership, and community service; and

**WHEREAS,** Ana Maria relocated from Colombia and has embraced her journey with a steadfast focus on personal growth, business acumen, and government affairs; and

**WHEREAS,** Ana Maria achieved the distinguished honor of being selected as the Governor of Florida Girls State through the American Auxiliary Program, showcasing her visionary leadership and dedication to civic engagement; and

**WHEREAS,** her tireless efforts include significant contributions to organizations such as Future Business Leaders of America (FBLA), DECA (formerly Distributive Education Clubs of America), and various civic programs, as well as over 182 hours of community service to benefit the elderly, homeless, and underserved; and

**WHEREAS**, Ana Maria's achievements, including her role as an Advanced International Certificate of Education (AICE) Cambridge scholar, (taking only one year to receive her Cambridge diploma), Student Representative of the Business Academy Board, and internship experience with Alruiz Water LLC, exemplify her extraordinary work ethic and innovative spirit.

**NOW, THEREFORE,** I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby resolve that Ana Maria Ruiz Perea be recognized and celebrated for her outstanding accomplishments and commitment to making a meaningful impact in her community and beyond.

**IN WITNESS WHEREOF,** I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of January 2025.

Nathaniel J. Birdsong Jr.
**Nathaniel J. Birdsong, Jr., Mayor**

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

# *Proclamation*

**WHEREAS,** Dr. Martin Luther King Jr.(MLK) devoted his life to pursuit of justice, equality, and nonviolent social change, becoming a guiding light for the civil rights movement and inspiring generations to fight against discrimination and inequality; and

**WHEREAS,** Dr. King's vision of a society built upon the principles of love, unity, and respect for all people resonated deeply within the values of the City of Winter Haven, and his legacy continues to guide out collective actions toward building a better, more inclusive future; and

**WHEREAS,** the City of Winter Haven proudly celebrates the life and achievements of Dr. King on *Martin Luther King Jr. Day*, recognizing his unyielding commitment to equality and the monumental impact of his work in fostering unity and understanding across our nation; and

**WHEREAS**, the observance of this day provides an opportunity for residents of Winter Haven to reflect upon Dr. King's teachings, rededicate ourselves to his dream, and engage in meaningful acts of service to honor his enduring legacy; and

**WHEREAS,** the City of Winter Haven remains steadfast in its commitment to upholding Dr. King's dream, and by creating opportunities for meaningful dialogue and collaboration to ensure that every individual has the opportunity to thrive; and

**WHEREAS,** during MLK Week, a wreath will be laid at MLK Park in memorium of Dr. King's dream, serving as a powerful symbol of remembrance and inspiration for the entire community to honor his vision and commitment to equality.

**NOW, THEREFORE,** I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby recognize January 20, 2025 as

## "Martin Luther King Jr. Day"

in the City of Winter Haven and urge all citizens to join in honoring Dr. King's legacy by participating in the activities and events hosted by the MLK Steering Committee that reflect his principles of love, unity, and equality, and to recommit ourselves to building a community that celebrates diversity, fosters inclusion, and uplifts all people.

**IN WITNESS WHEREOF,** I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of January, 2025.




Nathaniel J. Birdsong Jr.
**Nathaniel J. Birdsong, Jr., Mayor**

ATTEST:
Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

# *Proclamation*

**WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS,** this holiday, called *Arbor Day*, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS,** *Arbor Day* is now observed throughout the nation and the world during the local tree planting season; and

**WHEREAS**, trees can reduce the erosion by wind and water, cut heating and cooling costs, moderate temperature extremes, remove pollutants, reduce stormwater runoff, produce oxygen and provide habitat for wildlife; and

**WHEREAS,** the City of Winter Haven is committed to promoting ecologically sound urban forestry principals as evidence by being nationally recognized as a Tree City USA for more than 30 years; and

**WHEREAS,** trees in Winter Haven increase property values, and enhance the economic vitality of business areas while beautifying our community; and

**WHEREAS,** trees, wherever they are planted, provide a source of joy and spiritual renewal while standing as both literal and metaphorical pillars of our community.

**NOW, THEREFORE,** I, Nathaniel J. Birdsong, Jr., Mayor of the City of Winter Haven, Florida, do hereby proclaim January 17, 2025 as

# "Florida Arbor Day"

in the City of Winter Haven and urge all citizens to support efforts to keep our urban forest healthy and sustainable.

**IN WITNESS WHEREOF,** I have hereunto set my hand and cause the Seal of the City of Winter Haven, Florida, to be affixed this 13th day of January, 2025.




Nathaniel J. Birdsong, Jr.

**Nathaniel J. Birdsong, Jr., Mayor**

ATTEST:

Vanessa Castillo, MMC, City Clerk

WINTER HAVEN
THE CHAIN OF LAKES CITY

# REGULAR CITY COMMISSION MEETING MINUTES

**DATE:** Tuesday, November 12, 2024, 6:00 p.m.

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

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**NOTE**:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:3c6a5143-ea0d-4906-bb9e-17acd27cc6cd
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

**Commissioners Present**: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton Dollison.

**Staff Present**: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J" Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Police Chief Vance Monroe; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Winter Haven Regional Airport Director Troy Heidel.

3. **INVOCATION** – Minister Abdul Al-khatib - First Missionary Baptist Church

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

5. **PRESENTATION(S)**

**A. "Polk County School Board Appreciation" Proclamation - Polk County Public Schools Superintendent Frederick Heid; Deputy Superintendent Jason Pitts; Chain of Lakes Elementary School Principal Suzie Nelson; Lake Region High School Principal Amy King; and Winter Haven High School Principal Gina Williams**

City Manager Stavres read aloud the proclamation expressing appreciation to the Polk County School Board (PCSB) and local schools for offering their schools as shelters during Hurricane Milton. Deputy Superintendent Pitts accepted and thanked the City Commission. He also thanked the principals that worked hard and stayed at the hurricane shelters. Winter Haven High School Principal Williams introduced Dr. [Robert] Holbe, [Assistant Principal of Curriculum at Polk County Public Schools], who had also helped with the shelters.

**B. Update on Theatre Winter Haven and The Ritz Theatre - Dan Chesnicka**

City Manager Stavres gave an overview of this item and noted that the City had taken ownership of the Historic Ritz Theatre.

Dan Chesnicka, Producing Director at Theatre Winter Haven (TWH) and The Ritz Theatre, gave a *Theatre Winter Haven Season 55* PowerPoint presentation *(see attached/link)* going over the slides in more detail.

DRAFT

Mayor Pro Tem Yates thanked Mr. Chesnicka and said that as a Commission liaison to the Ritz Board who had tried so hard and were a step away but did not have the "secret sauce", yet Mr. Chesnicka and his team did.

Commissioner Dantzler said that Mr. Chesnicka was a "rock star" and thanked him for pouring his heart and soul into everything he did.

Commissioner Dollison said Mr. Chesnicka had exceeded the City's expectations and he was impressed with the kind of excitement and enthusiasm he had injected. He also noted that his daughter, who was a part of TWH, opened up with the Louis Armstrong Story "It's a Wonderful World" and his wife was able to be there for opening night. He said this was possible because of TWH and expressed appreciation.

Mayor Birdsong also said Mr. Chesnicka far exceeded their expectations and he was impressed. He added that no one ever thought that he would exceed [former Producing Director] Norman Small, but Mr. Chesnicka had taken TWH to an additional height.

Commissioner Mercer said that Mr. Chesnicka had them all amazed with the programming, which were all far reaching, and thanked him.

## 6. DEVELOPMENTS OF NOTE – None

## 7. MINUTES – None

## 8. COMMENTS FROM THE AUDIENCE – None

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

## 10. CONSENT AGENDA

**A. Reappointment of Three (3) Airport Advisory Committee Members**

**B. Florida Department of Transportation Road Closure Permit Applications**

**C. Agreement for the transfer of Public Right Of Way - Waters Road**

**D. Police Department Purchase of Five (5) Vehicles**

**E. Funding Scan and Grant Program Development, WSP USA Environmental & Infrastructure, Inc.**

**F. Water Plant Ground Storage Tanks ONE Water logo application by Seven Brothers Painting, Inc.**

**G. Hydrogen Sulfide for Fairfax Water Treatment Plant Study by Florida Polytechnic University**

**Motion by Mayor Pro Tem Yates to approve the Consent Agenda as presented.**

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

**Motion carried 5:0.**

## 11. RESOLUTION(S)

**A. R-24-51 - Repealing Resolution R-86-16 and authorizing the discontinuance of adding fluoride to the City water supply system**

City Attorney Murphy read Resolution R-24-51 by title only and City Manager Stavres presented.

**Motion by Commissioner Dantzler to approve Resolution R-24-51.**

Mayor Birdsong 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.

John Lynn, 111 Harbor Way in Auburndale, said he was the Chair of the Polk County Republican Liberty Caucus, discussed a court case regarding this topic in more detail and spoke against fluoridation in water.

Nick Caturano, 1005 Karen Ridge Court in Kissimmee, spoke against fluoridation in water.

Hannah Bush, 713 Avenue M SW in Winter Haven, spoke against fluoridation in water.

Johnathon Bush, 713 Avenue M SW in Winter Haven, spoke against fluoridation in water.

Debbie Owens, 1407 Palm Drive in Winter Haven, spoke against fluoridation in water.

Tom Freijo, 6 Enclave Drive in Winter Haven, asked the Commission to postpone their decision and compare data.

Dr. Paul Palo, 151 Avenue F NW in Winter Haven and a dentist, spoke in favor of fluoridation in water and asked the Commission to not make a hasty decision. He also requested a workshop to discuss this item further.

Joanna Smith, 441 Chamberlain Drive in Winter Haven and in the dental field, spoke in favor of fluoridation in water.

Tracy Olin, 499 Terranova Circle in Winter Haven and said she had a PhD and was a scientist, expressed wanting better standards for adding fluoride in water.

Maria Keith, 1700 6th Street NW in Winter Haven, spoke against fluoridation in water.

Donna Hagar, 4078 Great Egret Drive in Winter Haven, spoke against fluoridation in water.

Steve Elias, 145 Lake Otis Road in Winter Haven, said he had a Master's Degree in water treatment systems, and spoke against fluoridation in water.

Dr. Greg Scott, 211 6th Street SE in Winter Haven, said he was a dentist and spoke in favor of fluoridation in water.

Dr. Geoffrey Rintel, 2150 Harden Boulevard in Lakeland, said he was the current President of the Polk County Dental Association and Board Certified Oral and Maxillofacial surgeon and spoke in favor of fluoridation in water.

Chris Collany *(address not provided)* spoke against fluoridation in water.

Liz Suits, 5625 Spring Lake Drive in Lakeland, spoke against fluoridation in water.

Dr. Jonathan Scott, 211 6th Street SE in Winter Haven, said he was a dentist and past President of the Polk County Dental Association and spoke in favor of fluoridation in water. He also asked that this item be tabled for further discussion.

Joe McKee, 4015 Palma Ceia Circle in Winter Haven, spoke against fluoridation in water.

Daniel Wolf, 56 Lake Daisy Boulevard in Winter Haven, spoke in favor of fluoridation in water.

Jada Wilson, 2146 Mirasol Drive in Winter Haven, spoke against fluoridation in water.

Kim Davis, 354 Terranova Boulevard in Winter Haven, spoke against fluoridation in water.

*(Commissioner Dantzler left the room at 8:00 p.m.)*

Richard Otter, 818 Avenue O SW in Winter Haven, spoke against fluoridation in water.

*(Commissioner Dantzler re-entered the room at 8:02 p.m.)*

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

Discussion ensued regarding the following: fluoride was naturally reoccurring and if removed from the water, there would still be some but in a much lower amount; decisions based on data; making the best decision for the City; dental care; legalities of the issue and the Environmental Protection Act (EPA); and if there were any potential liabilities.

**Motion carried 3:2 with Mayor Birdsong and Commissioner Dollison voting no.**

## 12. ORDINANCE(S) - FIRST READING

**A. O-24-49 - Request by ABC Properties, LTD to assign Primary Mixed Use Hub Future Land Use to an annexed parcel. (250 Cypress Gardens Boulevard)**

City Attorney Murphy read Ordinance O-24-49 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the November 25, 2024, Regular City Commission Meeting.

**B. O-24-50 - Request by ABC Properties, LTD to assign Commercial- Highway (C-3) zoning district to an annexed parcel. (250 Cypress Gardens Boulevard)**

City Attorney Murphy read Ordinance O-24-50 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the November 25, 2024, Regular City Commission Meeting.

**C. O-24-51 - Request by Cypress Southeast, LLC to assign Neighborhood Support Future Land Use to an annexed parcel**

City Attorney Murphy read Ordinance O-24-51 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the November 25, 2024, Regular City Commission Meeting.

**D. O-24-52 - Request by Cypress Southeast, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel**

City Attorney Murphy read Ordinance O-24-52 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the November 25, 2024, Regular City Commission Meeting.

**E. O-24-55 - Voluntary annexation of 75 Sage Road**

City Attorney Murphy read Ordinance O-24-55 by title only and City Manager Stavres presented.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the November 25, 2024, Regular City Commission Meeting.

## 13. NEW BUSINESS

**A. Chain of Lakes Park Phase II Guaranteed Maximum Price**

City Manager Stavres presented this item as detailed in the summary sheet.

**Motion by Mayor Pro Tem Yates to approve the Chain of Lakes Park Phase II Guaranteed Maximum Price in the total project budget amount of $25,119,906 and authorizations to complete as per all staff recommendations presented.**

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

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

Discussion ensued regarding shade canopies.

**Motion carried 5:0.**

## 14. CITY COMMISSIONERS/LIAISON REPORTS

**Commissioner Mercer** reported the following: attended the [Winter Haven] Chamber [of Commerce] *[Update on the Ritz Theatre and Theatre Winter Haven] Lunch & Learn* held at the [Historic] Ritz Theatre; attended the

Polk Arts & Cultural Alliance *Polk Arts and Culture Hall of Fame Gala*; attended the Polk Vision [*14th Annual] Mayors Roundtable*; attended the *4th Annual [Employee] Hispanic Heritage Luncheon*; attended the [City of Winter Haven] *2024 State of the City* event; attended a Florida League of Cities (FLC) Legislative Policy Committee Meeting and noted that Winter Haven Water Director Gary Hubbard spoke to attendees; and attended the *Veterans Day Luncheon* at Lake Howard Heights.

**Commissioner Dantzler** reported the following: attended the *Veterans Day Luncheon* at Lake Howard Heights and said Mayor Birdsong had done a great job; attended a Polk County Arts, Culture, and Heritage Meeting in Bartow at the Polk County History Center; attended the Main Street Winter Haven (MSWH) *Wine, Chocolate & Cheese* event; attended the *2024 State of the City* and said that City Manager Stavres had done a great job; attended the [Parks, Recreation and Culture] Master Planning Public Meeting at Chain of Lakes Elementary; attended the *[4th Annual Employee] Hispanic Heritage Luncheon* and said City Clerk Castillo had done a great job and that it was one of his favorite City events; attended The Haven Hotel [now The Haven condos] 100th Anniversary Rededication Ceremony; attended the *Polk Arts and Culture Hall of Fame Gala* at Nora Mayo Hall [inside the Florida Citrus Building]*;* and attended the Florida Theatre Conference, which he really enjoyed, had fun and good energy and was packed.

**Commissioner Dollison** reported the following: attended the *[4th Annual Employee] Hispanic Heritage Luncheon;* attended the [Carter Mather] American Legion Post #201 [2024 Annual Fundraiser Banquet] Dinner; attended a Planning Commission Meeting; attended the *2024 State of the City* event and said City Manager Stavres did a wonderful job; attended an FLC Legislative Policy Committee Meeting; attended The Haven Hotel [now The Haven condos] 100th Anniversary Rededication Ceremony; and attended the *Polk Arts and Culture Hall of Fame Gala*.

**Mayor Pro Tem Yates** reported the following: represented Winter Haven at the Polk Vision *14th Annual Mayors Roundtable*; attended the [Carter Mather] American Legion Post #201 [2024 Annual Fundraiser Banquet] Dinner; attended the *2024 State of the City* event; and attended a FLC Legislative Policy Committee Meeting and said that the number 1 priority of the FLC was ad-valorem property taxes. He also said that he wanted to be a part of the Federal Action Strike Team (FAST) so that they City had representation.

**Mayor Birdsong** reported the following: attended a FLC Legislative Policy Utilities and Natural Resources Committee Meeting and said that after Director Hubbard's presentation, the One Water Plan was voted on as second priority. The first priority which could really affect the City if the legislature passed it was a cap on transfer from Enterprise funds and also a cap and a reduction on what you can charge utility customers outside your city limits. If this occurred Director Hubbard said that the schedule that Raftelis had just done for the City would have to be revisited because those numbers would not work, so this was a major concern. He said that the FLC was certain that this was coming back in this upcoming legislative session so it was something the City needed to keep our eyes on. He also attended the *Winter Haven Hospital Foundation Gala* and said that 3 people paid $22,000 each for a "A Day with [Polk County Sheriff] Grady Judd"; gave greetings to 1,600 kids at the Florida Theatre Conference, which was packed; attended the Winter Haven Economic Development Council Board Meeting; said that he had heard a report that [Polk County School Board] Superintendent Frederick Heid was going to present a plan to the PCSB to have a "bricks and mortar" academy at the [Winter Haven Regional] Airport; was going to try to have breakfast with the veterans this Thursday at Lake Howard Heights and said he always liked going to these; attended the *Polk Arts and Culture Hall of Fame Gala,* which was a nice event; and attended the *2024 State of the City* event and said that City Manager Stavres had done a great job.

**15. CITY ATTORNEY REPORT** – None

**16. CITY MANAGER REPORT**

City Manager Stavres reminded everyone of the Parks, Recreation and Culture Master Planning Public Meeting tomorrow at 5:30 p.m. at Willowbrook Golf Course. He also reminded everyone that the City was hosting the Ridge League of Cities (RLC) Dinner Meeting this Thursday at 6:00 p.m. at Nora Mayo Hall [inside the Florida Citrus Building] and a *Celebration of Life* was being held for [former Congressman and former City of Winter Haven Commissioner] Andy Ireland this Saturday at 11:00 a.m. at Christ Community Church.

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

**18. CITY CLERK REPORT** – None

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

**20. ADJOURNMENT** – 9:01 p.m.

**ATTEST:**

Vanessa Castillo, MMC
City Clerk

**CITY OF WINTER HAVEN, FLORIDA**

Nathaniel J. Birdsong, Jr.
Mayor

WINTER HAVEN
THE CHAIN OF LAKES CITY

# CITY COMMISSION AGENDA REVIEW SESSION MINUTES

**DATE:** Wednesday, November 20, 2024, 5:30 p.m.

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

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**NOTE**:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:84917497-49c6-44fd-9fc3-03e4423658fe
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

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

**Staff Present**: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Winter Haven Water Director Gary Hubbard; Economic Opportunity and Community Investment Director Eric Labbe; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Public Works Director Brittany Hart.

**5. PRESENTATION(S)** - None

**6. DEVELOPMENTS OF NOTE** - None

**7. MINUTES**

**A. October 22, 2024, Special City Commission Meeting Minutes**

There were no questions or discussion.

**8. COMMENTS FROM THE AUDIENCE** – N/A

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

**A. O-24-49 - Request by ABC Properties, LTD to assign Primary Mixed Use Hub Future Land Use to an annexed parcel. (250 Cypress Gardens Boulevard)**

**B. O-24-50 - Request by ABC Properties, LTD to assign Commercial- Highway (C-3) zoning district to an annexed parcel. (250 Cypress Gardens Boulevard)**

**C. O-24-51 - Request by Cypress Southeast, LLC to assign Neighborhood Support Future Land Use to an annexed parcel**

**D. O-24-52 - Request by Cypress Southeast, LLC to assign Commercial- Highway (C-3) zoning district to an annexed parcel**

DRAFT

### E. O-24-55 - Voluntary annexation of 75 Sage Road

City Manager Stavres said there had been no changes to items 9A through 9E since first reading.

There were no questions or discussion.

## 10. CONSENT AGENDA

### A. South Lake Howard Nature Park Expansion Design Build Phase 1 Recreation Elements

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

### B. Florida Department of Transportation Road Closure Permit Applications

City Manager Stavres gave an overview of this item and pointed out that before they submitted the permit to the Florida Department of Transportation (FDOT) for the road closure, staff would need to make sure that coordination has been done with the Polk County Sheriff's Office.

There were no questions or discussion.

### C. Purchase of nine (9) Vehicles - Water Dept

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

### D. Uncollected Accounts Receivable for Fiscal Year 2024

City Manager Stavres gave an overview of this item. He pointed out that the approximately $11,250 under miscellaneous billing was tied to a $10,000 Polk County School Board (PCSB) Facility Use Agreement. He had been in conversations with PCSB Superintendent Frederick Heid and he fully expected that they would pay the City directly, which would relieve a large portion of miscellaneous funds owed.

Mayor Birdsong asked how this amount compared to last year. City Manager Stavres said it increased since last year by approximately $114,000 and some of it was tied to garbage-only utility accounts and other challenges, which he explained in more detail.

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

Mayor Birdsong said he recognized the name L. Ford who was on the list, but L. Ford was deceased for ten years. Chief Financial Officer Scott explained that it may be someone else who lives there. Discussion ensued.

### E. Kimley-Horn Design Services for Roosevelt Drive Complete Street Project

City Manager Stavres gave an overview of this item and said the fact sheet pointed out that the $7.5 million threshold was for CCNA, but was not what the project would cost, which was closer to $1 million.

Commissioner Dantzler pointed out a lane and asked if it was going to be a right turn only or if there would be a light there. City Manager Stavres said he did not know if anything being done would have an impact on Cypress Gardens Boulevard, so they would need to coordinate with FDOT on that. He added that they were not going onto the boulevard, but were going on Roosevelt only.

Discussion ensued regarding accidents, being mindful, and if the lane should be a right turn only.

### F. Motor Pool Roof Replacement

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

DRAFT

## 11. RESOLUTION(S)

### A. R-24-52 - Resolution for appointment of Ed Smith to the Affordable Housing Advisory Committee

City Manager Stavres gave an overview of this item and noted that Planning Commissioner Elizabeth Davis, who was Commissioner Dantzler's appointee, had stepped down.

Commissioner Dantzler inquired if this Ed Smith was the Polk County Commissioner. Mayor Birdsong said no and City Manager Stavres confirmed this.

## 12. ORDINANCE(S) - FIRST READING

### A. O-24-53 - Request by Paul William Schulz Revocable Trust to rezone a parcel from Planned Unit Development (PUD) zoning district to Single Family Residential- Large Lot (R-1) zoning district. (4020 Country Club Road, South)

City Manager Stavres gave an overview of this item.

Commissioner Dantzler asked if this item needed to go back to the State. Economic Development and Community Investment Director Labbe said no.

City Manager Stavres inquired if anyone [from the public] spoke on this at the Planning Commission Meeting. Director Labbe said not at the meeting, but a couple calls were received and that there was no opposition.

### B. O-24-54 - Request by the Peace Creek Village Community Development District to expand the boundaries of the Peace Creek Village Community Development District

City Manager Stavres gave an overview of this item.

Commissioner Mercer asked if they would maintain utilities. City Manager Stavres said that in this case, water, sewer, and reuse would be maintained by the City, but all of their roads and drainage infrastructure was owned by the Community Development District (CDD). He added that they paid for the installation of all of this through their CDD revenue streams.

## 13. NEW BUSINESS

### A. Grant & Aid Application Review Committee (GAARC) Recommendations for the FY 26 Cycle

City Manager Stavres gave an overview of this item.

Commissioner Dollison inquired if there was a review of any [legacy agencies]. City Manager Stavres said yes.

Commissioner Dollison also asked if all of the agencies would be reviewed or if some were automatic [approvals]. City Manager Stavres said all agencies needed to apply the same way and all would be reviewed, but it was just about where the [monetary] threshold went, which he explained in more detail. Discussion ensued. City Manager Stavres said there was not a designation of legacy agencies and explained it was a term for those agencies the City historically funded at a higher level, but not approved automatically.

City Manager Stavres noted he had given the Commission the *Polk Vision Community Vision Comprehensive Update* booklet *(see attached)* and said that he had met with Polk Vision Executive Director Kim Long yesterday to share the City's grant and aid process and the fact that in the past two years the City had used the *United Way GiveWell Community Assessment* as guidance, which he explained in more detail. He pointed out that starting around page 68 was a vision update survey and that the information in there gave a kind of "health check" on all of the different categories that the assessment did two years ago. Also included in this publication were relevant current-day issues and trends of things that needed to be addressed in Polk County. He suggested that when speaking with the Grant and Aid Advisory Review Committee (GAARC), these documents were to be used for guidance.

Mayor Birdsong commented that in the past, the Commission decided they do not fund students.

Commissioner Dantzler [as the Commission liaison to the Polk County Tourist Development Council (TDC)] said that the TDC used to fund fireworks displays, but they had now gotten to where they were not going to fund municipalities unless they had something extraordinary. Also, that they would not fund anything unless it was

related to arts, heritage and culture. Lastly, he noted that they were having to "tighten up" and even more so as this [funding] became more popular.

Discussion ensued.

**There was consensus of the Commission to not fund school-related items.**

City Manager Stavres said staff would make a note of this and come back in January to obtain specific direction. He also said this would give staff a chance, during the three application training programs facilitated by Public Affairs and Communications Director Hill, to tell applicants about the type of projects the City was looking for to include items the Commission would not fund. He also encouraged the Commission to look over the booklet and think of any priorities they would want to see a grant go towards.

Commissioner Dantzler said he sat on the Polk Vision Board of Directors and was glad that the booklet was being used because it was a gargantuan effort for them to prepare. Commissioner Dollison said it was a good "bird's eye view".

City Manager Stavres requested Commissioner Dollison identify an individual he wanted to appoint and explained that staff needed them onboard so that they could complete the training sessions.

Commissioner Dantzler commented that when schools were recognized for their efforts during Hurricane Milton, he had forgotten to mention hospitals and asked the Commission if they wanted to recognize Winter Haven's local hospital as well.

**There was consensus of the Commission to have a proclamation prepared recognizing BayCare Winter Haven Hospital for their efforts during Hurricane Milton.**

City Manager Stavres said this proclamation would be prepared and added to the City Commission Agenda as soon as possible.

**14. CITY COMMISSIONERS/LIAISON REPORTS** – No report

**15. CITY ATTORNEY REPORT** – No report

**16. CITY MANAGER REPORT** – No report

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

**18. CITY CLERK REPORT** – No report

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

**20. ADJOURNMENT** – 6:02 p.m.

**ATTEST:**

Vanessa Castillo, MMC
City Clerk

**CITY OF WINTER HAVEN, FLORIDA**

Nathaniel J. Birdsong, Jr.
Mayor

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# POLK VISION



## COMMUNITY VISION COMPREHENSIVE UPDATE

# PREFACE

The Community Vision for Polk County adopted on August 2, 2004, was developed over an intense nine-month period by cross-sector leaders from all areas of the county. Polk Vision, Inc., (hereinafter referred to as Polk Vision) was established to actively facilitate processes through which Polk County could achieve this shared Vision.

Over the past two decades, Polk Vision has ensured the Community Vision remains vital and relevant by closely monitoring local conditions, identifying and building awareness of emerging priorities, promoting the alignment of programs and systems, and encouraging mutual accountability.

Through aligned stakeholder collaborations, considerable progress has been made towards achieving the shared Community Vision. However, amid unprecedented growth and its impact on our rapidly evolving community, it was evident the time had come to establish an updated Community Vision that is both responsive to the current dynamics and addresses the needs for the future.

To gain contemporary opinions from Polk County citizens, Polk Vision embarked upon a thorough and rigorous update to the Community Vision. To establish the methodology and to assist in performing the research and analysis, Polk Vision secured the services of a qualified consulting firm, Crescendo Consulting Group.

Updating the Vision began in January of 2023 when the Polk Vision Board of Directors tapped its Operating Board to serve as the Steering Committee for the project. This group of leaders spent months in deep discussion regarding the complexities impacting overall Quality of Life for the citizens of Polk County.

Following ten months of preparation, a countywide outreach launched in November of 2023 with seventy-two one-on-one interviews held with public, private, and civic leaders to discuss both current and emerging challenges. Throughout March and April of 2024, a series of thirteen focus groups were convened to gather the valuable insights and diverse perspectives of 215 residents. Following the Focus Groups, Polk Vision sought widespread input through an online survey which was open from May 1, 2024, through June 12, 2024, and garnered the opinions of 3,622 unique respondents.

The issues identified by this research are documented and organized within seven interdependent Areas of Focus. Priorities within each Area of Focus are tied to identified Strategies and data for Benchmarking. This provides a proven framework for the Community Vision implementation process and progress monitoring.

During a joint session of the Polk Vision Board of Directors and its Operating Board on June 20, 2024, the research results were reviewed and related strategies for improving outcomes were approved. On August 20, 2024, during a meeting of the Polk County Board of County Commissioners, the updated Community Vision was unanimously endorsed.

Polk Vision will continue to engage both public and private stakeholders to work together in alignment and make the Community Vision a reality.

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# VISIONING PROCESS

Research began in October of 2023 and included a series of one-on-one interviews with seventy-two stakeholders from across the county; sixty-one were held in person and the remaining eleven were held via telephone or video conferencing. These interviews lasted on average one and a half hours and provided the opportunity for in-depth conversations about how current, local conditions are impacting the overall Quality of Life in Polk County.

Following the completion of stakeholder interviews, thirteen in-person focus groups were held across the county between March and April of 2024 with 215 participants discussing their perspectives on the essence of Quality of Life. This included in-depth two-hour open exchanges regarding the strengths and challenges residents are experiencing.

Notes of these discussions were captured through live transcription and recording. These notes were collected and aggregated by Crescendo Consulting Group creating a database for each Area of Focus. This analytical process aimed to delve deep into the content, systematically analyzing the aggregated data to extract meaningful insights and patterns. Through this methodical approach, the research team was able to identify core themes that underpinned the group discussions.[1]

Further research was conducted through an online survey from May 1, 2024, through June 12, 2024. The questionnaire included closed-ended questions, open-ended questions, and demographic questions. In total, there were 3,622 survey responses. Special care was exercised to minimize the amount of non-sampling error through the assessment of design effects (e.g., question order, question-wording, response alternatives). The survey was designed to maximize accessibility and comprehensively evaluate respondents' insights.[2]

The issues identified by this research are addressed throughout the Vision and Strategies for the seven interdependent foundations to provide a comprehensive Vision for Polk County.  The seven Areas of Focus also provide a proven framework for the Vision Implementation Process.

[1] Appendix 1
[2] Appendix 2

# LONG-TERM VISION

## Our Vision

In order to achieve the over-arching priority of improved Quality of Life, strategies will be deployed in the seven Areas of Focus.

Before 2044 Polk County will have:

I. Growth Management and Infrastructure
Strategic growth management and resilient infrastructure that protects the environment and quality of life, supports the unique characteristics of distinct communities, enhances education opportunities, and promotes sustainable economic development.

II. Education
A collaborative educational network that connects students, families, academic institutions, community members and local businesses in support of holistic, inclusive, and dynamic learning opportunities.

III. Economic Advancement
An economic environment that attracts and retains industry-diverse businesses with high-paying careers and educates and retains qualified talent to align with targeted industry workforce needs.

IV. Community Health and Well–Being
A culture that prioritizes community health, wellness, and safety with equitable access to a range of high-quality, holistic resources enabling everyone to lead productive fulfilling lives.

V. Government
Collaboration among all levels of government that is efficient, customer-focused, and effective in serving the essential needs of its citizens.

VI. Civic Engagement
Citizens who actively learn, collaborate, and engage across both public and private sectors to ensure that Polk County continues to advance and prosper.

VII. Arts, Culture, and Recreation
An environment that promotes arts, cultural, and recreational opportunities that celebrate our diverse creative, historic, and natural resources.

# KEY BENCHMARKS

The Key Benchmarks measure Polk County's annual progress. These benchmarks, developed by Vision Partners, are assessed annually as data becomes available. Achieving these benchmarks requires collaborative efforts in seven interdependent Areas of Focus: Growth Management and Infrastructure, Economic Advancement, Education, Community Health and Well-Being, Government, Civic Engagement, and Arts, Culture, and Recreation. Polk Vision aims to shape a desirable future for Polk County. Each year, the benchmarks indicate when we are successful and can celebrate or when we fall short, prompting Vision Partners to review, revise, and refocus their strategies and action steps.

## I. Growth Management and Infrastructure

a. The Polk County TPO strives to maintain a coordinated, comprehensive, and continuing planning process meeting requirements set forth under Section 339.175, F.S. and develop both short and long-term plans and programs to meet the existing and future travel needs of Polk County. One of the primary areas of focus is monitoring the number of strategic plan projects completed and planned for completion on an annual basis. These projects, or plans, are designed to improve short and long-term mobility.

The baseline data for the TPO strategic plan projects is as follows

- In the fiscal year 2021/2022, 2 projects were completed.
- For the fiscal year 2022/2023, 12 projects were budgeted.
- The adopted budget for the fiscal year 2023/2024 also included 12 projects.
- Similarly, 12 projects are planned for the fiscal year 2024/2025. [3]

b. The County continues to invest in road projects to accommodate increased demand and in addition to projects currently funded in its 5-year CIP, has identified $2.1 billion of additional improvements.[4] Polk County is working

[3] https://www.polktpo.com/
[4] https://www.polk-county.net/

with developers on infrastructure agreements to provide improvements that are quicker and more cost-effective.

c. Polk County's Roads and Drainage Division is dedicated to providing efficient and cost-effective roadway resurfacing treatments to support the County's Pavement Management Program. This commitment is reflected in the division's ongoing efforts to recycle, maintain, and rehabilitate the county's roadways, ensuring they remain safe and functional for all residents.

The baseline data for the number of roads recycled, maintained, and resurfaced under this program is as follows:

Number of Roads Recycled (miles)[5]

- Actual FY 2021/2022: 5.50 miles
- Budget FY 2022/2023: 6.00 miles
- Adopted FY 2023/2024: 6.00 miles
- Planned FY 2024/2025: 4.00 miles

Number of Roads Maintained with Preventative Treatment (miles)[6]

- Actual FY 2021/2022: 56.00 miles
- Budget FY 2022/2023: 65.00 miles
- Adopted FY 2023/2024: 112.00 miles
- Planned FY 2024/2025: 195.00 miles

Number of Road Miles Resurfaced with Rehabilitation Treatment (miles)[7]

- Actual FY 2021/2022: 50.00 miles
- Budget FY 2022/2023: 88.00 miles
- Adopted FY 2023/2024: 76.00 miles
- Planned FY 2024/2025: 60.00 miles

These figures demonstrate Polk County's proactive approach to road maintenance and improvement. By recycling a substantial number of road miles each year, the county reduces waste and promotes sustainability. The significant increase in miles maintained with preventative treatment from FY 2021/2022 to FY 2024/2025 highlights the division's focus on extending the lifespan of roadways through timely interventions. Meanwhile, the

[5] https://www.polk-county.net/public-safety/roads-and-drainage/
[6] Ibid
[7] Ibid

rehabilitation treatment figures indicate a balanced approach to addressing more severe road conditions as needed.

d. Polk County's Roads and Drainage Division is committed to efficiently managing all Capital Improvement Program (CIP) projects to ensure they are completed within specifications and budget. This includes overseeing bridge construction and maintenance, as well as providing comprehensive oversight for all road construction projects.

The division's performance in managing bridge repairs and CIP project phases is illustrated by the following data:

Number of Bridges Repaired[8]

- Actual FY 2021/2022: 23 bridges
- Budget FY 2022/2023: 14 bridges
- Adopted FY 2023/2024: 10 bridges
- Planned FY 2024/2025: 15 bridges

Number of CIP Project Phases (design, right-of-way, permitting, construction) Completed[9]

- Actual FY 2021/2022: 25 phases
- Budget FY 2022/2023: 25 phases
- Adopted FY 2023/2024: 27 phases
- Planned FY 2024/2025: 30 phases

e. Polk County's Roads and Drainage Division is dedicated to providing efficient and cost-effective installation of new sidewalks, enhancing pedestrian safety and accessibility throughout the county. The division's commitment is demonstrated by the steady increase in the number of linear feet of new sidewalk installed annually.

Number of Linear Feet of New Sidewalk Installed[10]

- Actual FY 2021/2022: 23,607 linear feet
- Budget FY 2022/2023: 25,000 linear feet
- Adopted FY 2023/2024: 25,275 linear feet
- Planned FY 2024/2025: 25,275 linear feet

These figures reflect a consistent and proactive approach to expanding the county's sidewalk network. The increase from 23,607 linear feet in FY

[8] https://www.polk-county.net/public-safety/roads-and-drainage/
[9] Ibid
[10] Ibid

2021/2022 to the planned 25,275 linear feet in FY 2024/2025 indicates a strategic effort to meet the growing demand for safe pedestrian pathways.

By maintaining this upward trend, the division ensures that more areas of Polk County become accessible to pedestrians, promoting walkability and supporting healthier, more active lifestyles.

f. Polk County's Utilities Division is dedicated to ensuring that all new construction projects meet county standards through meticulous oversight and administration. This includes observing the installation of water mains, sewer mains, reclaim mains, lift stations, and new water and wastewater facilities. The division also manages testing and daily inspections, keeping detailed logs of project materials and progress.

Water, Sewer, and Reclaim Mains Observed[11]
- Actual FY 2021/2022: 10 projects
- Budget FY 2022/2023: 16 projects
- Adopted FY 2023/2024: 21 projects
- Planned FY 2024/2025: 18 projects

New Water Plant Construction[12]
- Actual FY 2021/2022: 2 projects
- Budget FY 2022/2023: 2 projects
- Adopted FY 2023/2024: 2 projects
- Planned FY 2024/2025: 1 project

Road Widening Projects Utility Adjustment[13]
- Actual FY 2021/2022: 3 projects
- Budget FY 2022/2023: 3 projects
- Adopted FY 2023/2024: 1 project
- Planned FY 2024/2025: 2 projects

Wastewater Plant Expansion[14]
- Actual FY 2021/2022: 3 projects
- Budget FY 2022/2023: 3 projects
- Adopted FY 2023/2024: 1 project
- Planned FY 2024/2025: 1 project

[11] https://www.polk-county.net/services/utilities/
[12] Ibid
[13] Ibid
[14] Ibid

The division's efforts are reflected in the increase in projects observed and overseen. The rise in the number of water, sewer, and reclaim mains observed from ten in FY 2021/2022 to a planned eighteen in FY 2024/2025 demonstrates a robust approach to managing infrastructure growth. While new water plant construction and wastewater plant expansions show a slight reduction in the planned projects, the division maintains a steady focus on these critical areas to ensure quality and compliance with county standards.

g. Increase the percentage of Polk County households with one or more computing devices to 98% by 2025. Polk County has shown significant progress in the adoption of computing devices among households over recent years. The percentage of households with at least one computing device has steadily increased, reflecting the growing digital inclusion and connectivity in the community.

- In 2019, 92.2% of Polk County households reported having one or more computing devices.
- By 2021, this figure had risen to 95.8%.
- In 2022, it reached 96%.[15]

h. Increase the percentage of Polk County households with an internet subscription to 94% by 2025. Polk County has made notable strides in increasing internet subscription rates among households in recent years. The percentage of households with an internet subscription has shown a steady upward trend, reflecting improvements in digital connectivity across the county.

- In 2019, 82.1% of households had an internet subscription.
- By 2021, this figure had risen to 88.6%.
- In 2022, it increased further to 91.2%.[16]

i. Ensure that Polk County has adequate affordable housing options. In Polk County, the housing affordability landscape is shaped by varying income levels and economic challenges, as illustrated by the ALICE (Asset Limited, Income Constrained, Employed) data. This data provides insight into the financial realities faced by many residents and highlights the need for targeted affordable housing solutions.

[15] www.data.census.gov
[16] www.data.census.gov

According to the ALICE data:

- 52% of households are classified as "Above ALICE Threshold," meaning they earn enough to cover their basic needs and are not considered financially constrained.
- 33% of households fall into the "ALICE" category, which encompasses individuals and families who are employed but struggle to make ends meet due to limited assets and income. This group faces significant financial pressures, often finding it challenging to afford necessities such as housing, healthcare, and transportation.
- 15% of households are living below the poverty line. They experience severe financial hardship, making it difficult to meet even the most basic needs, including affordable housing.[17]

This distribution of household income levels highlights the ongoing challenges in achieving housing affordability in Polk County. While a significant portion of the population is financially stable, a notable percentage of residents, both ALICE and those below the poverty line, face considerable barriers to securing affordable housing.

In 2023, the median sale price for a single-family home in the Lakeland – Winter Haven MSA was $334,425. This is a 0.2% decrease from the previous year. From 2018 – 2022, the median gross rent in Polk County was $1,192. The ratio of median income to housing value was 28.2% for Polk County and 23.2% for Florida, while the ratio of median income to annual rent was 4.3 for Polk County and 3.9 for Florida.[18]

## II. Economic Advancement

a. Decrease the number of people commuting outside of the county for employment. In 2020, 66,066 people lived in Polk County and worked outside of it, with 63,405 working in other Florida counties. In 2020, 34,751 people lived outside of Polk County and worked within it, with 33,623 coming from Florida counties[19]. The net commuting population was 29,782 for Florida counties and an additional 1,533 for non-Florida counties 1, or 10.9% and 0.6%, respectively, of the number of 272,200 nonfarm jobs. This is an increase from the 7.7% of net commuting jobs for Polk County in 2003.

[17] https://www.unitedforalice.org/demographics/Florida
[18] https://www.census.gov/quickfacts/fact/table/US/PST045222
[19] www.data.census.gov

Commuting may cause stress on families and limit availability for volunteer work and community service. Additionally, the extra cars on the road cause a strain on transportation infrastructure. With its centralized location and affordability, Polk County will continue to attract residents working in neighboring counties.

b. Decrease the percentage of individuals in poverty to meet or be consistently below the state average. In 2022, the poverty rate in Polk County decreased to 14.8%, yet it remained above the state average of 12.9% and the national average of 12.5%.[20]

c. Maintain a working age/retirement age ratio[21] that meets or exceeds the state ratio to increase the wealth of residents. In 2022, the working age to retirement age ratio for Polk County was 3.0, as compared to 2.7 for Florida and 3.5 for the United States. While Polk County's ratio has remained stable since 2000, the ratio for Florida and the U.S. has fallen from 3.3 and 4.7, respectively.[22]

d. Maintain the upward trend of Polk County's taxable value as a percentage of Florida's taxable value. Polk County saw an increase in taxable value from FY 2023-24 to FY 2024-25 of $6,784,329,294.[23]

e. Increase the Polk County per capita income as a percentage of the United States to at least 90%. Polk County's per capita income, as a percentage of the U.S. per capita income, has remained relatively stable, increasing slightly from 81.1% in 2002 to 83.1% in 2022.[24] This ratio rose during the economic expansion of the early 2000s, fell during the subsequent recession, and stabilized around 80% before rising again in 2022.

f. Promote both job growth and increased earnings per job. From 2003 to 2023, Polk County saw a substantial increase in nonfarm jobs, rising from 182,300 to 272,200, reflecting a compounded annual growth rate of 2.02%. This outpaced Florida's compounded growth rate of 1.51% over the same period. Additionally, average weekly wages in Polk County grew by 2.76% from 2007 to 2023, surpassing Florida's wage growth of 2.40% over this same period.[25]

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[20] www.data.census.gov
[21] Calculated as the ratio of the population between 18 and 65 to the population of 65+ from the Census QuickFacts. https://www.census.gov/quickfacts/fact/table/US/PST045222
[22] https://www.cfdc.org/resources/data-research/
[23] https://www.polk-county.net/business/budget-and-management-services/
[24] https://fred.stlouisfed.org/series/MEHOINUSA646N
[25] www.bls.gov

g. Improve residents' purchasing power by maintaining a Cost-of-Living Index in Polk County that is consistently below the state's index. By the fourth quarter of 2023, Polk County's annual average salary was $51,306, and the Cost-of-Living Index was 93.2. This resulted in a purchasing power of $55,077. In comparison, Florida's average salary was $63,911 with a Cost-of-Living Index of 93.2, yielding a purchasing power of $62,002. Nationally, the average salary had increased to $69,861, with a Cost-of-Living Index of 100.0 and a purchasing power of $69,861.[26]

## III. Education

a. Increase the kindergarten readiness rate in Polk County to meet or exceed the statewide average. In the Fall of 2022, 43% of children in Polk County were considered ready to enter kindergarten (Scoring 690+ on FAST Star Early Literacy Assessment), compared to 49% statewide in Florida. By the Fall of 2023, the readiness rate in Polk County increased slightly to 44%, while the statewide readiness rate rose to 51%.[27]

b. Increase the percentage of students in Polk County reading on grade level (achieving a Level 3 or above on the English Language Arts FAST assessment) to meet or exceed the statewide average.

| 2022-2023 | Polk County | State of Florida |
|---|---|---|
| **3rd grade** | 49% | 55% |
| **5th grade** | 50% | 55% |
| **8th grade** | 42% | 51% |
| **10th grade** | 45% | 53% |

Data collected from the Florida Department of Education.[28]

c. Increase high school graduation rates to meet or exceed the statewide average. In 2022-2023, Polk County's graduation rate was 78.3%, while the statewide rate was 88%.[29]

[26] https://www.cfdc.org/resources/data-research/
[27] https://www.fldoe.org/
[28] Ibid
[29] Ibid

d. Increase the post-secondary enrollment rate in Polk County to meet or exceed the statewide average. Postsecondary enrollment rates provide information about students who graduate with a standard high school diploma and who then enroll in postsecondary education within the first academic year following their high school graduation. At the end of the 2021-2022 school year, Polk County's enrollment rate in "Any Florida Post-Secondary Enrollment" was 37.1%, compared to the statewide rate of 53.7%.[30]

e. Increase the percentage of adults aged 25 and over in Polk County with a bachelor's degree or higher to meet or exceed the statewide average. As of 2022, 21.4% of adults aged 25 and over in Polk County hold a bachelor's degree or higher. This is notably lower than the state average in Florida, where 32.3% of adults have attained this level of education, and the national average of 34.3%.[31]

f. Increase the percentage of adults aged 25 and over in Polk County with some college education or a higher degree to meet or exceed the statewide average. As of 2022, 53.9% of adults aged 25 and over in Polk County have some college education or a higher degree. This is lower than the state average of 62.9% in Florida and the national average of 63.6%.[32]

## IV. Community Health and Well-Being

a. Reduce Polk County's infant mortality rate to meet or fall consistently below the state average. Between 2019 and 2021, Polk County's infant mortality rate was 7.2 per 1,000 live births, higher than Florida's average rate of 5.9. From 2020 to 2022, the rate in Polk County increased to 7.7 per 1,000 live births, while Florida's rate remained at 5.9.[33]

b. Reduce Polk County's overall and child food insecurity rates to meet or fall consistently below the state average. In 2022, food insecurity rates increased across the board. Polk County's overall food insecurity rate rose to 13.7%, surpassing Florida's rate of 13.2% and the U.S. rate of 13.5%. Similarly, Polk County's child food insecurity rate climbed to 20.8%, higher than Florida's rate of 19.1% and the U.S. rate of 18.5%.[34]

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[30] https://edudata.fldoe.org/ReportCards/Schools.html?school=0000&district=53
[31] https://data.census.gov/
[32] Ibid
[33] https://www.flhealthcharts.gov/charts/default.aspx
[34] https://www.feedingamerica.org/research/map-the-meal-gap/by-county

c. Increase the number of Behavioral Health/Mental Health Professionals to meet or exceed the state average per 100,000 people. In 2022-2023, Polk County averaged 77.9 professionals per 100,000 people, while the statewide average in Florida was 121.8 professionals per 100,000 people.[35]

d. Reduce the prevalence of overweight or obese adults and students in Polk County to meet or fall below the state average. In 2019, 71.4% of adults in Polk County were classified as overweight or obese, compared to 64.6% statewide. Data for adults from 2020 to 2022 was not available for Polk County, but statewide rates during this period were 64.1% in 2020, 67% in 2021, and 66.1% in 2022.[36] For students, 42% of middle and high school students in Polk County were overweight or obese in 2022, significantly higher than the 31.7% statewide average. In 2023, while Polk County data was unavailable, the statewide rate for students was 30.2%.[37]

## V. Government

a. Increase the satisfaction rate of perceived government performance regarding growth management by at least 10% by the next Polk Vision Quality of Life Survey cycle in 2029. In the Polk Vision Quality of Life Survey conducted between May and June 2024, the community expressed a clear desire for improvements in growth management, with 29% of respondents identifying "responsible and economically sustainable growth management" as their top priority for the county's development.

   A comprehensive plan update entitled “Prosper 2050” is to be performed during 2024-2025 and will be aligned with the updated Vision established by Polk County residents in 2024.

b. Improve community satisfaction with government communications. In the Baseline Quality of Life Survey conducted between May and June 2024, the effectiveness of communication between government and citizens was identified as a key area for improvement. While 56.7% of respondents agree that "government officials are responsive to citizen input," 18.6% of respondents placed improving this communication as their fourth highest priority.

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[35] https://www.flhealthcharts.gov/charts/default.aspx
[36] Ibid
[37] Ibid

## VI. Civic Engagement

a. Increase voter registration and turnout in Polk County. As of July 12, 2024, Polk County has a total of 440,309 active registered voters distributed as follows: Republican Party of Florida: 180,076, Florida Democratic Party: 133,278, Minor Party: 12,751, and No Party Affiliation: 114,204.

Recent voter turnout percentages in Polk County are:

- General Election (November 3, 2020): 73.3%
- 2024 Presidential Preference Primary: 21.5%
- 2024 April Municipal Election: 14.89%.[38]

## VII. Arts, Culture, and Recreation

a. Elevate Polk County's national ranking for arts and culture to a position in the top quartile (i.e. a score of 75 or higher). According to the 2023 Arts Vibrancy Index report, Polk County's current rating is 72.[39]

b. Promote the integration of arts, culture, and recreation within public education. Polk County Public Schools (PCPS) significantly increased their Fine Arts Budget from $363,639 in the 2022-23 fiscal year to $642,341, reflecting a strong commitment to enhancing arts education.[40]

[38] https://www.polkelections.com/Facts-Figures/Election-Results
[39] https://dataarts.smu.edu/ArtsVibrancyMap/
[40] https://www.polkschoolsfl.com/about/budgetandfinance

# STRATEGIES

Interdependent Building Blocks that Support Our Long-Term Vision

I. Growth Management and Infrastructure

II. Economic Advancement

III. Education

IV. Community Health and Well-Being

V. Government

VI. Civic Engagement

VII. Arts, Culture, and Recreation

# I. Growth Management and Infrastructure

## VISION

Strategic growth management and resilient infrastructure that protects the environment and quality of life, supports the unique characteristics of distinct communities, enhances education opportunities, and promotes sustainable economic development.

STRATEGIES:

A. Comprehensive Planning

A Comprehensive Plan serves as a blueprint for future commercial and residential land uses, housing, conservation, cultural and recreational amenities. An essential component of the Comprehensive Plan is identifying the new infrastructure and growth demands needed to support the future physical and economic development of the county while aiming to preserve the environmental features and community character of the area.

1. Polk County government will maintain a Comprehensive Plan that is coordinated with countywide infrastructure plans.

    a. A comprehensive plan update entitled "Prosper 2050" is to be performed during 2024-2025 and will be aligned with the updated Vision established by Polk County residents in 2024.

    b. Through extensive resident engagement, "Prosper 2050" will enable citizens to envision the positive impacts on Quality of Life in Polk County through well-managed growth over the next 25 years.

    c. Polk County government shall strengthen its collaborations with Polk Vision, Inc., local municipal governments, regional and state agencies, and community residents to ensure alignment with existing regional municipal visions and infrastructure plans.

    d. Both public partnerships and public-private partnerships will be created and maintained for all elements of land use and infrastructure planning and development.

e. Polk County government together with Polk Vision, Inc. will provide the collaborative framework to strengthen and sustain these partnerships.

B. Smart Growth Management

Smart Growth management is an overall approach to development that encourages a mix of building types and uses, diverse housing and transportation options, development within existing neighborhoods, and requires robust community engagement. It can help support a growing economy, jobs creation, affordable housing, access to schools, libraries, and essential services, with limited development near agricultural lands, and the preservation of natural resources.

1. Smart Growth Strategies will be collaboratively identified, defined, and implemented encompassing the following elements:

- Future Land Use
- Housing
- Conservation
- Economic Development
- Infrastructure
- Transportation
- Recreation and Open Space
- Public School Facilities
- Intergovernmental Coordination
- Capital Improvements

2. The identified Smart Growth Strategies will include Future Land Use and Infrastructure plans that align with the Economic Development efforts of the county, municipalities, and the private sector that will serve to sharpen economic development and drive higher wages.

Specific attention will be given to the following targeted industries:

- Advanced Manufacturing
- Agribusiness & Agri technology
- Aviation & Aerospace
- Business Services
- Health Sciences
- Entertainment, Arts & Tourism
- Logistics, Supply Chain & Distribution
- Research & Technology

3. County and municipal Land Use and Infrastructure plans will provide the capacity required to meet the updated countywide Vision established by residents in 2024.

C. Area Strategic Plans

1. Area Strategic Plans will be developed as a positive addition to the Comprehensive Plan and provide a mechanism to ensure coordination between Polk County government and each of the seventeen municipalities and to best serve the interests of the county overall.

   a. Primary importance will be placed on ensuring cooperation, equity, and trust between Polk County government and each of the seventeen municipalities in the establishment and implementation of the Area Strategic Plans.

   b. All Area Strategic Plans will be coordinated and phased for build-out with the most efficient and effective construction of infrastructure elements.

   c. Incentives and disincentives may be used to create the most strategically advantageous plan and priority of sequence.

   d. Decisions will be made based on engineering, science, cost accounting and the best factual data available.

   e. The Area Strategic Plans will aim to reduce urban sprawl through both the creation of new neighborhoods and the redevelopment of established areas.

   i. Neighborhood designs will be linked by sufficient multi-modal transportation options that enable easy access to churches, schools, shopping, recreation, essential services, and amenities such as parks and play areas, which increase neighborhood interaction and build community connections.

   f. Development codes and ordinances will be stringently enforced and aligned with the land use plan and elements of the infrastructure master plans.

D. Redevelopment

1. Eliminate blighted areas through a combination of new development and the reconstruction and rehabilitation of residential, commercial and retail districts including sites designated for housing, business, industrial, and public buildings.

    a. Form collaborative partnerships that include residents, community groups and business leaders to create and implement innovative redevelopment plans for all county and city neighborhoods in distress and focus on reversing economic decline.

    b. Elements of the redevelopment plans will include measures aimed at addressing underlying issues that contribute to the existing problems in the area such as existing land tenure, infrastructure, and socioeconomic challenges.

    c. Coordinate stakeholder efforts to ensure continuity and protect against unintended market forces that might displace longtime residents and businesses.

E. Affordable Housing

Affordable housing is a vital component of infrastructure investment. In Polk County escalating housing costs are reported to be prohibitively high for even moderate-income households.

1. Strengthen existing and establish new collaborative partnerships between county and municipal governments, nonprofits, developers, and other stakeholders across the county to create and implement innovative housing strategies designed to close the housing affordability gap and achieve lasting sustainable housing solutions.

    a. Ensure the construction and preservation of an affordable housing stock that falls within the range of wages in Polk County.

    b. Collaboratively create and implement a range of comprehensive strategies on the basic premise that individuals and families of all incomes deserve safe, decent, affordable homes that are accessible to jobs, shopping, and other services and are available

at a cost that allows them to provide for necessities such as food, clothing, and medical care.

2. Continue to leverage resources and improve communities by assisting vulnerable populations through the Polk County government Housing and Neighborhood Development[41] (HND) programs, which prioritize federal and state grant funds across a range of areas including:

   i. Shelter for Homeless Population – The acquisition, construction, and/or rehabilitation of shelter facilities and housing for the homeless population.

   ii. Rental Assistance – Rental assistance and security or utility deposits for income-eligible individuals and households. Rapid housing for individuals and households at risk of or already experiencing homelessness.

   iii. Homeownership Assistance – Direct assistance to prospective low- and moderate-income homebuyers, including down payment and closing cost assistance, credit counseling, and homeownership education.

   iv. Housing Preservation – Acquisition, rehabilitation, and/or preservation of affordable housing for low- and moderate-income residents.

   v. New Housing – Acquisition, development, and construction of new affordable housing.

   vi. Neighborhood Improvements - Provide funding for public facility improvements in target areas, and in very low-, low- and moderate-income areas to improve the quality of life and health of neighborhood residents.

[41] https://www.polk-county.net/services/housing-and-neighborhood-development/

F. Capital Improvement Plan

1. The countywide Comprehensive Plan will include a Capital Improvement element that uses innovative funding for all infrastructure development on an annual basis.

    a. The Comprehensive Plan for Polk County includes a Capital Improvement element, otherwise known as the Community Investment Program[42] (CIP). The CIP is a rolling five-year plan that documents all capital infrastructure projects whether financed by Federal, State, County, School Board, municipal or other governmental authorities or entities. All projects are required to meet the service level required for each type of infrastructure and are included whether funds for construction are currently available or not.

    b. The CIP, with its five-year time frame, gives a fair indication of the County's foreseeable infrastructure needs. There may be bona fide reasons why a project is needed or desired in the immediate future; however, a project may be deferred because resources are unavailable. The CIP helps to structure this decision-making by reviewing capital project requests as well as the operational impact from the implementation of the program. Polk County's CIP is a dynamic program, whereby the program changes as identified projects require funding adjustments during the fiscal year and occasionally from year to year.

2. Combined new residential and commercial growth each year will be expected to pay for the incremental costs associated with infrastructure and the annual operational cost of such growth.

    a. This is to include, without limitation, the cost of upsizing utilities, providing land for schools, fire stations, Sheriff sub-stations, parks, open space, etc. in addition to impact fees and partial year assessments.

[42] https://www.polk-county.net/business/cip-projects/

3. Polk County government will be expected to either provide or arrange for municipal-type services in urbanized, unincorporated areas to ensure the availability of consistent, high-quality services to all residents.

G. Transportation

1. Transportation Planning

The Polk Transportation Planning Organization[43] (TPO) is the lead transportation planning agency for Polk County. The TPO works with the Florida Department of Transportation and local governments to plan and fund transportation projects to meet the short and long-term travel needs of all users.

The Polk Transportation Planning Organization (TPO) approved the Long-Range Transportation Plan[44] for 2045 on Dec. 10, 2020. This plan identifies and addresses future transportation needs and presents a vision for how transportation investments and policies will serve and promote the long-term growth management strategy for Polk County.

Having safe, efficient, and reliable travel options is important for creating a thriving community with a strong economy. The Polk LRTP characterizes current and future transportation needs and highlights the various multi-modal recommendations to address those needs in our community.

Updated every two years, the Polk TPO produces a Unified Planning Work Program[45] (UPWP) describing the transportation planning projects and programs to be performed within Polk County, Florida. The planning tasks address transportation issues that concerned citizens, elected officials, and transportation professionals identify as priorities. The UPWP substantiates the level of effort for each task and the associated requirements for federal, state, and local funding.

[43] https://www.polktpo.com
[44] https://polktpo.com/what-we-do/our-planning-documents/2045-long-range-transportation-plan
[45] https://polktpo.com/who-we-are/about-the-tpo/unified-planning-work-program

a. Increase resident participation in the planning and decision-making process regarding transportation planning through outreach efforts to engage stakeholders from all community segments.

b. Continuously seek to provide existing residents and newcomers of all mobilities with more choices to get around through a variety of multi-modal options including driving, public transit, walking, rolling, biking, or new forms of micro-mobility.

c. Continuously work to ensure that Polk County receives its fair share of Florida and Federal transportation funding dollars.

d. Collaboratively seek grants to increase resources to meet the growing needs and address the growing list of identified yet unfunded roads projects.

e. Ensure that roads are continually improved and have adequate capacity.

2. Mass Transit Operations
   All public transportation across Polk County is provided by the Lakeland Area Mass Transit District, operating as Citrus Connection.[46]

3. Mass Transit Development Plan
   The Transit Development Plan (TDP) is a 10-year plan that is required of each transit agency receiving funds from the Florida Department of Transportation. In 2022, the Polk TPO, in coordination with Citrus Connection and the seventeen municipalities developed the 2023-2032 Major Update to the Polk Transit Development Plan entitled Polk Transit Vision 2032.[47]

   f. Increase resident participation in the planning and decision-making process regarding transit operations through outreach efforts to engage stakeholders from all community segments.

[46] https://ridecitrus.com
[47] https://polktpo.com/what-we-do/our-planning-documents/transit-development-plan

g. Continuously seek to provide existing residents and newcomers of all mobilities with more choices to get around through a variety of public transit options.

h. Continuously work to ensure that Polk County receives its fair share of Florida and Federal transit funding dollars.

i. Collaboratively seek grants to increase resources to meet the needs of a growing population.

j. Continuously leverage all public access airports in the county to attract general aviation, charter, and commercial passenger air service.

H. Broadband

1. The Polk County Board of County Commissioners in partnership with Polk Vision, Inc., and its Smart Community Team serves as the Local Technology Planning Team in compliance with the statutory requirements set forth by the Florida Department of Commerce, Office of Broadband.

   The Office of Broadband works with local and state government agencies, community organizations and private businesses to increase the availability and effectiveness of broadband internet throughout the state, specifically in small and rural communities. Through these partnerships, the Office of Broadband encourages investment in grant funding opportunities for the broadband program that focus on the expansion of broadband.

   a. Maintain a high level of cross-sector stakeholder participation in the planning and decision-making process regarding broadband expansion.

   b. Continuously work to ensure that Polk County receives its fair share of state and federal broadband funding dollars.

   c. Collaboratively seek grants to increase resources to meet the growing broadband needs and address the list of yet unfunded projects.

   d. Ensure that broadband access is continually improved and that Polk County has adequate capacity.

e. Increase competition for internet service in unserved and underserved communities, which will lead to more affordable access and improved services to residents and anchor institutions.

I. Water Conservation

The State of Florida has identified sustainable water services as one of the top environmental and legislative priorities. The Department of Environmental Protection[48], responsible for the administration of the water resources at the state level, exercises general supervisory authority over the state's five water management districts, which are responsible for the administration of water resources at the regional level.

Polk County falls within two of these districts - Southwest Florida Water Management District[49] and South Florida Water Management District.[50]

1. Locally, the Polk County Regional Water Cooperative[51] (PCRWC) was formed to lead planning for Polk County's future water supply needs. Oversight of PRWC, a political subdivision of the State of Florida, is solely in the hands of elected officials representing Polk County government and fifteen municipal governments.

    a. Take aggressive action to ensure that sufficient water capacity is available and permitted to meet the growing individual and regional needs of Polk County.

    b. Continuously work to ensure that Polk County receives its fair share of state and federal water resource funding dollars.

    c. Align cross-sector support for the efforts of the Polk Regional Water Cooperative in developing strategies that meet the long-term water demands of Polk County, determining needed infrastructure, and facilitating a regional conservation program which encourages the responsible use of our water resources.

[48] https://floridadep.gov/water
[49] https://www.swfwmd.state.fl.us/
[50] https://www.sfwmd.gov/
[51] https://prwcwater.org/

d. Emphasize the crucial role of water by educating and engaging citizens in water supply, water conservation and water quality issues.

J. Environment and Natural Resources

1. The protection of natural habitat across Polk County is a high priority and a substantial and irreplaceable part of our natural heritage.

   a. Educate the community and align cross-sector stakeholders in support of the Environmental Lands Program[52] which acquires, preserves, protects, manages, and restores endangered and environmentally sensitive lands, water resources and important wildlife habitats.

   b. Support the efforts of Keep Polk County Beautiful[53] and its partner organizations in efforts to improve the aesthetic and ecological value of Polk County through litter control and prevention, beautification, waste reduction, recycling and proper handling and disposal of solid waste.

   c. Stringently enforce laws that curb illegal dumping.[54]

   d. Encourage our citizens and visitors to use and enjoy lakes and rivers while:

      i. Protecting and improving the natural environment of our lakes.

      ii. Developing lakefront areas to utilize Polk County's greatest natural resource.

      iii. reserving the water quality of our lakes.

      iv. Increasing wildlife habitats.

      v. Promoting community awareness and pride in our lakes. through activities that provide economic and environmental benefits.

[52] https://www.polk-county.net/things-to-do/parks-and-recreation/environmental-reserves/conservation/
[53] https://www.keeppolkcountybeautiful.org/
[54] https://www.polk-county.net/public-safety/code-enforcement/

2. Support reclamation efforts of phosphate land and advocate for the legislature to fully fund the trust fund for this purpose.

## II. Economic Advancement

### VISION

An economic environment that attracts and retains industry-diverse businesses with high-paying careers and educates and retains qualified talent to align with targeted industry workforce needs.

STRATEGIES:

A. Align the economic development efforts of the county, each of the seventeen municipalities, and the private sector for the greater good of all Polk County.

B. Encourage all economic development stakeholders to formally endorse the Vision and commit to providing the leadership, resources, and organizational alignment necessary to ensure its ongoing successful implementation.

1. Maintain a list of targeted job sectors that will sharpen the economic development focus on industries that drive higher wages.

- Advanced Manufacturing
- Agribusiness & Agri technology
- Aviation & Aerospace
- Business Services
- Health Sciences
- Entertainment, Arts & Tourism
- Logistics, Supply Chain & Distribution
- Research & Technology

a. Continue to emphasize Tourism[55], which not only provides job opportunities and increases public revenues but also emphasizes the county's distinctiveness and unique character and promotes the historical, cultural, and natural assets of our community.

[55] https://visitcentralflorida.org/

2. Develop a forward-thinking, non-competitive view of the county, neighborhoods, and local area.

   a. Maintain a countywide 'brand' for external economic development marketing purposes that reflects the regional promotion of Polk County and its municipalities.

3. Establish aggressive, competitively funded, dynamic economic development programs that generate job growth by attracting diverse industries to Polk County; support the expansion and retention of jobs by existing employers; and foster the creation of new enterprises.

   a. Utilize and maintain highly competitive incentive and tax exemption programs that attract new higher-paying jobs through relocation, expansion, retention, and new enterprise creation.

   b . Actively seek to identify and support the retention and expansion needs of existing businesses and consider these businesses as prospects for new job creation.

   c. Cultivate economic competitiveness by examining the reasons businesses choose not to locate in Polk County and those businesses that leave the county to understand their decision-making. Proactively address the identified issues.

   d. Foster an economic environment that supports small business and entrepreneurial development, with a focus on creating higher-paying careers.

      i. Align efforts with the Small Business Development Center in Polk County.[56]

      ii. Advance the development of business incubators.

      iii. Support the establishment of entrepreneurial networks.

      iv. Promote awareness of small business resources available through the Florida Department of Commerce.[57]

[56] https://sbdctampabay.com/polk/
[57] https://www.floridajobs.org/

v. Strengthen partnerships between Polk County businesses and research entities that commercialize research.

4. Maintain a countywide comprehensive inventory of available commercial and industrial certified real estate, including empty buildings, to be marketed by the Central Florida Development Council[58], other local economic development organizations, and commercial real estate brokers.

5. Identify sites that need land use changes countywide. Proactively initiate those changes by encouraging the landowner, the developer, the county, or the municipality to initiate the change.

   a. Recognize that the county and/or municipalities may have to compromise and share costs with landowners to make the needed land use and permitting changes.

   b. Encourage private sector collaboration to fund office/industrial parks and build speculative buildings.

   c. Recognize that when the private sector does not step up, the public sector may have to ensure that sites and projects are assembled, permitted, and ready for development.

   d. Recognize the public sector may have to be involved in rehabilitating existing buildings.

C. Strengthen existing partnerships with economic development organizations in the Tampa and Orlando region, the State of Florida, nationally and globally to assist in generating higher-paying jobs.

[58] https://www.cfdc.org/

# III. Education

## VISION

A collaborative educational network that connects students, families, academic institutions, community members, and local businesses in support of holistic, inclusive, and dynamic learning opportunities.

STRATEGIES:

A. Align community efforts with the strategic plans of Polk County Public Schools and local post-secondary institutions to provide countywide access to a comprehensive array of disciplines.

B. Establish a countywide culture that prioritizes educational attainment through collaboration and engagement among parents, community members, and the business community.

C. Support innovative, rigorous academic preparation that inspires, educates, and prepares students to achieve their full potential regardless of geographic, financial, or demographic circumstances.

1. Early Childhood Education
   Support early childhood care and education that focuses on the holistic development of a child's social, emotional, cognitive, and physical needs and establishes a durable foundation for lifelong learning and well-being.

   a. Align community efforts with the strategic plans of Polk County Public Schools, the Early Learning Coalition, and accredited early childhood learning programs offered around the county.

   b. Raise awareness regarding the importance of early childhood education and the role early childhood educators play in the development of a child’s emotional, cognitive, and social skills and improved readiness for school.

   c. Increase the number of licensed and accredited preschools and develop career pathways for early childhood educators.

2. K-12 Education and Skills Training
   Establish the expectation that every student will graduate from high school with the knowledge and skills necessary to either attend a university, college, or technical school or join the workforce.

   a. Align community efforts with the strategic plan of Polk County Public Schools.

   b. Promote partnerships between K- 12 schools, postsecondary institutions, and area businesses to provide a variety of structured academic and experiential training opportunities.

   c. Implement programs to enhance the career exploration education of middle and high school students in preparation to enter either a postsecondary institution, the workforce, or the military.

   d. Increase dual enrollment programming, career and technical education opportunities, and specialized experiential training including internships and apprenticeships, which meet the current and future needs of local businesses.

3. Post-Secondary Education
   Encourage connections between local educational institutions and area businesses to employ students in Polk County following graduation.

   Polk County's colleges and universities currently include:

   - Florida Polytechnic University
   - Florida Southern College
   - Keiser University
   - Polk State College
   - Ridge Technical College
   - Southeastern University
   - Traviss Technical College
   - Warner Southern University
   - Webber International University

   a. Encourage local K-12, colleges, and universities to create and expand degree and career and technical education programs aligned with targeted industry sectors as identified by Polk County's economic development organizations.

→ Advanced Manufacturing
→ Agribusiness & Agri technology
→ Aviation & Aerospace
→ Business Services
→ Health Sciences
→ Entertainment, Arts & Tourism
→ Logistics, Supply Chain & Distribution
→ Research & Technology

b. Provide responsive technical training for new and existing businesses to have a highly qualified workforce with the skills, knowledge, and attitudes required to keep pace with best practices and support the goals of the business.

c. Develop targeted industry training programs that may incentivize the relocation and/or expansion of businesses ensuring a qualified workforce necessary to support economic development.

4. Adult Education
Communicate widely the availability of continuing education courses and support the development of user-friendly transition programs for adults seeking to further their education.

a. Encourage every adult in Polk County without a high school diploma to obtain a GED.

b. Support the effective delivery of quality adult and family literacy and assist community-based literacy organizations with their training and program development needs.

c. Provide free or low-cost English classes to learn English as another language.

d. Support the development of accessible communication tools designed to attract and encourage prospective adult learners to continue their education.

e. Support continuing education by offering childcare for adult students.

f. Provide transportation where needed.

g. Develop a grant program for adults to pay for their first college course and/or GED.

h. Recognize and promote awareness of the Florida Department of Education "Open Door" grant program which provides funds to support student completion of short-term, high-demand credit, and non-credit career and technical education programs at Career Centers and Florida College Systems institutions.

## IV. Community Health and Well-Being

### VISION

A culture that prioritizes community health, wellness, and safety with equitable access to a range of high-quality, holistic resources enabling everyone to lead productive and fulfilling lives.

STRATEGIES:

A. Encourage all stakeholders to formally endorse the Vision and commit to providing the leadership, resources, and organizational alignment necessary to ensure its ongoing successful implementation.

B. Organize and align the efforts of a collaborative network of public and private stakeholders providing healthcare, education, public safety, emergency intervention, social services, and safety net programs.

C. Address the multifaceted aspects of wellness including physical, mental, emotional, social, intellectual, and spiritual health.

1. <u>Health Care</u>

a. Expand availability of and access to high-quality, affordable healthcare with sufficient choices in medical specialties, including treatment for substance use disorders and comprehensive, long-term behavioral and mental healthcare.

b. Emphasize the importance of preventative healthcare to manage existing health conditions that lead to chronic disease, disability, and premature death.

c. Promote widespread awareness of the publicly funded reduced fee and free healthcare options available in Polk County.[59]

2. Social Services and Safety Net

a. Support the expansion and development of programs that provide opportunities for all people to become self-sufficient and meet their basic needs.

b. Develop accessible, co-located "one-stop" social service delivery and prevention centers in enough locations countywide for reasonable accessibility.

c. Increase the awareness of social service availability through the United Way of Central Florida[60] 211 hotline and accompanying database.

3. Vulnerable Populations

Those at greater risk for poor health status and healthcare access, experience significant disparities in life expectancy, access to and use of healthcare services, morbidity, and mortality.[61]

a. Align partnerships with government and social service agencies to improve protection for the vulnerable, promote strong and economically self-sufficient families, advance personal and family recovery, and strengthen resiliency and well-being.

Abused and Neglected

i. Expand agency support focused on reducing abuse and neglect rates for children and spouses.

ii. Increase Guardian Ad Litem[62] volunteer representation for all children who are involved in dependency court because of physical abuse, sexual abuse, neglect, or abandonment.

[59] https://polkhealthcareplan.net/
[60] https://uwcf.org/
[61] American Journal of Managed Care, 2006
[62] https://guardianadlitem.org/

Homeless/Unhoused

iii. Increase awareness of the role of the Homeless Coalition of Polk County and its member agencies.

iv. Align cross-sector support in establishing a countywide unified approach to address the critical level of homelessness.

Older Populations/Aging Adults

v. Organize and align the efforts of a collaborative network of public and private stakeholders to establish and promote widespread awareness and the adoption of best practices for older citizens who want to age in place.

Food Insecure

vi. Continue to support the Polk County Food Security Council[63] and its members to align local and regional hunger solution efforts.

4. Built Environments
A healthy built environment ensures that all community members have opportunities to be healthy, regardless of age, income, gender, or other factors.[64]

a. Support interventions and policy changes at the local, state, and federal level that help reduce health and safety risks and promote healthy activities.

b. Expand opportunities for people to be physically active and increase social interactions through the creation and expansion of parks, mixed-use trails, sidewalks, and bike lanes.

[63] https://www.liveuwcf.org/servlet/eAndar.article/2198/Polk-County-Food-Security-Council
[64] https://search.cdc.gov/search/?query=built%20environments&dpage=1

5. Public Safety
   Public Safety is the protection of people and their property from harm, crime, and disaster and includes crime prevention and law enforcement, corrections, emergency medical services, public health, safety education, infrastructure, and the management of natural or human-made disasters.

   a. Maintain a well-equipped, well-trained, and well-coordinated public safety system of law enforcement, corrections, emergency medical services, fire services, and emergency management that equitably and effectively deploys services across Polk County.

   b. Protect people from exposures and hazards that cause illness, injury, and trauma.

## V. Government

### VISION

Collaboration among all levels of government that is efficient, customer-focused, and effective in serving the essential needs of its citizens.

STRATEGIES:

A. Increase the level of collaboration between the municipalities, county, school board, state and federal governments, the private sector, non-profits, and individual citizens to increase the effectiveness and efficient use of resources.

B. Encourage all government institutions and agencies to formally endorse the Vision and commit to providing the leadership, resources, and organizational alignment necessary to ensure its ongoing successful implementation.

C. Maintain a well-equipped, well-trained, and well-coordinated public safety[65] system of law enforcement, corrections, emergency medical services, fire services, and emergency management that equitably and effectively deploys services across Polk County.

[65] Public Safety includes the protection of people and their property from harm, crime, and disaster and includes crime prevention and law enforcement, corrections, emergency medical services, public health, safety education, infrastructure, and the management of natural or human-caused disasters.

D. Strengthen existing inter-agency planning among the municipalities, county, and school district to ensure an aligned approach and avoid conflicts, duplication, and overlapping services.

E. Adopt a customer-focused approach to improve citizen satisfaction, enhance public participation, increase efficiency and effectiveness, and build a stronger community.

1. Accessibility

   a. Expand the number of centers offering co-located services in enough locations countywide for reasonable accessibility.

   b. Seek continuous improvements to make it easier for residents to access and navigate services when seeking assistance.

2. Accountability

   a. Expect citizens to serve as a check and balance and demand accountability for the actions of government personnel and elected officials.

   b. Ensure that all levels of government strictly adhere to an abiding code of ethics.

   c. Increase voter registration and voter turnout through education initiatives, targeted outreach efforts, and other strategies that encourage a broad cross-section of citizens to vote.

3. Effective Communications and Education

   a. Continuously seek ways to improve the means, clarity, and frequency of communications with residents.

   b. Expand the number of citizen academies and education programs to familiarize residents with how local government works.

4. Policy Development

   a. Encourage citizen participation by actively soliciting input and capitalizing on diverse perspectives in defining, shaping, and implementing public policy and services.

5. Volunteer Boards and Committees

    a. Adopt standard selection processes to ensure diverse, knowledgeable, and skilled citizens as representatives on government committees and advisory boards, encompassing a wide range of perspectives.

## VI. Civic Engagement

### VISION

Citizens who actively learn, collaborate, and engage across both public and private sectors to ensure that Polk County continues to advance and prosper.

STRATEGIES:

A. Increase the civic health[66] of Polk County by organizing and aligning the efforts of a collaborative network of strong, positive, forward-thinking citizens committed to addressing critical issues.

B. Encourage all private sector leadership to formally endorse the Vision and commit to providing the leadership, resources, and organizational alignment necessary to ensure its ongoing successful implementation.

C. Promote a culture in which residents actively participate in the community, stay informed about public affairs, vote, engage in respectful discussions, and volunteer to contribute to the development and implementation of public policies and services that enhance the quality of life.

    1. Residents and Neighborhood Collaborations

        a. Support efforts at the personal and neighborhood scale in volunteering, participating in community service projects,

[66] University of New Hampshire, Carsey School of Public Policy, Local Civic Health Guide (5): ' … the ways in which residents of a community (or state) participate in civic activities that strengthen social capital, enhance interconnections, build trust, help each other, talk about public issues and challenges, volunteer in government and non-profit organizations, stay informed about their communities, and participate directly in crafting solutions to various social and economic challenges.' https://scholars.unh.edu/cgi/viewcontent.cgi?article=1460&context=carsey&utm_source=webpage&utm_medium=link&utmcampaign=carsey-chg-fy23

providing input to government, and advocating for policies that enhance quality of life.

b. Establish a countywide network of neighborhood associations to promote collaboration, provide organizational training, share best practices, and offer opportunities for purposeful discussions of shared concerns and conditions.

2. Nonprofits

a. Increase the access, quality, and capacity of Polk County's nonprofits by providing a way for people with shared beliefs to volunteer and work together in advancing civic health[67] by providing vital resources that significantly benefit individuals and the community.

3. Schools, Colleges, and Universities

a. Support educational institutions in their civic engagement activities designed to equip students with the knowledge, skills, values, and motivation for a lifetime of engaged citizenship.

4. Philanthropy

a. Maximize the individual and transformative impact of philanthropy by raising awareness of the critical role in providing opportunities for education, relief, growth, and success by addressing the source of underlying social problems, rather than only funding remedies for the symptoms of those problems.

5. Business

a. Support the role that business plays in adopting socially responsible corporate practices and meeting critical needs by sponsoring programs, mobilizing organizational support, and promoting volunteerism.

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[67] University of New Hampshire, Carsey School of Public Policy, Local Civic Health Guide (5): ' … the ways in which residents of a community (or state) participate in civic activities that strengthen social capital, enhance interconnections, build trust, help each other, talk about public issues and challenges, volunteer in government and non-profit organizations, stay informed about their communities, and participate directly in crafting solutions to various social and economic challenges.' https://scholars.unh.edu/cgi/viewcontent.cgi?article=1460&context=carsey&utm_source=webpage&utm_medium=link&utmcampaign=carsey-chg-fy23

6. Polk Vision, Inc.

   a. Continue cultivating an environment of mutual trust and collaboration in bridging the public and private sectors while working with transparency and a high degree of accountability.

   b. Continue to serve as the neutral convener in addressing critical issues by providing central coordination and aligning the work of volunteers through partnerships with public, private, and civic organizations across Polk County.

   c. Continue to provide an array of quality leadership training programs and timely, topically relevant meetings, roundtables, town halls, focus groups, and conferences.

## VII. Arts, Culture, and Recreation

### VISION

An environment that promotes arts, cultural, and recreational opportunities that celebrate our diverse creative, historic, and natural resources.

STRATEGIES:

A. Align community efforts with the strategic plans of Visit Central Florida; Polk County Tourism and Sports Marketing; Polk Arts and Cultural Alliance; and county and municipal Parks and Recreation Departments.

B. Support countywide assessments of the economic and social impact of non-profit arts and culture organizations that evaluate the contributions of arts and culture to Polk County's quality of life.

C. Establish Polk County as a destination for arts, culture, and recreational opportunities.

D. Create a range of diversified arts culture and recreational choices for people of all ages that provide increased accessibility to high-quality arts and cultural programming.

   i. Maintain and widely distribute a calendar of Polk arts and recreation activities.

E. Increase business support for arts, culture, and historic preservation throughout the county.

F. Develop a framework for sustained ecotourism, including supportive government policy interventions to ensure effective conservation of environmental and natural resources.

G. Promote the development of natural recreation areas, urban reforestation projects, and the expansion of parks throughout the county to provide open green space, nature trails, bike and jogging paths, access to clean lakes, etc.

# APPENDICES

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# Polk County Vision Update Qualitative Research Summary

July 2024

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# Qualitative Analysis

**Key Takeaways**

The rapid pace of growth is diminishing the "sense of community" for many residents.

A qualitative research methodology was adopted to understand the social reality of Polk County residents. It focused on attitudes, beliefs, motivations, and direct experiences in their everyday lives. The research included a series of individual stakeholder interviews followed by collaborative focus group discussions. Care was taken in seeking input from a diverse cross-section of community members from a variety of sectors.

Participants were encouraged to share their perspectives on the various strengths and challenges impacting the Quality of Life in Polk County within seven identified Areas of Focus:

- Growth Management and Infrastructure
  - Housing
- Economic Advancement
- Education
- Community Health & Well-Being
- Arts, Culture and Recreation
- Government
- Civic Engagement

These Areas of Focus provided the framework within which the complexities of life in Polk County were explored. Through these collaborative discussions, researchers gained insights into the nuanced interplay and interdependence between the various elements of significance to residents. This information served as the platform for developing an updated long-term Vision for the community.

## One-on-One Interviews & Focus Group Discussions

Research began with a series of one-on-one interviews with 72 stakeholders from across the county; 61 were held in person and the remaining 11 were held via telephone or Zoom. These 90-minute interviews provided the opportunity for in-depth conversations about how current, local conditions are impacting the overall Quality of Life in Polk County.

Following the completion of stakeholder interviews, 13 in-person focus groups were conducted around the county with 215 participants to discuss their perspectives on the essence of Quality of Life. This included in-depth 2-

hour open exchanges regarding the strengths and challenges residents are experiencing within each of the seven Areas of Focus.

As the group discussions unfolded, participants shared their diverse viewpoints, offering insights on the local economy and housing affordability, rate of growth and infrastructure, social cohesion, environmental sustainability,  education, and community health and safety.

These conversations provided insights into what aspects of Quality of Life residents value and wish to preserve, as well as areas of concern and calls for improvement.

Notes of these discussions were captured through live transcription and recording.  In spring 2024, Crescendo Consulting Group (CCG) worked with Polk Vision to review the notes and recordings from the following focus groups:

| Date and Community |
|---|
| March 7th – Lakeland Neighborhood Association Coalition - Peggy Brown Building – Lakeland |
| March 19th – Polk Vision Quality of Life Team - Florida Children's Museum – Lakeland |
| March 20th – UWCF Partner Agencies – Polk State College – Lakeland Campus |
| March 26th – Community Members - City of Davenport – Tom Fellows Community Center – Davenport |
| March 27th – Community Members - City of Haines City – Haines City Public Library |
| March 28th – Auburndale Chamber Members -  Lake Myrtle Sports Complex – Auburndale |
| April 2nd – Staff and Clients - Redlands Christian Migrant Association – Mulberry |
| April 4th – Older Adults- Age-Friendly Lakeland - Peggy Brown Building – Lakeland |
| April 5th – College Students - Polk State College – Lakeland |
| April 9th – Community Members - Inwood Neighborhood Association – Tabernacle of Praise – Winter Haven |
| April 11th – Young Business Leaders - Endeavor Serves – Winter Haven Chamber of Commerce |
| April 15th – Community Members - Offices Community Redevelopment Agency – Haines City |
| April 17th – Municipal Clerks - Polk County City Clerks Association – Studio 37 - Mulberry |

Notes were then collected and aggregated by Crescendo Consulting Group creating a database for each major Area of Focus. This analytical process aimed to delve deep into the content, systematically analyzing the aggregated data to extract meaningful insights and patterns. Through this methodical approach, the research team was able to identify core themes that underpinned the group discussions.



April 2, 2024 - Focus Group held in Mulberry, with staff and clients of Redlands Christian Migrant Association.

# Overview

## How do community members feel about the Quality of Life in Polk County?

Community members expressed mixed sentiments regarding the overall Quality of Life in Polk County. Residents have a strong affinity for the community and cherish the distinctive hometown character that is found across the county. However, there is widespread concern about the relentless pace of growth and its associated challenges. Many expressed feeling overwhelmed by the number of new housing developments, the strain on existing resources, and the never-before-experienced traffic congestion.

This widely shared viewpoint emphasizes the importance of striking a balance between inevitable growth and preserving the qualities that make Polk County a desirable place to live.

The stakeholder interview guide & focus group moderator's guide can be found in the Appendix on page 63.

Key Takeaway

Affordable, accessible housing and the ability to earn a living wage are of top concern to residents.

## If you were to encourage a friend or relative to move here, what two things would you use to persuade them to relocate here?



March 20, 2024 - Focus Group held at Polk State College Lakeland Campus with United Way of Central Florida Agency representatives.

People are drawn to Polk County for several reasons, including the county's strategic location for those seeking a balance between affordability and proximity to larger metropolitan areas.

Despite housing and rental costs being somewhat high, Polk County offers affordable options compared to nearby cities like Tampa and Orlando. Although commuter transportation options are limited, the county's central location between major cities provides residents with access to an array of employment, world-class entertainment, and unique recreational opportunities while enjoying the slower pace offered to those living in Polk County.

Residents mentioned that they feel safe and secure living in Polk County. This overall sense of safety has a significant impact on the health and well-being of a community. The way residents perceive public safety also directly affects their trust in government and local law enforcement.

Several major hospital networks are operating in Polk County, providing numerous options for primary healthcare along with various specialties, including mental health services.

Families with children are pleased with the choice of public and private options available for K-12 students as well as the number of post-secondary academic institutions including technical colleges.

The allure of Polk County extends beyond practicalities to include its abundance of natural resources as well as cultural and recreational offerings. Residents appreciate the small-town feel combined with access to amenities typically associated with larger urban centers. Habitat preservation efforts underscore a deep connection to the area's heritage, fostering a sense of place and belonging among residents.

Overall, Polk County stands out as a welcoming, bustling area with a rich history that makes for a powerful sense of identity and an attractive place to live for individuals of all ages.

## What are a couple of things that would help improve the Quality of Life in Polk County?

Topping the list of shared concerns is affordable, accessible "workforce" housing, which links to the ability to earn a living wage. High home ownership costs and a shortage of affordable rental options have created a significant financial burden for a growing number of singles and working families, especially those of low and moderate income.

Residents are saying that growth in Polk County could be more effectively managed. Suggestions include improved road conditions, better traffic management, and stepped-up law enforcement to alleviate traffic congestion and address motor vehicle safety concerns.

Many community members would like to see more resources directed at increasing the availability of sidewalks and mixed-use trails, and the expansion of bus services to improve access to jobs, healthcare, and shopping.

Concerns were voiced over difficulties accessing specialized education programs due to barriers such as geographic location and transportation. Residents are calling for an increase in the variety and availability of educational programs and hands-on skills training that meet the needs of all students more equitably in preparation for life beyond high school.

Residents are disturbed by the erosion of the rural characteristics of the area, the loss of agricultural lands, and the proliferation of new housing without an appropriately balanced investment in communal spaces, parks, and playgrounds.

By addressing these challenges comprehensively, Polk County can enhance the Quality of Life for all its residents and foster a thriving, inclusive community.

# Results By Area of Focus:

## What People Think About the Areas of Focus

Each group discussion included lengthy conversations about each of the Areas of Focus. Participants were asked high-level questions about each theme, such as, "What comes to mind when you think about Community Health and Well-being in Polk County?" Discussions also included conversations about the perceived strengths and weaknesses of each Area of Focus and the greatest ways to improve the Quality of Life for residents.

The summary results of these discussions are below.

### Growth Management and Infrastructure:

### What do people think about Growth Management and Infrastructure?

Citizens are urging city and county leaders to work together to take the necessary measures to better regulate land use so future generations will be able to enjoy the abundance of natural beauty in Polk County. Managing growth is critical for the long-term sustainability and well-being of the community. This includes not only addressing land use, but also planning for utilities and essential services, road repairs and road expansion, traffic management, and sustainability to accommodate population growth while preserving the current Quality of Life.



March 7, 2024 - Focus Group hosted by the City of Lakeland at the Peggy Brown Building with members of the Lakeland Neighborhood Association Coalition.

Infrastructure across Polk County presents a mixed landscape with both strengths and areas for improvement. The county faces challenges in transportation, particularly in public transit. There is a growing need for better connectivity and accessibility, especially for students and employees seeking to rely on buses to commute to school and work. As

the county continues to grow, addressing these issues is imperative, ensuring reliable and efficient transportation options for all residents.

There is some growing interest in the transition to electric vehicles, but the perception is that the county lags in infrastructure readiness compared to some neighboring counties. To keep pace with the evolving transportation landscape, more investment in the evolving infrastructure, including charging stations and supportive policies, may be necessary.



March 26, 2024 - Focus Group hosted by the City of Davenport at the Tom Fellows Community Center.

Moreover, Polk County grapples with traffic congestion and vehicular safety concerns, reflecting the strain on its infrastructure as the population grows. Residents report longer commute times and express the need for more trails, bike lanes, and sidewalks to alleviate congestion. They are also calling for increased enforcement of traffic laws.

In summary, while Polk County currently faces both growth management and infrastructure challenges it also presents opportunities to extend beyond traditional land use planning, zoning, and control measures. A more cohesive environment for residents can be created by addressing community concerns such as the protection of natural spaces, sufficient and affordable housing, delivery of affordable utilities, the preservation of buildings and places of historical value, providing places where residents can gather socially, and providing sufficient space for public schools as well as conduct business, a more cohesive environment for residents can be created.

## Economic Advancement:
## What do people think about Economic Advancement?

When discussing Economic Advancement and ways that it impacts the Quality of Life in Polk County, five themes emerged.

1. Education and Workforce Development: Education is considered integral to Economic Advancement, with calls for improved career counseling services, industry-targeted workforce education, and financial support for college applications and tuition. There is a call for addressing disparities in opportunities and the accessibility of specialized skills training due to factors including geographic location and transportation. Additionally, there is a workforce shortage in schools, particularly among teachers and counselors needed to facilitate education and opportunity alignment.

2. Targeted Recruitment of Diverse Variety of Industries: Community members see economic diversification as inextricably linked with economic advancement and poverty reduction. They are calling for an increase in both the variety and quality of jobs in the face of a rapidly growing population and a rising, youthful workforce.

3. Affordable Housing and Living Wage: Escalating housing costs and a lack of affordable options contribute to economic challenges, leaving many first-time buyers unable to afford homes. Parents struggling to pay for childcare, health care, and essential goods and services underscore the importance of earning a living wage.

4. Growth Management and Infrastructure: The pace of growth in Polk County and the impact on infrastructure was highlighted as a barrier to economic advancement. Conversations consistently led to the need for better planning and expanded transportation options.

5. Corporate Support and Community Engagement: The presence of excellent corporate investment is noted as an asset for economic advancement. Collaborative efforts between corporations, local governments, educational institutions, and community organizations can drive economic advancement initiatives and address issues such as employment barriers and workforce education.



April 4, 2024 - Focus Group hosted by the City of Lakeland at the Peggy Brown Building with members of Age-Friendly Lakeland.

In summary, Economic Advancement in Polk County requires addressing disparities in opportunities, investing in education and workforce development, ensuring access to affordable housing and livable wages, and addressing infrastructure challenges. Aligned strategic investment between various stakeholders is essential to sustaining economic growth and improving the overall community's well-being.

**Key Takeaway**

Residents are calling for improved access to specialized education and career and technical training.

## Education:
## What do People Think About Education?

When considering educational resources residents recognize the wealth of higher education opportunities available in Polk County. However, concerns (or lack of awareness) persist regarding the public school system. Privatized education initiatives incentivized by public policy are viewed as polarizing public opinion and potentially overshadowing the recent advancements in the overall quality and range of K -12 educational resources available in Polk County.

Despite these challenges, community members highlighted positive aspects such as the availability of technical and industry-specific training, career academies, specialized STEM programs, as well as dual enrollment where students can earn college credits while still in high school.

However, concerns were expressed regarding the accessibility of these programs, especially for individuals and families unable to secure

Key Takeaway

Improve overall communication and increase efforts to engage residents in the decision-making process.

transportation to distant schools for better opportunities. Additionally, there are issues related to shortages in staffing, teacher qualifications, and resources for students with special needs. There is a call among residents for additional locations, updated facilities, and increased support for both students and educators to keep up with population growth and ensure equitable access to high-quality education for everyone.




April 9, 2024 - Focus Group hosted by the Inwood Neighborhood Association at the Tabernacle of Praise in Inwood.

## Community Health and Well-being:

## What do people think about Community Health and Well-being?

Based on the provided comments, there are some challenges in ensuring the safety and well-being of residents. Safety concerns include the proximity of houses (especially in some high-density sections of the county) and limited space for children to play safely, leading to them playing in the streets. These conditions not only jeopardize physical safety but also contribute to mental health stressors for families. The lack of sufficient sidewalks, multi-use trails, and bike lanes poses safety concerns for pedestrians and cyclists highlighting the necessity for mandatory sidewalks in new developments and retrofitting existing areas with pedestrian-friendly infrastructure.

Residents find it challenging to access comprehensive medical care due to long wait times to see doctors and a lack of local specialty and pediatric care. Oftentimes, residents must drive long distances, sometimes out of the county, to see providers within their insurance network.

Addressing the health and well-being challenges in Polk County requires a multifaceted approach. Efforts may focus on improving awareness and access to healthcare services, including recruiting more physicians and expanding specialized care options, especially for pediatric and mental health services.

Community-wide initiatives aimed at enhancing safety for pedestrians and bicyclists including the widespread adoption of the Target Zero strategies including engineering, enforcement, and education initiatives are needed to address the high rates of death and serious injury prevalent in Polk County.

## Government:
## What do people think about Government?

Based on the feedback provided, "government" in Polk County faces a mix of commendations and challenges from residents.

There is a consensus that government plays a vital role in ensuring safety and maintaining law and order, with Polk County earning praise for its reputation of being tough on crime. Most residents feel secure in their neighborhoods and community.

However, communication gaps and accessibility issues persist, leading to frustration among some residents. While there is acknowledgment of efforts by government to notify citizens of issues, there are also concerns about the clarity of messages and difficulties in contacting certain departments or agencies. Additionally, there's a call for more inclusive practices, such as translation services and improved navigation supports, to ensure all residents can engage effectively with their government.

Despite communication and navigation challenges, officials are perceived as accessible by citizens. However, there are instances where accessibility may not translate to satisfactory follow-up or action from government, indicating a need for improved coordination and the timeliness of response within administrative channels. Residents express a desire for government to be proactive in addressing community needs, emphasizing the importance of long-term solutions and opportunities for meaningful engagement.

Overall, there is an expectation that government should work collaboratively with citizens to address issues and improve the Quality of Life in Polk County, fostering a sense of partnership and accountability between residents and their elected representatives.



March 28, 2024 - Focus Group hosted by the City of Auburndale at the Lake Myrtle Sports Complex Campus with members of the Auburndale Chamber of Commerce.

## Civic Engagement:
## What do people think about Civic Engagement?

In Polk County, Civic Engagement is perceived as variable. There is a sentiment that citizens tend to become involved in civic matters only when they are directly affected by them, leading to what is described as "delayed engagement."

There is also recognition that early conversations and proactive engagement are more effective in mobilizing citizens. Despite pockets of active engagement, there is a concern that a relatively small group of individuals often lead these efforts, indicating a need for broader participation.

On a positive note, there is a comparative perspective from newer residents suggesting that the local population is more engaged than in their previous communities. Overall, while there are indications of moderate civic engagement, there is also a recognition of areas for improvement, including the need for the development of proactive engagement strategies to create broader participation including improved communications and education.

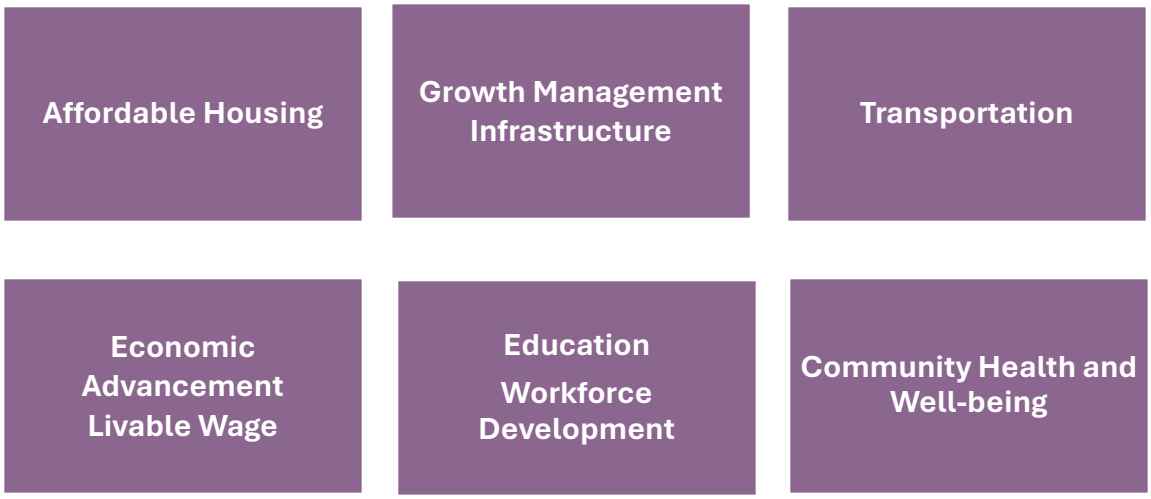
## Arts, Culture & Recreation:
## What do people think about Arts, Culture, and Recreation?

Polk County is viewed as having a vibrant arts, culture, and recreation scene. The county is enriched with an abundance of natural resources as well as parks and trails offering residents and visitors ample opportunities

for outdoor recreation and leisure activities. Positioned as a gateway to tourism, Polk County's prime geographic location attracts visitors seeking enriching experiences and diverse entertainment options. Residents take pride in the arts and culture offerings, which include theaters, museums, and other venues such as local history centers, and the events and celebrations produced by area organizations and municipalities.

Despite this landscape, some residents feel that creating their own entertainment is necessary, suggesting potential areas for improvement. Addressing concerns such as increased utilization of public spaces, further development of cultural corridors, and expanding access to arts and recreational facilities can contribute to fostering a more vibrant and inclusive arts and culture scene in Polk County.

## What are the top themes to prioritize to improve Quality of Life in Polk County?




**Based on the frequency and importance indicated in the comments, the top themes to prioritize are:**

1. **Affordable Housing (availability and cost):** A recurring theme amongst residents is the lack of available and affordable housing that underscores the urgent need for "workforce housing" options in Polk County.

   When rental and homeownership costs are prohibitively high, individuals and families are often forced into precarious living situations, facing the threat of eviction and potentially homelessness. Furthermore, the lack of affordable housing options exacerbates issues of inequality, disproportionately affecting

historically marginalized members of the community who already face systemic barriers. Securing affordable housing allows households to prioritize other important expenses such as food, transportation, healthcare, clothing, and education, and enables households to grow their savings and engage in better financial planning. By providing resources and support for individuals and families to purchase homes, communities can increase homeownership rates and promote stability and vitality within neighborhoods.

2. **Growth Management and Infrastructure**: Citizens are urging city and county leaders to work together to take necessary measures to better regulate land use so future generations will be able to enjoy the abundance of natural beauty in Polk County. Managing growth effectively and responsibly is critical for the long-term sustainability and well-being of the community. This includes not only addressing land use, but also planning for utilities and essential services, road repairs and road expansions, traffic management, and sustainability to accommodate population growth while maintaining the current Quality of Life.

3. **Transportation**: Recognizing the significance of accessible transportation, residents consistently expressed this area as a top priority in planning and development initiatives. Community members voiced that access to vital resources such as jobs, healthcare facilities, educational institutions, as well as shopping and recreational activities is hampered by a lack of public transportation options. Participants discussed the need for increased sidewalk coverage, improved biking lanes, multi-use trails and expanded mass transit services. Residents hope for collaborative efforts between government entities, urban planners, and community stakeholders, to establish robust transportation networks that address the diverse mobility needs of residents now and into the future.

4. **Economic Advancement and Livable Wage:** Participants shared through various conversations the need to ensure that workers receive compensation that aligns with the cost of living in Polk County. A livable wage serves as a cornerstone for enabling residents to meet their basic needs, uphold a decent standard of living, and address the pressing need to mitigate poverty, enhance financial stability, and elevate the overall quality of life within the community. Therefore, by advocating for policies and initiatives that prioritize fair wages and equitable compensation practices, Polk County can effectively address the systemic barriers to financial well-being and promote economic resilience. Furthermore, economic advancement can be bolstered through continued investment in workforce development programs and fostering partnerships between local businesses and educational institutions.



March 19, 2024 – Focus Group hosted by the Florida Children's Museum in Lakeland with diverse member representation by the Polk Vision Quality of Life Team.

5. **Education and Workforce Development:** Community members have voiced the importance of providing access to quality education and workforce training opportunities as a pivotal aspect of enhancing the quality of life in Polk County. Recognizing the transformative power of education, they emphasize the need to equip residents with the skills and knowledge required to thrive in today's competitive job market. By bridging the gap between available employment opportunities and the skills of the local workforce, communities can ensure that individuals are adequately prepared to secure stable and well-paying jobs. Through collaborative efforts between educational institutions, employers, and community organizations, initiatives can be developed to offer relevant training programs and educational resources tailored to the community's needs. This proactive approach empowers individuals to achieve economic independence and contributes to the overall prosperity and vitality of Polk County.

6. **Community Health and Well-being:** Access to comprehensive healthcare services, including mental health resources, is crucial for overall community well-being. Residents find it difficult to secure doctor appointments due to provider shortages. There is a recognized need for more physicians, especially to address the growing demand for pediatric care and specialized services. Mental health resources are also lacking, with a limited number of providers and a lack of awareness of how to access and navigate the system. Additionally, Polk County faces challenges in ensuring both the physical safety and well-being of some community members. Residents expressed safety concerns in high-density sections of the county with limited space for children to play which not only jeopardizes physical safety but also contributes to mental health stressors for families. Initiatives such as the creation of more recreational spaces and providing sidewalk connections will contribute significantly to improving pedestrian safety and overall well-being.

# Appendix

## Discussion Guide

**Polk Vision Refresh Project**

*Focus Group Discussion Moderator's Guide*

*Rev March 8, 2024*

**DIRECTIONS FOR MODERATOR**

1. Identify the type of individuals (or communities) who will attend each group and modify the conversations/questions/topics accordingly.
2. With all groups, it is truly important to explain the purpose of the discussion, the value of their insight, and "next steps" – how the information will be used to confirm and help prioritize the Polk Vision core themes. Ultimately, the information will be used to improve the quality of life for people living in Polk County by focusing programs and resources where they can make the greatest impact.
3. Explain the format of the discussion:
    a. Two hours including lunch.
    b. Agenda review
        i. Review Focus Group Background and Goals (see #2, above)
        ii. Provide Some level-setting: Definition of "Quality of Life" and Core Themes. Description and expectations of the "Table discussions"
        iii. Conduct Table Discussions
        iv. Break
        v. Review Table Discussion Results and Prioritization
        vi. Review Next Steps

**TABLE DISCUSSION FORMAT**

| Format | Table 1 | Table 2 | Table 3 | Table 4 | Table 5 |
|---|---|---|---|---|---|
| **If TWO Tables** | | | | | |
| **If THREE Tables** | | | | | |
| **If FOUR Tables** | | | | | |
| **If FIVE Tables** | | | | | |

### REVIEW FOCUS GROUP BACKGROUND AND GOALS

Good morning [or afternoon]. My name is [name] from [place]. Polk Vision is conducting a "Refresh" of its strategic plan core themes.

### PROVIDE SOME LEVEL-SETTING: DEFINITION OF "QUALITY OF LIFE" AND CORE THEMES

How do we define "Quality of life?" This is important because Polk Vision's focus is on, and will be on, supporting and coordinating with projects that improve the quality of life for people I Polk County. Based on earlier work in the project, we have identified about seven Areas of Focus.

- Economic Advancement
- Education
- Community Health & Well-Being
- Arts, Culture and Recreation
- Growth Management and Infrastructure
- Government
- Civic Engagement

To see if we missed anything and to identify the current pros and cons for each of these themes, we are going to have some separate conversations within our tables, then after about 45 minutes, we'll come back together and discuss the results of our "table talk."
Any questions?

**ADJOURN AND BREAK INTO THE TABLES.**

### CONDUCT TABLE DISCUSSIONS

**Ask for a scribe who can take notes and then report out (with Table Leader's assistance, if needed, when we reconvene. Restate that you only have 45 minutes to complete the conversation and that you, as Table Leader, will need to move along the conversation to meet the time constraints.**

QUESTIONS DURING THE TABLE SESSIONS

**First, I have a few questions about quality of life generally.**

| |
|---|
| 1. Regarding the overview of Quality of Life, did we miss anything? What aspects of living in Polk County help provide you with a good quality of life? What is important to you? |
| |

| |
|---|
| 2. If you were to encourage a friend or relative to move here, what two things would you use to persuade them to relocate here? |

**Let's think about our two [or three] assigned topics.**

### CIVIC ENGAGEMENT

| |
|---|
| 1. When you think about Civic Engagement, what things come to mind? |
| |
| 2. Tell me a few strengths or "pros" about Civic Engagement in Polk County. |
| |
| 3. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |
| 4. Within this quality of life category or "theme," what two or three things are the greatest priority? Where should see as a community focus? |
| |

### ECONOMIC PROSPERITY

| |
|---|
| 5. When you think about Economic Prosperity, what things come to mind? |
| |
| 6. Tell me a few strengths or "pros" about Economic Prosperity in Polk County. |
| |
| 7. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |
| 8. Within this quality of life category or "theme," what two or three things are the greatest priority? What should we see as a community focus? |
| |

### EDUCATION

| |
|---|
| 9. When you think about Education, what things come to mind? |
| |
| 10. Tell me a few strengths or "pros" about Education in Polk County. |
| |
| 11. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |
| 12. Within this quality of life category or "theme," what two or three things are the greatest priority?<br>13. What should we focus on as a community? |
| |

### INFRASTRUCTURE AND GROWTH MANAGEMENT

| |
|---|
| 14. When you think about Infrastructure and growth management, what things come to mind? |
| |

| |
|---|
| 15. Tell me a few strengths or "pros" about growth and Infrastructure in Polk County. |
| |
| 16. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |
| 17. Within this quality of life category or "theme," what two or three things are the greatest priority?<br>What should we focus on as a community? |
| |

### GOVERNMENT

| |
|---|
| 18. When you think about Government, what things come to mind? |
| |
| 19. Tell me a few strengths or "pros" about Government in Polk County. |
| |
| 20. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |
| 21. Within this quality of life category or "theme," what two or three things are the greatest priority? Where should see as a community focus? |
| |

### COMMUNITY HEALTH & WELL-BEING

| |
|---|
| 22. When you think about Health & Community Well-Being, what things come to mind? |
| |
| 23. Tell me a few strengths or "pros" about Health & Community Well-Being in Polk County. |
| |
| 24. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |
| 25. Within this quality of life category or "theme," what two or three things are the greatest priority? Where should see as a community focus? |
| |

### ARTS, CULTURE & RECREATION

| |
|---|
| 26. When you think about Arts, Culture & Recreation, what things come to mind? |
| |
| 27. Tell me a few strengths or "pros" about Arts, Culture & Recreation in Polk County. |
| |
| 28. Tell me a few weaknesses. What would you like to see more of (within this theme)? |
| |

| 29. Within this quality of life category or "theme," what two or three things are the greatest priority? Where should see as a community focus? |
|---|
| |

## REVIEW TABLE DISCUSSION RESULTS AND PRIORITIZATION

***Welcome back!***

**We are going to very briefly report some of the things that we discussed. For each of the five categories or themes of quality of life issues, we'd like to hear each group's top two Polk County STRENGTHS and the top two WEAKNESSES or areas that need additional focus.**

| Theme | Strengths / Pros | Weaknesses / Cons | Notes |
|---|---|---|---|
| **30. Civic Engagement** | | | |
| **31. Economic Prosperity** | | | |
| **32. Education** | | | |
| **33. Infrastructure** | | | |
| **34. Government** | | | |
| **35. Health & Community Well-Being** | | | |
| **36. Arts, Culture & Recreation** | | | |

37. **Of all the things we've discussed, where do we start? What do you think are the most important two or three things to address?**

## REVIEW NEXT STEPS

## ADJOURN

Overall, the community's Vision for the county is one where all residents have equitable access to essential services, feel safe and connected, and enjoy a high quality of life that encompasses both basic needs and opportunities for personal fulfillment.

# Vision Update Survey Research Summary

July 2024

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# Survey Approach & Methodology

The survey was available online in English and Spanish from May 1, 2024, through June 12, 2024. The questionnaire included closed-ended questions, open-ended questions, and demographic questions. Polk Vision and its partners distributed invitations to participate through channels including email, website, and social media. Strategic outreach was conducted to ensure maximum participation from community members. Polk Vision offered and completed weekly random drawings for $100 gift cards for the duration of time the survey was open.

In total, there were 3,622 survey responses, 95.9% of which were through the English language survey and 4.1% of which were through the Spanish language version. Special care was exercised to minimize the amount of non-sampling errors through the assessment of design effects (e.g., question order, question wording, and response alternatives). The survey was designed to maximize accessibility and comprehensively evaluate respondents' insights.

The survey served as a practical tool for capturing insights of individuals across Polk County. Respondents opted to participate in the survey, so the findings – though broad-based and inclusive – should not be interpreted as statistically reflective of the entire Polk County population. Additionally, sample sizes of demographic subpopulations are not large enough in some cases to consider samples to be representative of the broader populations from which responses were received. However, the survey analysis sought to examine potential differences based on race and ethnicity. In most cases, there were no notable variations. Nevertheless, in instances where important distinctions exist, comments are made in the report. Also, tables that show comparative, prioritized rankings on core theme activities by race and ethnicity are included in the appendices.

# Survey Respondent Profile

Among valid responses to the survey (n=3,622), the majority of respondents completed the survey in English (95.9%), with the remainder of surveys completed in Spanish (4.1%).

**EXHIBIT: IN WHAT LANGUAGE WOULD YOU LIKE TO TAKE THE SURVEY?**

| Response | Total |
|---|---|
| **English** | 95.9% |
| **Spanish** | 4.1% |

About half of survey respondents (56.3%) were under the age 45. One of eight (12.5%) were age 65 or older.

**EXHIBIT: WHAT IS YOUR AGE?**

| Response | Total |
|---|---|
| **18 to 24** | 4.3% |
| **25 to 34** | 26.0% |
| **35 to 44** | 26.0% |
| **45 to 54** | 17.8% |
| **55 to 64** | 13.5% |
| **65 to 74** | 9.6% |
| **75 or older** | 2.9% |

The majority of respondents identified as white (75.7%). One of 12 respondents (7.9%) identified as Black or African American.

**EXHIBIT: WHICH RACE BEST DESCRIBES YOU?**

| Response | Total |
|---|---|
| **More than one race** | 6.6% |
| **African American or Black** | 7.9% |
| **American Indian or Alaska Native** | 5.3% |
| **Asian** | 2.0% |
| **Native Hawaiian or Pacific Islander** | 1.4% |
| **White** | 75.7% |
| **I identify in another way** | 1.2% |

**Note: One in four (25.2%) identified as Hispanic.**

Three of seven respondents (42.2%) said that they have earned a Bachelor's degree or higher. Note that Hispanics were less likely to have earned a Bachelor's degree or higher than non-Hispanics (29% compared to approximately 46%). Blacks / African Americans were slightly less likely to have earned a Bachelor's degree or higher and twice as likely to have not earned a high school diploma or equivalent than non-Blacks / African Americans.

**EXHIBIT: WHAT IS THE HIGHEST LEVEL OF SCHOOL THAT YOU HAVE COMPLETED? (PLEASE CHOOSE ONLY ONE)**

| Response | Total |
|---|---|
| **Less than high school** | 2.0% |
| **Some high school, but no diploma** | 3.8% |
| **High school diploma or GED** | 13.9% |
| **Some college, no degree** | 18.0% |
| **Vocational / Technical school** | 8.9% |
| **Associates degree** | 11.2% |
| **Bachelor's degree** | 25.0% |
| **Master's / Graduate or professional degree or higher** | 17.2% |

Three of ten (30.0%) of respondents have an annual income of $100,000 or more – higher among Whites (30.7%) than Blacks / African Americans (21.7%) and Hispanics (17.0%). Slightly more than one of three respondents have a family income under $50,000 (34.2%). There is little difference between Whites and Blacks / African Americans, yet it is slightly higher among Hispanics (42.2%).

**EXHIBIT: HOW MUCH TOTAL COMBINED MONEY DID ALL PEOPLE LIVING IN YOUR HOME EARN LAST YEAR? (PLEASE CHOOSE ONLY ONE)**

| Response | Total |
|---|---|
| **$0 to $9,999** | 2.8% |
| **$10,000 to $19,999** | 6.7% |
| **$20,000 to $29,999** | 6.9% |
| **$30,000 to $39,999** | 7.8% |
| **$40,000 to $49,999** | 10.0% |
| **$50,000 to $59,999** | 7.9% |
| **$60,000 to $69,999** | 7.1% |
| **$70,000 to $79,999** | 8.4% |
| **$80,000 to $89,999** | 6.4% |

| | |
|---|---|
| **$90,000 to $99,999** | 6.1% |
| **$100,000 to $124,999** | 12.1% |
| **$125,000 to $149,999** | 6.2% |
| **$150,000 or more** | 11.7% |

# Purpose of the Survey

The purpose of this survey was to maximize accessibility and comprehensively evaluate community members' insights regarding the overall Quality of Life in Pok County. This survey, as part of the Polk Vision 20 Year Refresh, also enabled a greater share of people living and working in Polk County to share their perspectives on the unique barriers, challenges, and potential solutions to improve quality of life throughout the community.

# Quality of Life

## Quality of Life Impact

Survey respondents identified housing, education, and opportunities for economic advancement as their top overall issues that impact quality of life in Polk County.

**EXHIBIT: REGARDING THE IMPACT ON QUALITY OF LIFE IN POLK COUNTY, PLEASE SELECT THE THREE MOST IMPORTANT ISSUES**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| **1** | Affordable, safe housing | 34.0% |
| **2** | Quality Education | 26.9% |
| **3** | Ample Opportunities for Economic Advancement | 22.7% |
| **4** | Effective / Efficient Infrastructure | 21.7% |
| **5** | Accessible Health & Community Well-Being | 21.3% |
| **6** | Helpful, Efficient Government | 17.7% |
| **7** | Robust Arts, Culture & Recreation | 15.7% |
| **8** | Active Civic Engagement | 11.5% |

# Quality of Life Summary

Survey respondents were asked:

> *"What aspects of living in Polk County help provide you with a good quality of life? What is important to you?"*

The comments included both positive and negative sentiments about life in Polk County, with a focus on sense of community, impact of growth, infrastructure (especially roads), and economics. Long-term Polk County residents highly valued the traditional small-town atmosphere and natural beauty but were worried about overdevelopment, rising costs, and infrastructure challenges. There was also a significant emphasis on the need for better planning and services to accommodate the growing population.

Five top themes were identified:

- **Community Atmosphere and Safety**. Many respondents appreciate the sense of community and the perceived safety it provides. This includes small-town charm and low crime rates. Concerns were raised about maintaining this atmosphere amidst rapid development and increasing population.

- **Infrastructure and Traffic**. Traffic congestion and poor road conditions are major issues due to the rapid growth and the perceived lack of long-term planning.

- **Affordable Housing and Economic Challenges.** Affordable housing is a critical concern, with rising property values, insufficient living wages, and high rent making life difficult.

- **Growth and Overdevelopment**. Many comments highlight the negative impact of uncontrolled growth, including loss of green spaces, increased traffic, and the impact on the environment, utilities, schools, and healthcare.

- **Recreational and Natural Spaces.** Polk County residents highly value access to parks, hiking trails, and other recreational facilities. The natural beauty of the area is seen as important for quality of life.

Survey respondents were also asked:

> *"If you were to encourage a friend or relative to move here, what two things would you use to persuade them to relocate here?"*

Based on the survey comments, five key themes emerge:

- **Natural Beauty and Outdoor Activities**. Polk County residents enjoy a variety of outdoor activities such as hiking, camping, fishing, and visiting beautiful parks and lakes. Many also highlight the good weather and overall high quality of life.

- **Community and Safety**. A strong "sense of community." Safety is also a recurring theme, as residents generally feel secure (e.g., safer than in Orlando or Tampa) and appreciate law enforcement.

- **Cost of Living and Economic Factors.** The cost of living in Polk County is generally perceived as lower compared to other areas. However, this may be an "endangered" sentiment as there is concern about rising costs and insufficient wages to match the cost of living. There are job opportunities and economic growth, but some feel the need for more and better-paying jobs.

- **Growth and Infrastructure Challenges.** Many comments reflect concerns about overpopulation, traffic congestion, and unsustainable growth. When thinking about encouraging relatives or others to move to Polk County, residents worry about the impact of the current growth on infrastructure, green spaces, and overall quality of life.

- **Cultural and Recreational Opportunities**. Survey respondents say that Polk County offers a good set of cultural events, restaurants, and recreational opportunities. The area's proximity to major attractions in Orlando and Tampa is a plus – "close enough but not too close!"

# Survey Analysis of Core Themes

## Infrastructure

Respondents identified vehicular traffic capacity (46.4%) – which includes the traffic capacity of intersections, roads, streets, and highways – as the most frequently desired infrastructure improvement. This was true regardless of race or ethnicity. The second most frequently desired infrastructure improvement was road quality and repair (32.0%), followed by increased and enhanced public transportation (23.4%).

Geographically, respondents' priorities are similar throughout Polk County.

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| 1 | Vehicular traffic capacity (intersections, roads, streets, and highways) | 46.4% |
| 2 | Road quality and repair (potholes, rough, worn, rutted) | 32.0% |
| 3 | Increased and enhanced public transportation (buses, trams, railways, etc.) | 23.4% |
| 4 | Pedestrian walkways / sidewalks | 19.5% |
| 5 | Traffic control and management (signals, signs, road markings) | 17.2% |
| 6 | Property development and land use zoning | 16.3% |
| 7 | Increased enforcement of traffic safety laws | 16.0% |
| 8 | Bike paths and trails | 15.2% |
| 9 | Broadband / high speed internet access | 10.8% |
| 10 | Bridges, overpasses, and similar structures | 10.6% |
| 11 | Electric and gas utility services | 7.5% |
| 12 | Garbage collection and waste management | 7.2% |
| 13 | Water and sewer management | 6.8% |

**** Tables that show rank-order comparisons by race and ethnicity are contained within the appendices. Additional appendices show variations by geography within Polk County.**

Across all demographics, survey respondents were asked to what degree they agreed or disagreed with the following statements. Most (85.9%) either agreed or strongly agreed that expanded public transit services are needed. This was followed by 83.6% who either agreed or strongly agreed that traffic congestion and local travel delays are a frequent problem.

**EXHIBIT: INFRASTRUCTURE – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | | Percent who Agree or Strongly Agree |
|---|---|---|
| **Statement** | Desired Outcome | Total |
| **Expanded public transit services are needed. (routes, frequency, coverage).** | Low | 85.9% |
| **Traffic congestion and local travel delays are a frequent problem in my community.** | Low | 83.6% |
| **People who live in my community feel safe while walking or riding their bicycles along roadways.** | High | 45.4% |
| **People who live in my community have access (live within half a mile) to affordable transit services to get to the place they need to go (the doctor, grocery store/food banks, pharmacy, school, wo** | High | 49.9% |
| **Roadways are safe and in good repair.** | High | 51.2% |
| **There are sufficient pedestrian sidewalks in my community.** | High | 52.0% |
| **Infrastructure in my community is adequate to withstand extreme weather events. (storm water drainage, flooding, erosion. )** | High | 61.1% |
| **Special transportation service (STS) is available for people who live in my community with special needs (e.g., elderly, people with disabilities).** | High | 61.7% |
| **Water is a safe and reliable resource.** | High | 75.9% |
| **People who live in my community have adequate access to internet services that meets requirements for health care, education, work, and entertainment.** | High | 76.1% |

# Education

Respondents desire more opportunities for students to explore career options and receive technical training (31.7%), equitable access to educational opportunities (31.3%), and increased partnerships between schools and businesses (28.5%).

Respondents indicate that their priorities are similar regardless of geography within Polk County.

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| **1** | Opportunities for students to explore career options and receive technical training in a skilled trade | 31.7% |
| **2** | Equitable access for students to attend the school that best meets their needs regardless of school zone, home address, or other student circumstances | 31.3% |
| **3** | Increased partnerships between schools and businesses for on-the-job training, job shadowing, and internships | 28.5% |
| **4** | Quality, affordable trade and technical schools | 21.2% |
| **5** | Schools and learning environments for students with developmental, mental health, behavioral, or other special needs | 21.0% |
| **6** | After school and summer programming aimed at increasing academic performance | 20.5% |
| **7** | English language classes for individuals who speak other languages | 17.0% |
| **8** | Skills training (or re-training) for adults changing careers | 14.7% |
| **9** | Options with higher-education partners for students to earn college credit while still in high school | 14.0% |
| **10** | Schools and programs that teach music, theatre, or other classical arts | 12.3% |

**** A table that shows rank-order comparisons for Hispanics, non-Hispanics, Blacks / African Americans, and non-African Americans is contained in the appendices. Additional appendices show variations by geography within Polk County.**

Fewer than half of respondents (44.6%) agree or strongly agree that high school graduates are prepared to enter the workforce. A similar percentage (47.0%) is confident that schools effectively deal with bullying, harassment, and illicit drug use.

**EXHIBIT: EDUCATION – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **Graduating high school students are prepared to enter the workforce (e.g., have skills needed to obtain employment).** | 44.6% |
| **Schools are effective in dealing with matters such as bullying, harassment, and illicit drugs.** | 47.0% |
| **All children in my community have access to a high-quality education.** | 58.3% |
| **Graduating high school students are prepared for technical school, college, or university.** | 61.7% |
| **Graduating high school students know how to apply for college, trade, or technical school.** | 63.8% |
| **Schools in my community provide a good education for students.** | 66.2% |
| **Students in my community have many options for school sponsored extracurricular activities.** | 68.7% |
| **There are quality trade and technical schools in the area that prepare graduates with the technical skills to get a decent job.** | 69.5% |
| **Schools provide adequate protections to keep students safe from violence at school and when participating in school-related activities.** | 70.5% |
| **There are a number of local colleges and universities in the area that prepare graduates for good careers.** | 78.8% |
| **Adults have opportunities to take adult education classes.** | 78.8% |
| **Early childhood education resources are available for young children Head Start (or Early Head Start or similar programs are available to young children.** | 79.3% |
| **GED classes are available for adults seeking to complete high school.** | 84.4% |

# Economic Advancement

Regardless of race or ethnicity, survey respondents desire to earn a living wage (33.6%), have equitable access to jobs (24.1%), and have employees with strong soft skills, such as critical thinking and teamwork (21.1%). Interestingly, survey respondents who live in Polk County south of Mulberry and Bartow are somewhat less likely to prioritize "Public transportation to help people get to work" as a high-level need than others. Other responses are similar across all geographies.

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| **1** | Ability to earn a living wage | 33.6% |
| **2** | Equitable access to jobs and training regardless of socio-economic status, race or ethnicity, geographic location, or other personal circumstances | 24.1% |
| **3** | Employees with soft skills such as critical thinking, teamwork, professional attitude, work ethic, communication skills, and others | 21.1% |
| **4** | Job training sites and facilities for adults changing careers Job training sites and facilities for young adults | 19.8% |
| **5** | Public transportation to help people get to work | 18.6% |
| **6** | Jobs in a greater range of industries | 14.9% |
| **7** | Increased variety and types of job training opportunities | 14.2% |
| **8** | Ability to start a new business | 14.0% |
| **9** | Variety of jobs that match the education and career interests of local job seekers | 13.8% |
| **10** | High-tech, high-wage industries | 13.8% |
| **11** | Robust ability for employers to hire well-trained or qualified employees | 7.9% |
| **12** | Professional community and networking opportunities | 7.9% |

**** A table that shows rank-order comparisons for Hispanics, non-Hispanics, Blacks / African Americans, and non-African Americans is contained in the appendices. Additional appendices show variations by geography within Polk County.**

Low wages, affordable transportation, and workforce capacity are seen as current, lingering challenges to economic advancement by survey respondents.

**EXHIBIT: ECONOMIC ADVANCEMENT – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **Wages and salaries make it possible for people who live in my community to live comfortably.** | 40.0% |
| **There are adequate affordable transportation options to make commuting to a job easy.** | 43.5% |
| **If you are seeking a job, you can find one that pays a living wage in my area.** | 45.3% |
| **Area businesses have enough workforce to meet their needs.** | 46.6% |
| **People who live in my community can find jobs in fields related to their education and training.** | 52.8% |
| **People who live in my community have access to a variety of employment and job opportunities.** | 57.6% |
| **There are career opportunities for young professionals and recent graduates.** | 59.2% |
| **New businesses are providing more job opportunities in my community.** | 62.8% |
| **Educational and job training opportunities are available to people in my community.** | 63.7% |
| **Employment assistance is available to those seeking a job.** | 66.0% |
| **Small businesses can succeed in my area.** | 70.1% |
| **Soft Skills – critical thinking, teamwork, professional attitude, work ethic, communication skills, and others – are essential characteristics of a successful employee.** | 88.5% |

# Community Health and Well-Being

Affordable medical care (28.2%), dental care (21.1%), and normalized mental health care (21.1%) are top-of-mind for survey respondents. Most see these issues as the most needed services. There are few differences based on race or ethnicity, though non-Hispanics tend to prioritize public safety slightly higher than others.

Respondents' priorities, regardless of geography within Polk County, are similar.

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| **1** | Affordable, quality medical care | 28.2% |
| **2** | Normalizing mental health care | 21.1% |
| **3** | Affordable, quality dental care | 21.1% |
| **4** | Public safety: free of fear of violence, theft, or other criminal activities | 18.4% |
| **5** | Active community involvement and social networks | 14.4% |
| **6** | Senior services and supports | 12.6% |
| **7** | Availability of qualified specialty care | 12.3% |
| **8** | Chronic disease (e.g., Asthma, COPD, cancer, diabetes, Heart disease, or other care) | 12.1% |
| **9** | Community-based clinics and health centers | 11.0% |
| **10** | Access to healthcare resources and services | 11.0% |
| **11** | Sense of belonging, acceptance, and inclusion | 9.7% |
| **12** | Cultural activities that celebrate diverse populations | 8.5% |
| **13** | Churches and other faith-based institutions | 8.2% |
| **14** | Volunteer opportunities | 4.5% |
| **15** | Pre-natal care | 3.1% |

**** A table that shows rank-order comparisons for Hispanics, non-Hispanics, Blacks / African Americans, and non-African Americans is contained in the appendices. Additional appendices show variations by geography within Polk County.**

The majority of survey respondents, regardless of race or ethnicity, either agreed or strongly agreed that their community was a good place to raise children (79.2%). Similarly, survey respondents reported that community members are generally happy (77.7%) and that the community is clean and well-maintained (75.7%). However, just three of five (60.4%) say that people who live in their community are healthy.

**EXHIBIT: HEALTH & WELL-BEING – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **People who live in my community are healthy.** | 60.4% |
| **People who live in my community have enough to eat on a daily basis.** | 63.6% |
| **People who live in my community know how to access health care and mental health services.** | 65.3% |
| **People who live in my community feel safe from violence, theft, and other criminal activities.** | 65.6% |
| **People in my community have access to food resources when in need.** | 72.2% |
| **People who live in my community are involved with local groups (e.g., volunteers, religious organizations, neighborhood associations, etc.)** | 73.8% |
| **People in my community feel a sense of pride and belonging.** | 75.1% |
| **People in my community know and have positive relationships with their neighbors.** | 75.2% |
| **People who live in my community are accepting of diverse backgrounds (ethnicities, races, religions, and lifestyles).** | 75.5% |
| **My community is clean and well-maintained.** | 75.7% |
| **People who live in my community are generally happy with where they live.** | 77.7% |
| **My community is a good place to raise children.** | 79.2% |

# Government

Respondents say that growth management (29.0%) and the related issue of management of roads and utilities (24.1%) are the leading government-related issues to address.

Responses are fairly consistent regardless of geography within Polk County.

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| 1 | Growth management that is responsible and economically sustainable | 29.0% |
| 2 | Management of roads, sewer, utilities, and other infrastructure | 24.1% |
| 3 | Government-sponsored health and human services (healthcare, housing, and neighborhood development) | 21.3% |
| 4 | Effective communications between government and citizens | 18.6% |
| 5 | Fair taxes | 16.8% |
| 6 | Government officials that are receptive to new ideas | 15.9% |
| 7 | Responsible effective, and fair environmental safeguards (air, water, soil) | 14.6% |
| 8 | Equitable access to government supported community service centers | 12.5% |
| 9 | Fair and equitable local ordinances | 10.5% |
| 10 | Fiscal responsibility by government entities | 10.1% |
| 11 | Responsive public safety and law enforcement agencies | 8.1% |
| 12 | Opportunities to engage directly with government officials | 6.5% |

**** A table that shows rank-order comparisons for Hispanics, non-Hispanics, Blacks / African Americans, and non-African Americans is contained in the appendices. Additional appendices show variations by geography within Polk County.**

There is tremendous support for law enforcement and first responders in Polk County, as seven of eight survey respondents (88.3%) agree or strongly agree that law enforcement, firefighters, and emergency services are responsive. However, fewer than half (46.4%) agree or strongly agree that government officials do a decent job managing growth. Regarding taxes, 63.6% of respondents believe taxes to be fair but 55.1% question whether those dollars are being used wisely.

**EXHIBIT: GOVERNMENT – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **Government officials do a decent job managing growth.** | 46.4% |
| **Local government uses tax dollars wisely.** | 55.1% |
| **Government officials are responsive to citizen input.** | 56.7% |
| **Local government is responsive to complaints or concerns.** | 60.1% |
| **The demographics of elected leaders and government staff reflect the people they represent.** | 60.2% |
| **Local government collaborates with community organizations and stakeholders to address community needs.** | 60.7% |
| **Local taxes are fair.** | 63.6% |
| **People in my community have opportunities to share requests or opinions with government leaders and be heard.** | 65.8% |
| **People in my community feel safe from crime.** | 65.8% |
| **All members of the community are treated with respect and dignity.** | 68.1% |
| **People in my neighborhood feel safe and secure.** | 72.3% |
| **Law enforcement, firefighters, and emergency services are responsive.** | 88.3% |

# Civic Engagement

The most commonly noted areas of need within the Civic Engagement focus area are community development and environmental management (23.7%), youth mentoring and related activities (20.4%), and activities for people living with disabilities (17.0%) and activities for seniors (16.8%). However, Hispanic respondents prioritized "programs serving migrants, new Americans, or others" higher (i.e., in the top five) than non-Hispanics. Also, Blacks / African Americans prioritize "Programs engaging racial or ethnic minority groups" higher than others (i.e., in the top five).

Note that there are few notable differences based on geography within Polk County.

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| **1** | Community development and environmental management | 23.7% |
| **2** | Youth mentoring, coaching, teaching, scouting, wellness, or similar activities | 20.4% |
| **3** | Activities supporting people living with disabilities | 17.0% |
| **4** | Senior support activities | 16.8% |
| **5** | Participation in local government (elected, nominated, or volunteer) | 13.3% |
| **6** | Legal aid programs | 13.2% |
| **7** | Community outreach to ensure voter access | 11.0% |
| **8** | Health-related volunteer activities | 11.0% |
| **9** | Programs engaging racial or ethnic minority groups | 9.9% |
| **10** | Service on lay boards, committees, and advisory councils that impact public policy | 9.2% |
| **11** | Programs serving migrants, new Americans, or others | 9.0% |
| **12** | Voting in all elections | 8.6% |
| **13** | Service with, or membership in, charitable organizations and related activities | 7.2% |
| **14** | Volunteerism | 6.6% |

**** A table that shows rank-order comparisons for Hispanics, non-Hispanics, Blacks / African Americans, and non-African Americans is contained in the appendices. Additional appendices show variations by geography within Polk County.**

Only about half of respondents (53.5%) agree or strongly agree that there are adequate programs to help people living with a disability. A similar (relatively low, 59.2%) percentage say that elected leaders and key government staff are representative of their community. However, most (80.3%) indicate that there are many ways to participate in the electoral process.

**EXHIBIT: CIVIC ENGAGEMENT – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **There are adequate programs to help people living with a disability.** | 53.5% |
| **Elected leaders and key government staff are representative of my community** | 59.2% |
| **People in my community make a significant impact by helping to address local issues.** | 60.8% |
| **People who live in my community make a difference by participating in government meetings and workshops addressing local issues.** | 61.5% |
| **People who live in my community participate in civic and local government meetings (e.g., school board, lay boards, city council).** | 61.5% |
| **Senior-oriented programs are in place to help older Polk County residents.** | 62.6% |
| **There are opportunities to participate in local government.** | 66.6% |
| **Opportunities to volunteer are plentiful.** | 72.7% |
| **Volunteer opportunities are plentiful.** | 72.7% |
| **Members of my community are actively involved with local groups (volunteering, religious organizations, neighborhood associations, etc.).** | 72.9% |
| **There are many ways to participate in the electoral process (e.g., helping to run elections or voter participation).** | 80.3% |

# Arts, Culture, and Recreation

Survey respondents indicate that access to fields or courts for athletics (20.3%) is a top area needing improvement. Note that people living in certain areas of Polk County indicate a slightly greater desire for more resources than others. However, county-wide, there is no notable difference among respondents based on race or ethnicity.

Geographically within Polk County, residents living south of Mulberry and Bartow are more likely to say that more parks and playgrounds are needed than others. While those living north of I-4 would like to see more public pools and hiking trails in their community (relative to those in other parts of Polk County).

**EXHIBIT: IF YOU WANTED TO FURTHER IMPROVE (MAKE MORE AVAILABLE) THREE OF THE FOLLOWING, WHICH WOULD YOU CHOOSE?**

| Rating (Based on "Total") | Response | Total |
|---|---|---|
| **1** | Access to fields (or courts) to play baseball, soccer, softball, tennis, pickleball, football, | 20.3% |
| **2** | Children-focused museums and similar learning opportunities | 16.2% |
| **3** | Art galleries, museums, and exhibits (e.g., painting, sculpture, other media) | 15.5% |
| **4** | Concerts and other live, large-audience performances | 15.2% |
| **5** | Live music events and festivals | 13.6% |
| **6** | Fitness opportunities | 12.1% |
| **7** | Nature preserves | 10.6% |
| **8** | Hiking or running trails | 10.6% |
| **9** | Parks and playgrounds | 10.4% |
| **10** | Ballet, opera, orchestral music, or similar classical arts | 9.1% |
| **11** | Lectures and opportunities for ongoing education | 8.5% |
| **12** | Gardening clubs or similar groups | 8.4% |
| **13** | Public pools | 8.1% |
| **14** | Movie theaters | 5.1% |
| **15** | Professional or semi-pro sporting events | 4.3% |

**** A table that shows rank-order comparisons for Hispanics, non-Hispanics, Blacks/African Americans, and non-African Americans is contained in the appendices. Additional appendices show variations by geography within Polk County.**

Among all survey respondents, most (81.4%) either agreed or strongly agreed that parks and other outdoor spaces provide opportunities for community members to gather. Few agree or strongly agree that "Museums and art galleries are near me or within a short distance" (54.7%) or that "Community art projects are located in my neighborhood" (47.8%)

**EXHIBIT: ARTS, CULTURE, AND RECREATION – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **Parks and other outdoor spaces provide opportunities for community members to gather.** | 81.4% |
| **Air and water quality are good and support outdoor recreational activities.** | 76.8% |
| **People in my community have access to places for outdoor physical activity (playground, sports court/field, outdoor gym, walking loop, bike trail).** | 75.2% |
| **People in my community have safe places to walk and enjoy the outdoors.** | 72.2% |
| **Organized activities such as Boys And Girls Clubs, the Y, Girls Inc, scouting, and similar activities are available for youth in my community.** | 70.0% |
| **There are spectator sporting events for individuals and families to enjoy watching.** | 63.1% |
| **Activities promoting culture and the arts are accessible for all people who live in my community.** | 61.4% |
| **There are safe, well-kept, indoor recreational facilities where children and families can gather in my community.** | 60.5% |
| **Families and individuals can enjoy events such as concerts and other live events.** | 59.2% |
| **There is a good range of clubs, civic organizations, and similar community groups for adults and families.** | 59.0% |
| **There are adequate after-school and summertime organized recreation and arts programs for youth of all ages.** | 58.7% |
| **Children, adults, and families have access to live theatre, symphony, dance, and similar performing arts.** | 56.8% |
| **Museums and art galleries are near me or within a short distance.** | 54.7% |
| **Community art projects are located in my neighborhood.** | 47.8% |

# Housing

Affordable housing (or lack thereof) is a major community need (38.5%). Alternatively, though, the majority of respondents either agreed or strongly agreed that their community has housing which is safe to live in (75.7%).

**EXHIBIT: HOUSING – AGREE/DISAGREE**

| To what degree do you agree with the following statements? | Percent who Agree or Strongly Agree |
|---|---|
| **Housing is affordable in my community.** | 38.5% |
| **There is enough support for people in my community who are experiencing homelessness.** | 45.1% |
| **It is easy to rent a place to live.** | 46.7% |
| **Homelessness is not a major problem in my town/city.** | 47.1% |
| **It is easy to become a homeowner in my community.** | 47.2% |
| **I know where to find help in dealing with challenges related to housing in my community.** | 47.9% |
| **People who live in my community experiencing homelessness have access to shelters that are safe.** | 50.3% |
| **It is easy to find a good place to live in my community.** | 56.1% |
| **There are a variety of housing types (single family home, apartments, condos, etc.) available to people who live in my community.** | 67.9% |
| **In my community, housing is safe to live in (e.g., clean water, no mold, no lead, structurally sound).** | 75.7% |

# Appendix 1: Rank-order Comparisons by Race and Ethnicity

## Infrastructure

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Vehicular traffic capacity (intersections, roads, streets, and highways)** | 1 | 1 | | 1 | 1 |
| **Increased and enhanced public transportation (buses, trams, railways, etc.)** | 2 | 3 | | 3 | 3 |
| **Road quality and repair (potholes, rough, worn, rutted)** | 3 | 2 | | 2 | 2 |
| **Pedestrian walkways / sidewalks** | 4 | 4 | | 4 | 4 |
| **Bridges, overpasses, and similar structures** | 5 | 10 | | 6 | 10 |
| **Traffic control and management (signals, signs, road markings)** | 6 | 5 | | 8 | 6 |
| **Bike paths and trails** | 7 | 8 | | 5 | 8 |
| **Property development and land use zoning** | 8 | 6 | | 7 | 7 |
| **Broadband / high speed internet access** | 9 | 9 | | 10 | 9 |
| **Increased enforcement of traffic safety laws** | 10 | 7 | | 9 | 5 |
| **Electric and gas utility services** | 11 | 11 | | 11 | 13 |
| **Water and sewer management** | 12 | 13 | | 12 | 12 |
| **Garbage collection and waste management** | 13 | 12 | | 13 | 11 |

## Education

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Equitable access for students to attend the school that best meets their needs regardless of school zone, home address, or other student circumstances** | 1 | 2 | | 1 | 2 |
| **Increased partnerships between schools and businesses for on-the-job training, job shadowing, and internships** | 2 | 3 | | 2 | 3 |
| **Opportunities for students to explore careers options and receive technical training in a skilled trade** | 3 | 1 | | 3 | 1 |
| **After school and summer programming aimed at increasing academic performance** | 4 | 6 | | 6 | 6 |
| **Schools and learning environments for students with developmental, mental health, behavioral, or other special needs** | 5 | 5 | | 5 | 5 |
| **English language classes for individuals who speak other languages** | 6 | 7 | | 4 | 9 |
| **Quality, affordable trade and technical schools** | 7 | 4 | | 8 | 4 |
| **Skills training (or re-training) for adults changing careers** | 8 | 8 | | 9 | 7 |
| **Options with higher-education partners for students to earn college credit while still in high school** | 9 | 9 | | 7 | 8 |
| **Schools and programs that teach music, theatre, or other classical arts** | 10 | 10 | | 10 | 10 |

## Economic Advancement

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Ability to earn a living wage** | 1 | 1 | | 3 | 1 |
| **Equitable access to jobs and training regardless of socio-economic status, race or ethnicity, geographic location, or other personal circumstances** | 2 | 2 | | 2 | 2 |
| **Employees with soft skills such as critical thinking, teamwork, professional attitude, work ethic, communication skills, and others** | 3 | 3 | | 1 | 5 |
| **Public transportation to help people get to work** | 4 | 5 | | 7 | 3 |
| **Ability to start a new business** | 5 | 10 | | 4 | 10 |
| **Job training sites and facilities for adults changing careers Job training sites and facilities for young adults** | 6 | 4 | | 5 | 4 |
| **High tech, high wage industries** | 7 | 9 | | 9 | 8 |
| **Jobs in a greater range of industries** | 8 | 6 | | 6 | 9 |
| **Variety of jobs that match the education and career interests of local job seekers** | 9 | 8 | | 10 | 6 |
| **Professional community and networking opportunities** | 10 | 12 | | 11 | 12 |
| **Increased variety and types of job training opportunities** | 11 | 7 | | 8 | 6 |
| **Robust ability for employers to hire well-trained or qualified employees** | 12 | 11 | | 12 | 11 |

## Community Health and Well-Being

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Affordable, quality medical care** | 1 | 1 | | 1 | 1 |
| **Affordable, quality dental care** | 2 | 3 | | 2 | 3 |
| **Active community involvement and social networks** | 3 | 5 | | 3 | 7 |
| **Normalizing mental health care** | 4 | 2 | | 4 | 2 |
| **Cultural activities that celebrate diverse populations** | 5 | 13 | | 11 | 12 |
| **Chronic disease (e.g., Asthma, COPD, cancer, diabetes, Heart disease, or other care)** | 6 | 8 | | 5 | 9 |
| **Community-based clinics and health centers** | 7 | 10 | | 6 | 10 |
| **Public safety: free of fear of violence, theft, or other criminal activities** | 8 | 4 | | 7 | 4 |
| **Senior services and supports** | 9 | 6 | | 13 | 5 |
| **Availability of qualified specialty care** | 10 | 7 | | 9 | 6 |
| **Churches and other faith-based institutions** | 11 | 12 | | 8 | 13 |
| **Sense of belonging, acceptance, and inclusion** | 12 | 11 | | 10 | 11 |
| **Access to healthcare resources and services** | 13 | 9 | | 12 | 8 |
| **Volunteer opportunities** | 14 | 14 | | 14 | 14 |
| **Pre-natal care** | 15 | 15 | | 15 | 15 |

## Government

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Government-sponsored health and human services (healthcare, housing, and neighborhood development)** | 1 | 3 | | 1 | 3 |
| **Growth management that is responsible and economically sustainable** | 2 | 1 | | 2 | 1 |
| **Management of roads, sewer, utilities, and other infrastructure** | 3 | 2 | | 5 | 2 |
| **Effective communications between government and citizens** | 4 | 4 | | 4 | 4 |
| **Equitable access to government supported community service centers** | 5 | 8 | | 3 | 9 |
| **Government officials that are receptive to new ideas** | 6 | 6 | | 7 | 5 |
| **Fair taxes** | 7 | 5 | | 6 | 6 |
| **Opportunities to engage directly with government officials** | 8 | 12 | | 11 | 12 |
| **Fair and equitable local ordinances** | 9 | 9 | | 8 | 10 |
| **Fiscal responsibility by government entities** | 10 | 10 | | 10 | 8 |
| **Responsible effective, and fair environmental safeguards (air, water, soil)** | 11 | 7 | | 9 | 7 |
| **Responsive public safety and law enforcement agencies** | 12 | 11 | | 12 | 11 |

## Civic Engagement

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Community development and environmental management** | 1 | 1 | | 1 | 1 |
| **Activities supporting people living with disabilities** | 2 | 4 | | 2 | 4 |
| **Youth mentoring, coaching, teaching, scouting, wellness, or similar activities** | 3 | 2 | | 3 | 2 |
| **Legal aid programs** | 4 | 6 | | 7 | 5 |
| **Programs engaging racial or ethnic minority groups** | 5 | 9 | | 9 | 11 |
| **Participation in local government (elected, nominated, or volunteer)** | 6 | 5 | | 4 | 6 |
| **Community outreach to ensure voter access** | 7 | 8 | | 6 | 7 |
| **Senior support activities** | 8 | 3 | | 10 | 3 |
| **Health-related volunteer activities** | 9 | 7 | | 8 | 10 |
| **Programs serving migrants, new Americans, or others** | 10 | 11 | | 5 | 14 |
| **Service with, or membership in, charitable organizations and related activities** | 11 | 13 | | 12 | 13 |
| **Service on lay boards, committees, and advisory councils that impact public policy** | 12 | 12 | | 11 | 9 |
| **Volunteerism** | 13 | 14 | | 14 | 12 |
| **Voting in all elections** | 14 | 12 | | 13 | 8 |

## Arts, Culture, and Recreation

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| If you wanted to further improve (make more available) THREE of the following, which would you choose? | | | | | |
|---|---|---|---|---|---|
| **Response** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **Access to fields (or courts) to play baseball, soccer, softball, tennis, pickleball, football, etc.** | 1 | 1 | | 1 | 1 |
| **Art galleries, museums, and exhibits (e.g., painting, sculpture, other media)** | 2 | 3 | | 2 | 5 |
| **Concerts and other live, large audience performances** | 3 | 4 | | 4 | 2 |
| **Children-focused museums and similar learning opportunities** | 4 | 2 | | 3 | 4 |
| **Fitness opportunities** | 5 | 6 | | 5 | 6 |
| **Ballet, opera, orchestral music, or similar classical arts** | 6 | 10 | | 6 | 13 |
| **Live music events and festivals** | 7 | 5 | | 11 | 3 |
| **Lectures and opportunities for ongoing education** | 8 | 11 | | 10 | 11 |
| **Gardening clubs or similar groups** | 9 | 12 | | 7 | 12 |
| **Movie theaters** | 10 | 14 | | 14 | 14 |
| **Parks and playgrounds** | 11 | 9 | | 9 | 9 |
| **Hiking or running trails** | 12 | 7 | | 8 | 8 |
| **Public pools** | 13 | 13 | | 13 | 10 |
| **Nature preserves** | 14 | 7 | | 12 | 6 |
| **Professional or semi-pro sporting events** | 15 | 15 | | 15 | 15 |

## Housing

***The numbers in the table below represent the rankings by Race (i.e., Black or African American and All Others) and Ethnicity (i.e., Hispanic or Non-Hispanic) shown in the header.***

| To what degree do you agree with the following statements? | | | | | |
|---|---|---|---|---|---|
| **Statement** | Black or African American | All others | | Hispanic or Latino | Not Hispanic or Latino |
| **In my community, housing is safe to live in (e.g., clean water, no mold, no lead, structurally sound).** | 1 | 1 | | 1 | 1 |
| **There are a variety of housing types (single family home, apartments, condos, etc.) available to people who live in my community.** | 2 | 2 | | 2 | 2 |
| **It is easy to find a good place to live in my community.** | 3 | 3 | | 3 | 3 |
| **Homelessness is not a major problem in my town/city.** | 4 | 7 | | 7 | 7 |
| **It is easy to rent a place to live.** | 5 | 8 | | 6 | 8 |
| **I know where to find help in dealing with challenges related to housing in my community.** | 6 | 5 | | 8 | 6 |
| **People who live in my community experiencing homelessness have access to shelters that are safe.** | 7 | 4 | | 4 | 4 |
| **It is easy to become a homeowner in my community.** | 8 | 6 | | 9 | 5 |
| **There is enough support for people in my community who are experiencing homelessness.** | 9 | 9 | | 5 | 9 |
| **Housing is affordable in my community.** | 10 | 10 | | 10 | 10 |

## Appendix 2: Rank-order Comparisons by Location Within Polk County

### Infrastructure

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| **Vehicular traffic capacity (intersections, roads, streets, and highways)** | 1 | 1 | 2 | 3 | 1 | 1 |
| **Road quality and repair (potholes, rough, worn, rutted)** | 2 | 2 | 1 | 1 | 2 | 2 |
| **Increased and enhanced public transportation (buses, trams, railways, etc.)** | 3 | 3 | 3 | 2 | 3 | 5 |
| **Pedestrian walkways / sidewalks** | 4 | 4 | 4 | 4 | 7 | 9 |
| **Traffic control and management (signals, signs, road markings)** | 7 | 6 | 5 | 8 | 4 | 3 |
| **Increased enforcement of traffic safety laws** | 6 | 5 | 7 | 7 | 5 | 4 |
| **Property development and land use zoning** | 5 | 7 | 8 | 6 | 6 | 6 |
| **Bike paths and trails** | 8 | 9 | 6 | 5 | 10 | 7 |
| **Broadband / high speed internet access** | 9 | 8 | 9 | 12 | 8 | 8 |
| **Bridges, overpasses, and similar structures** | 10 | 13 | 10 | 9 | 11 | 11 |
| **Electric and gas utility services** | 11 | 10 | 13 | 11 | 12 | 12 |
| **Water and sewer management** | 13 | 12 | 12 | 13 | 9 | 10 |
| **Garbage collection and waste management** | 12 | 11 | 11 | 10 | 13 | 13 |

## Education

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| **Opportunities for students to explore careers options and receive technical training in a skilled trade** | 1 | 1 | 1 | 1 | 1 | 1 |
| **Equitable access for students to attend the school that best meets their needs regardless of school zone, home address, or other student circumstances** | 2 | 3 | 2 | 4 | 2 | 4 |
| **Increased partnerships between schools and businesses for on-the-job training, job shadowing, and internships** | 3 | 2 | 3 | 2 | 4 | 3 |
| **Quality, affordable trade and technical schools** | 6 | 4 | 6 | 3 | 3 | 2 |
| **Schools and learning environments for students with developmental, mental health, behavioral, or other special needs** | 4 | 5 | 4 | 9 | 6 | 9 |
| **After school and summer programming aimed at increasing academic performance** | 5 | 6 | 5 | 5 | 8 | 5 |
| **Skills training (or re-training) for adults changing careers** | 7 | 7 | 7 | 6 | 7 | 8 |
| **English language classes for individuals who speak other languages** | 10 | 9 | 10 | 8 | 5 | 7 |
| **Schools and programs that teach music, theatre, or other classical arts** | 9 | 8 | 9 | 7 | 9 | 10 |
| **Options with higher-education partners for students to earn college credit while still in high school** | 8 | 10 | 8 | 10 | 10 | 6 |

## Economic Advancement

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| **Ability to earn a living wage** | 1 | 1 | 1 | 1 | 1 | 1 |
| **Equitable access to jobs and training regardless of socio-economic status, race or ethnicity, geographic location, or other personal circumstances** | 4 | 2 | 3 | 4 | 3 | 2 |
| **Public transportation to help people get to work** | 5 | 5 | 8 | 2 | 2 | 4 |
| **Job training sites and facilities for adults changing careers and for young adults** | 2 | 3 | 2 | 5 | 6 | 3 |
| **Employees with soft skills such as critical thinking, teamwork, professional attitude, work ethic, communication skills, and others** | 3 | 6 | 4 | 3 | 9 | 7 |
| **Variety of jobs that match the education and career interests of local job seekers** | 7 | 4 | 9 | 6 | 7 | 9 |
| **Jobs in a greater range of industries** | 8 | 7 | 7 | 10 | 5 | 5 |
| **Increased variety and types of job training opportunities** | 6 | 9 | 5 | 8 | 8 | 8 |
| **High tech, high wage industries** | 9 | 10 | 10 | 7 | 4 | 6 |
| **Ability to start a new business** | 10 | 8 | 6 | 9 | 10 | 11 |
| **Professional community and networking opportunities** | 11 | 12 | 12 | 12 | 11 | 10 |
| **Robust ability for employers to hire well-trained or qualified employees** | 12 | 11 | 11 | 11 | 12 | 12 |

## Community Health and Well-Being

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| **Affordable, quality medical care** | 2 | 1 | 1 | 2 | 1 | 1 |
| **Normalizing mental health care** | 1 | 2 | 3 | 3 | 4 | 5 |
| **Affordable, quality dental care** | 3 | 3 | 2 | 1 | 3 | 2 |
| **Public safety: free of fear of violence, theft, or other criminal activities** | 4 | 4 | 5 | 4 | 2 | 4 |
| **Senior services and supports** | 7 | 5 | 9 | 9 | 5 | 3 |
| **Availability of qualified specialty care** | 6 | 6 | 4 | 11 | 7 | 8 |
| **Active community involvement and social networks** | 11 | 7 | 8 | 8 | 6 | 9 |
| **Community-based clinics and health centers** | 5 | 9 | 12 | 7 | 9 | 7 |
| **Access to healthcare resources and services** | 8 | 8 | 7 | 5 | 10 | 10 |
| **Sense of belonging, acceptance, and inclusion** | 9 | 10 | 10 | 14 | 11 | 6 |
| **Cultural activities that celebrate diverse populations** | 12 | 12 | 11 | 10 | 8 | 12 |
| **Chronic disease (e.g., Asthma, COPD, cancer, diabetes, Heart disease, or other care)** | 10 | 11 | 6 | 6 | 12 | 11 |
| **Churches and other faith-based institutions** | 13 | 13 | 13 | 12 | 13 | 13 |
| **Pre-natal care** | 14 | 14 | 14 | 13 | 14 | 14 |

## Government

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| **Growth management that is responsible and economically sustainable** | 1 | 1 | 1 | 1 | 2 | 2 |
| **Management of roads, sewer, utilities, and other infrastructure** | 3 | 2 | 3 | 3 | 1 | 1 |
| **Government sponsored health and human services (healthcare, housing, and neighborhood development)** | 2 | 4 | 2 | 6 | 5 | 9 |
| **Fair taxes** | 6 | 3 | 5 | 7 | 4 | 4 |
| **Effective communications between government and citizens** | 7 | 6 | 8 | 4 | 3 | 3 |
| **Government officials that are receptive to new ideas** | 4 | 5 | 4 | 5 | 6 | 6 |
| **Responsible effective, and fair environmental safeguards (air, water, soil)** | 5 | 7 | 6 | 2 | 7 | 5 |
| **Fiscal responsibility by government entities** | 10 | 8 | 7 | 11 | 11 | 7 |
| **Equitable access to government supported community service centers** | 8 | 10 | 9 | 9 | 8 | 11 |
| **Fair and equitable local ordinances** | 9 | 11 | 10 | 10 | 10 | 8 |
| **Responsive public safety and law enforcement agencies** | 11 | 9 | 11 | 8 | 9 | 10 |
| **Opportunities to engage directly with government officials** | 12 | 12 | 12 | 12 | 12 | 12 |

## Civic Engagement

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| Youth mentoring, coaching, teaching, scouting, wellness, or similar activities | 2 | 1 | 2 | 3 | 1 | 2 |
| Community development and environmental management | 1 | 2 | 1 | 1 | 2 | 3 |
| Senior support activities | 3 | 3 | 3 | 4 | 4 | 1 |
| Activities supporting people living with disabilities | 4 | 4 | 5 | 6 | 3 | 7 |
| Legal aid programs | 6 | 5 | 4 | 2 | 6 | 6 |
| Participation in local government (elected, nominated, or volunteer) | 7 | 6 | 6 | 12 | 7 | 5 |
| Voting in all elections | 12 | 8 | 14 | 14 | 5 | 4 |
| Programs engaging racial or ethnic minority groups | 5 | 9 | 11 | 9 | 10 | 14 |
| Community outreach to ensure voter access | 9 | 10 | 10 | 5 | 8 | 9 |
| Service on lay boards, committees, and advisory councils that impact public policy | 8 | 7 | 8 | 8 | 14 | 11 |
| Health-related volunteer activities | 11 | 11 | 7 | 13 | 9 | 8 |
| Programs serving migrants, new Americans, or others | 10 | 14 | 9 | 7 | 13 | 10 |
| Volunteerism | 14 | 13 | 13 | 11 | 12 | 13 |
| Service with, or membership in, charitable organizations and related activities | 13 | 12 | 12 | 10 | 11 | 12 |

## Arts, Culture, and Recreation

***The numbers in the table below represent the rankings within each Polk County location shown in the header.***

| Issue | Lakeland and vicinity | Winter Haven and vicinity | Mulberry and Bartow vicinities | Polk County south of Mulberry and Bartow | Northeast - Davenport, Haines City, Dundee vicinities | North Polk County |
|---|---|---|---|---|---|---|
| **Access to fields (or courts) to play baseball, soccer, softball, tennis, pickleball, football,** | 3 | 1 | 2 | 1 | 1 | 2 |
| **Live music events and festivals** | 2 | 3 | 3 | 8 | 4 | 5 |
| **Concerts and other live, large audience performances** | 1 | 4 | 1 | 6 | 7 | 1 |
| **Children-focused museums and similar learning opportunities** | 5 | 2 | 4 | 2 | 5 | 12 |
| **Art galleries, museums, and exhibits (e.g., painting, sculpture, other media)** | 4 | 7 | 5 | 5 | 3 | 6 |
| **Fitness opportunities** | 7 | 10 | 7 | 13 | 2 | 9 |
| **Nature preserves** | 6 | 6 | 9 | 4 | 9 | 7 |
| **Parks and playgrounds** | 12 | 5 | 12 | 3 | 6 | 11 |
| **Hiking or running trails** | 9 | 8 | 8 | 11 | 8 | 4 |
| **Public pools** | 13 | 9 | 6 | 10 | 12 | 3 |
| **Lectures and opportunities for ongoing education** | 8 | 11 | 11 | 7 | 13 | 8 |
| **Gardening clubs or similar groups** | 10 | 13 | 13 | 12 | 14 | 10 |
| **Professional or semi-pro sporting events** | 14 | 14 | 14 | 15 | 15 | 15 |
| **Live theatrical performances (not movie theaters)** | 11 | 12 | 15 | 14 | 10 | 13 |
| **Movie theaters** | 15 | 15 | 10 | 9 | 11 | 14 |
| **Professional or semi-pro sporting events** | 14 | 14 | 14 | 15 | 15 | 15 |

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WINTER HAVEN
THE CHAIN OF LAKES CITY

# REGULAR CITY COMMISSION MEETING MINUTES

**DATE:** Monday, November 25, 2024, 6:00 p.m.

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

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**NOTE**:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:9290310c-8b0c-4827-809a-901f7cb2cd90
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

2. **ROLL CALL** - LaTonya Harris, Deputy City Clerk

   **Commissioners Present**: Mayor Nathaniel Birdsong; Mayor Pro Tem Brian Yates; Commissioner Brad Dantzler; Commissioner Tracy Mercer.

   **Commissioners Absent**: Commissioner Clifton Dollison.

   **Staff Present**: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; Deputy City Clerk LaTonya Harris; Assistant City Manager for Public Safety Charlie Bird; Police Chief Vance Monroe; Economic Opportunity and Community Investment Director Eric Labbe; Winter Haven Water Director Gary Hubbard; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart, and Parks, Recreation, and Culture Director Julie Adams.

3. **INVOCATION** – Demetric Phillips, Bridge Church

4. **PLEDGE OF ALLEGIANCE** – LaTonya Harris, Deputy City Clerk

5. **PRESENTATION(S)** – None

6. **DEVELOPMENTS OF NOTE** – None

7. **MINUTES**

   **A. October 14, 2024, Regular City Commission Meeting Minutes**

   **B. October 22, 2024, Special City Commission Meeting Minutes**

   **C. October 23, 2024, City Commission Agenda Review Session Minutes**

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

   Mayor Birdsong stated that anyone wishing to speak to the minutes could make comments now by coming to the podium and stating their name and address for the record and make comments.

   No one spoke for or against.

DRAFT

**Motion carried 4:0.**

## 8. COMMENTS FROM THE AUDIENCE – None

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

**A. O-24-49 - Request by ABC Properties, LTD to assign Primary Mixed Use Hub Future Land Use to an annexed parcel. (250 Cypress Gardens Boulevard)**

City Attorney Murphy read Ordinance O-24-49 by title only and City Manager Stavres presented.

**Motion by Commissioner Mercer to approve Ordinance O-24-49 on second reading – public hearing.**

Mayor Birdsong 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 records. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular City Commission Meeting.

Commissioner Dantzler inquired if there was an update on progress with Florida Department of Transportation (FDOT) construction on Cypress Gardens Boulevard (CGB).

City Manager Stavres answered that there were not any updates.

**Motion carried 4:0.**

**B. O-24-50 - Request by ABC Properties, LTD to assign Commercial-Highway (C-3) zoning district to an annexed parcel. (250 Cypress Gardens Boulevard)**

City Attorney Murphy read Ordinance O-24-50 by title only and City Manager Stavres presented.

**Motion by Mayor Pro Tem Yates to approve Ordinance O-24-50 on second reading – public hearing.**

Mayor Birdsong 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 records. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular City Commission Meeting.

**Motion carried 4:0.**

**C. O-24-51 - Request by Cypress Southeast, LLC to assign Neighborhood Support Future Land Use to an annexed parcel.**

City Attorney Murphy read Ordinance O-24-51 by title only and City Manager Stavres presented.

**Motion by Commissioner Mercer to approve Ordinance O-24-51 on second reading – public hearing.**

Mayor Birdsong 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 records. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular City Commission Meeting.

**Motion carried 4:0.**

**D. O-24-52 - Request by Cypress Southeast, LLC to assign Commercial-Highway (C-3) zoning district to an annexed parcel.**

City Attorney Murphy read Ordinance O-24-52 by title only and City Manager Stavres presented.

**Motion by Mayor Pro Tem Yates to approve Ordinance O-24-52 on second reading – public hearing.**

DRAFT

Mayor Birdsong 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 records. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular City Commission Meeting.

**Motion carried 4:0.**

**E. O-24-55 – Voluntary Annexation of 75 Sage Road.**

City Attorney Murphy read Ordinance O-24-55 by title only and City Manager Stavres presented.

**Motion by Commissioner Mercer to approve Ordinance O-24-55 on second reading – public hearing.**

Mayor Birdsong 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 records. No one spoke for or against.

Mayor Birdsong closed the Public Hearing and reopened the Regular City Commission Meeting.

**Motion carried 4:0.**

## 10. CONSENT AGENDA

**A. South Lake Howard Nature Park Expansion Design Build Phase 1 Recreation Elements**

**B. Florida Department of Transportation Road Closure Permit Applications**

**C. Purchase of nine (9) Vehicles – Water Dept.**

**D. Uncollected Accounts Receivable for Fiscal Year 2024**

**E. Kimley-Horn Design Services for Roosevelt Drive Complete Street Project**

**F. Motor Pool Roof Replacement**

**Motion by Mayor Pro Tem Yates to approve the Consent Agenda as presented.**

Mayor Birdsong stated that 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 4:0.**

## 11. RESOLUTION(S)

**A. R-24-52 - Resolution for appointment of Ed Smith to the Affordable Housing Advisory Committee**

City Attorney Murphy read Resolution R-24-52 by title only and City Manager Stavres presented.

Mayor Pro Tem Yates asked for clarification of a committee member residency requirements.

Economic Opportunity and Community Investment Director Labbe clarified that the Affordable Housing Advisory Committee (AHAC) rules required that the member had to be a Polk County resident.

**Motion by Mayor Pro Tem Yates to approve Resolution R-24-52.**

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

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

**Motion carried 4:0.**

DRAFT

## 12. ORDINANCE(S) - FIRST READING

**A. O-24-53 – Request by Paul William Schulz Revocable Trust to rezone a parcel from Planned Unit Development (PUD) zoning district to Single Family Residential-Large Lot (R-1) zoning district. (4020 Country Club Road, South)**

City Attorney Murphy read Ordinance O-24-53 by title only and City Manager Stavres presented.

Mayor Birdsong closed the Regular City Commission Meeting and stated anyone wishing to speak to this Ordinance may come to the podium and state their name and address for the record.

Mayor Birdsong reopened the Regular Commission Meeting.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 9, 2024, Regular City Commission Meeting.

**B. O-24-54 – Request by Peace Creek Village Community Development District to expand the boundaries of the Peace Creek Village Community Development District**

City Attorney Murphy read Ordinance O-24-54 by title only and City Manager Stavres presented.

Savannah Hancock, 817 East College Avenue in Tallahassee [Florida], said she represented the petitioner and could answer any questions.

Mayor Birdsong reported this item would come back for a second reading and public hearing at the December 9, 2024, Regular City Commission Meeting.

## 13. NEW BUSINESS

**A. Grant & Aid Application Review Committee (GAARC) Recommendations for the FY 26 Cycle**

City Manager Stavres presented this item as detailed in the fact sheet.

Mayor Birdsong inquired if there could be additional discussion on the recommendations at a later workshop:

- Request clarification from the City Commission on how to address funding requests from schools and other organizations with established foundations.

- Request clarification from the City Commission on their desires regarding funding levels for legacy agencies prior to the next review cycle. These agencies include Winter Haven Public Education Partnership ($20,000), Girls Inc. ($20, 000), the Neighborhood Service Center ($20,000), the Boys & Girls Club of Polk County ($45,000), Meals on Wheels ($20,000), and the Haley Center ($20,000).

City Manager Stavres said it could, but asked if these two recommendations could be voted on.

Mayor Birdsong said that they would vote on these two recommendations and would like to discuss the last two in greater detail at a later workshop in January when all Commissioners were present.

**Motion by Mayor Pro Tem Yates to approve the GAARC Recommendations for the FY 26 Cycle which are to update the application timeline to allow for an opportunity for applicants to submit corrections if any requirements were not met and eliminate the $40,000 Single-Initiative funding category.**

Mayor Birdsong 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.

Victoria Del Castillo, 217 Central Avenue West in Winter Haven, inquired if the grant funding came from the capital investment funds or the operating budget.

City Manager Stavres said funding was from the General Fund and operating budget and explained the eligible recipients for the Grant and Aid funding.

Discussion ensued in regard to the Grant and Aid budget, how it was derived, the $40,000 Single-Initiative funding category, public discussion, and public hearings.

DRAFT

Mayor Birdsong closed the Public Hearing and reopened the Regular City Commission Meeting.

**Motion carried 4:0.**

City Manager Stavres added that the Commission would be informed about the Grant and Aid training session dates for applicants at the January 13, 2025 Regular City Commission Meeting.

## 14. CITY COMMISSIONERS/LIAISON REPORTS

**Commissioner Dantzler** reported the following: attended the Drive Electric Event Lake Ashton Electrical Vehicle Show and spoke briefly; attended the Polk State College (PSC) Haines City – Davenport Campus Groundbreaking Ceremony that was well attended and fun; attended the Friends of the Foundation – GiveWell Community Foundation event; attended training for Affordable Housing Advisory Committee (AHAC) that was riveting; attended and did a media interview with ABC Action News and WFLA Channel 8 News; attended the Ridge League of Cities (RLC) Dinner Meeting [hosted by the City of Winter Haven] and gave kudos to staff.

**Commissioner Mercer** reported the following: attended the Parks, Recreation and Culture Master Planning Public Meeting for the Willowbrook Golf Course and complimented the master plan layout; attended the RLC Dinner Meeting [hosted by the City of Winter Haven] and said it was very nice; and attended the Heart for Winter Haven Annual *AS ONE!* Vision Banquet which she said was different than the past ones.

**Mayor Pro Tem Yates** reported the following: attended the Main Street Winter Haven (MSWH) Board meeting and mentioned the men in kilts [a business] hanging garland in Downtown; attended the RLC Dinner meeting [hosted by the City of Winter Haven] which was represented well and said the speaker and event was great; and attended the PSC Haines City –Davenport Campus Groundbreaking Ceremony, which she also complimented.

**Mayor Birdsong** reported the following: attended the PSC Haines City – Davenport Campus Groundbreaking Ceremony; attended the Polk Regional Water Cooperative (PRWC) Meeting; attended and spoke to the Cub Scout Pack – Meet and Greet at City Hall; attended the Lake Howard Heights Veterans Breakfast where he enjoyed the food and conversation; attended the Friends of the Foundation – GiveWell Community Foundation event; attended and gave the welcome at the RLC Dinner Meeting [hosted by the City of Winter Haven]; attended the Girls Inc. of Winter Haven Annual *Angels Among Us 2024* event; and attended a lunch cookout by his fraternity for the senior citizens at the Neighborhood Services Center. He noted the Thanksgiving dinner that would be hosted by the Neighborhood Services Center on Tuesday, November 26, 2024.

## 15. CITY ATTORNEY REPORT

City Attorney Murphy wished everyone a nice, healthy and Happy Thanksgiving.

## 16. CITY MANAGER REPORT – None

## 17. DEPUTY CITY MANAGER REPORT – None

## 18. CITY CLERK REPORT

Deputy City Clerk Harris wished Commissioner Mercer an early happy birthday and a Happy Thanksgiving to everyone and their families on behalf of the City Clerk's Office.

Mayor Birdsong also wished Commissioner Mercer a happy birthday.

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

Mayor Birdsong wished everyone a safe and Happy Thanksgiving.

## 20. ADJOURNMENT – 6:38 p.m.

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

DRAFT

LaTonya Harris
Deputy City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

DRAFT

WINTER HAVEN
THE CHAIN OF LAKES CITY

# CITY COMMISSION AGENDA REVIEW SESSION MINUTES

**DATE:** Wednesday, December 4, 2024, 6:15 p.m.

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

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**NOTE**:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:1d200e87-c83e-47e4-9e36-2181638ce06c
A hard copy of the PowerPoint will be attached to the original signed minutes.

## 1. CALL TO ORDER - Mayor Birdsong called the meeting to order at 6:15 p.m.

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

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

**Staff Present**: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J." Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Economic Opportunity and Community Investment Director Eric Labbe; Parks, Recreation and Culture Director Julie Adams; Chief Financial Officer Colleen "C.J." Scott; Public Works Director Brittany Hart; Winter Haven Regional Airport Director Troy Heidel; and Police Chief Vance Monroe.

## 5. PRESENTATION(S)

**A. "BayCare Winter Haven" Proclamation - Diane Gibbs, BayCare Winter Haven Director of Operations**

Mayor Birdsong said this item would be presented at the December 9, 2024, Regular City Commission Meeting.

**B. *** AGENDA REVIEW ONLY *** Strategic Plan Presentation: Quality of Life**

City Manager Stavres said this item would be presented at the end of this meeting.

## 6. DEVELOPMENTS OF NOTE - None

## 7. MINUTES

**A. October 28, 2024, Regular City Commission Meeting Minutes**

There were no questions or discussion.

## 8. COMMENTS FROM THE AUDIENCE – N/A

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

**A. O-24-53 - Request by Paul William Schulz Revocable Trust to rezone a parcel from Planned Unit Development (PUD) zoning district to Single Family Residential- Large Lot (R-1) zoning district. (4020 Country Club Road, South)**

DRAFT

**B. O-24-54 - Request by the Peace Creek Village Community Development District to expand the boundaries of the Peace Creek Village Community Development District**

City Manager Stavres said there had been no changes to items 9A and 9B since first reading.

There were no questions or discussion.

## 10. CONSENT AGENDA

**A. SHIP Annual Incentive Strategies Report 2024**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**B. Recommendation of Award RFQ-24-42 Banking Depository Services**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**C. Authorization for Travel and Training: Florida Black Caucus of Local Elected Officials (FBC- LEO) 2025 Spring Conference (Birdsong & Dollison)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**D. Authorization for Travel and Training: Florida City & County Managers Association (FCCMA) Winter Conference (Stavres & Carnevale)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**E. Approval of an Equipment Purchase Agreement for Remote Digital Tower equipment between Frequentis USA, Inc. and the City of Winter Haven**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**F. Purchase of Illumio Zero Trust Segmentation (ZTS) Software Platform Subscription from SHI (Somerset, NJ)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**G. Approval of OpenGov Cartegraph Software Renewal Agreement, Adding Budgeting and Planning Solution (San Francisco, CA)**

City Manager Stavres gave an overview of this item.

Commissioner Mercer asked if all departments would be using this. City Manager Stavres said yes, said everyone now used the same approach, and explained further. He said 2-3 departments on smaller levels would be chosen to beta test all of the processes and the rest of the departments would use the existing process. He added that he expected that for the fiscal year 2025-2026 budget, all of the processes would be going through this system.

**H. Purchase of Public Works Equipment**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

DRAFT

**I. Urban Forest Master Plan Implementation Services (RFQ-24-24)**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**J. Logistics Parkway/Pollard Rd. Extension, Kimley-Horn, Design and permitting Amendment #6**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**K. Award of ITB-24-44 for Directional Drilling Services**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**L. State Financial Assistance Drone Replacement Program**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**M. Access Easement Agreement - 4750 Lucerne Park Road (SR 544)**

City Attorney Murphy gave an overview of this item.

There were no questions or discussion.

## 11. RESOLUTION(S)

**A. R-24-53 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for Obstructions Clearing**

City Manager Stavres gave an overview of this item.

There were no questions or discussion.

**B. R-24-54 - Request by KRPC Willowbrook, LLC for final plat approval of the Willowbrook South Subdivision. General Location: Subdivision is generally located north of Martin Luther King Jr. Boulevard and south of the Lake Fannie/Lake Smart Canal**

City Manager Stavres gave an overview of this item and said that a slide that depicted the location would be added for the Monday, December 9, 2024, Regular City Commission Meeting.

City Attorney Murphy added that he was working with the attorneys that represented the Community Development District (CDD) and the developer to have a Release and Hold Harmless as it related to the lots, residential and common areas, immediately adjacent to the City's Willowbrook Golf Course. They were still working on details on that and noted that no certificates of occupancy could be issued until the final document was approved as a condition of the final plat approval.

Mayor Birdsong asked if there would be access on the northern section. Economic Opportunity and Community Investment Director Labbe said that as part of the requirements for the approval of the project the City required them to dedicate ROW for the construction of a future road from Martin Luther King Boulevard to Lucerne Park Road. He added that it ran essentially adjacent to the Duke power lines easement that ran across that property. He explained that with this plat they would be constructing a portion of that road to get access to their project. Then on the north side they would construct a portion of that road so they could access their project. City Manager Stavres said this would be added to the slide deck so that the image is oriented correctly. Everyone looked at the images attached to the resolution.

## 12. ORDINANCE(S) - FIRST READING - None



DRAFT

## 13. NEW BUSINESS

### A. Authorization to submit a grant application to the Florida Department of Commerce for construction of a rail spur

City Manager Stavres gave an overview of this item.

Bruce Lyon, President of the Winter Haven Economic Development Council (WHEDC) gave background on this project and said they had been working on this since 2020/2021. He said that the only plausible applicant that could do this [make the application for the grant] was the City or Polk County. He added that there were several other hurdles, but this was one of the final keys to getting the project to closing. Lastly, he said that they expected this to move to construction in 2025.

Mayor Birdsong inquired how long it would take for the grant. Mr. Lyon said that they believed it would be well-received and acted on in a quick manner, but they did not know exactly. City Manager Stavres said that the estimate was that once this was awarded, the construction of this would be very quick. He added that on our end, it could be done late Summer 2025 or realistically between 6-8 months from now.

## 14. CITY COMMISSIONERS/LIAISON REPORTS – No report

## 15. CITY ATTORNEY REPORT – No report

## 16. CITY MANAGER REPORT

City Manager Stavres said that Assistant to the City Manager Amanda-Jo "A.J." Nicholson had placed a *Community Events – week starting December 9, 2024* listing *(see attached)* she had prepared on the dais. He also thanked Planning Manager Sean Byers for putting together a *Summary of Draft Florida Department of Transportation (FDOT) Fiscal Years 2025/2026 through 2029/2030 Work Program (see attached)* occurring in Winter Haven, which was also on the dais and he explained in more detail. He commented that it was a very good spreadsheet and an impressive list of investments being made in our area.

❖

*Under 5B Presentations:*

***** AGENDA REVIEW ONLY *** Strategic Plan Presentation: Quality of Life**

City Manager Stavres gave an overview of this item. He reminded the Commission that they had heard about *Responsible Government* [strategic pillar] in October and *Community Safety* [strategic pillar] in November.

A *FY25 Strategic Pillar Update – QUALITY OF LIFE – UPDATE 1* PowerPoint presentation *(see attached)* was given by the following staff:

Assistant Economic Development and Community Investment Director Cedric Cox showed *Affordable Housing Advisory Committee (AHAC)* and *SHIP (State Housing Initiatives Partnership) Summary Budget* slides within the main PowerPoint and went over them in more detail.

City Manager Stavres said that when this was looked at one year ago, the City had $1.8 million dollars in the SHIP fund that was carryover and current year money that had not yet been spent. The City launched a very aggressive marketing campaign in April 2024 and since that time, the City had spent the $1.8 million, plus the funding received for FY 2024-2025 in the amount of $422,000. Of this $1.1 million was out the door and $1.4 million had been encumbered. As of now, the City was at a $19,000 deficit and one year ago it had $1.8 million to spend. Lastly, he thanked Director Labbe, Assistant Director Cox, Affordable Housing Projects Manager Diane Durr, and everyone else that worked on this and said they had done outstanding work and commented that we should be proud of them.

Parks, Recreation and Culture Director Adams said she was happy to discuss some of the initiatives her department was doing. She showed *Local Heroes* PowerPoint slides and went over them in more detail. She urged the Commission to attend the Unity Luncheon on January 17, 2025, to see who the next local heroes would be.

Director Adams showed *Master Planning* PowerPoint Slides and said that the last Master Plan was done in 2007, so it was long overdue. She noted that they started the process in February 2024, which she explained in more detail, and said they had been working with Kimley-Horn and Associates. She anticipated this process would be concluded spring 2025 and explained the plan in more detail. She urged everyone to do the survey and said they had received 600 responses so far.

She also showed various images of the Chain of Lakes Phase 2A Project and explained that the turf in field 1 would be a glue-in installation and that this was the first field of four. She showed an aerial view of the fields and said this portion of the project would be complete by February 2025. Lastly, vertical structures and the walking path would be complete by mid-Summer 2025.

Mayor Pro Tem Yates inquired if there were clay mounds. City Manager Stavres said they were temporary mounds. He explained they were designed so that there were base pegs at various lengths so that different age groups could be run there. Temporary mounds were used in order to adjust the pitching distance and the batter's box were artificial turf, and since there were no clay mounds, there would be no rainouts.

Director Adams showed footage of the Winter Haven Recreational and Cultural Center construction site and noted that the yellow rectangle on the aerial was the greater area of the facility. She also explained the other areas, such as the library, gymnasium, pool, splash pad, in more detail.

Commissioner Dollison asked what was the acreage for this site. Parks Planning and Strategic Initiatives Manager Andy Palmer said approximately six acres.

Director Adams showed footage of the Lake Elbert project and explained the site, such as the passive park, in more detail. She said this was a "dig-once" project and showed what had been completed so far. They expected completion by summer 2025.

City Manager Stavres noted that the videos were shot the week prior to Thanksgiving, however, he and Deputy City Manager Carnevale were able to visit since then and projects were moving extremely quickly. He was really excited to see the investments in quality of life for residents. He noted that the Lake Conine Project was not on here, however, they had toured it and it was a beautiful site they expected to be up and running in Spring, 2025. There were also are number of sidewalk projects, such as the South Lake Howard Project, which was now done minus some finishing touches.

City Manager Stavres commented that the next update would be in January 2025 regarding the Environmental Stewardship strategic pillar.

Mayor Pro Tem Yates inquired if there were any updates on the Willowbrook Golf Course. Director Adams said a basic preparation meeting was just held to get the on-course restroom completed more immediately. She said Project Lead Katie White was working on managing this project with Manager Palmer and noted that demolition would be occurring at the end of this week. This would occur first, then more ancillary tree trimming, then greater construction would occur sometime after the first of the year.

Mayor Pro Tem Yates asked if the golf course would be closed. Director Adams said they were trying to move so that everything is in a temporary nature that needs to be effected so if they had to close it would be very minimal or just certain holes, but they were trying to avoid this they were working closely with partners to navigate this effort.

Mayor Pro Tem Yates inquired on any opportunity for foot golf while it was under construction. Discussion ensued regarding when it had happened before.

❖

Commissioner Dantzler said he would be wearing a festive tie on Monday and gave Mayor Pro Tem Yates a Gator tie to wear. Mayor Pro Tem Yates said he would be on a cruise, but would honor the tradition in January 2025.

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

**18. CITY CLERK REPORT** – No report

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

**20. ADJOURNMENT** – 7:11 p.m.

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

Vanessa Castillo, MMC
City Clerk

Nathaniel J. Birdsong, Jr.
Mayor

# FY25 Strategic Pillar Update

QUALITY OF LIFE - UPDATE 1

# Feeling happy, healthy, and fulfilled.

**Includes elements such as:**

- Living and General Well-Being
- Access to Clean Water
- Mobility
- Opportunities for Cultural & Recreational Activities
- Aesthetic Features
- Overall Sense of Community and Belonging
- Diversity, Equity, & Inclusivity

# Affordable Housing Advisory Committee (AHAC)

- The AHAC is an organized group of concerned citizens appointed by the Winter Haven City Commission. Its mission is to eliminate substandard housing conditions within the City and provide increased opportunities for all of Winter Haven's current and future Very low, Low, Moderate and Special Needs populations to obtain safe and affordable housing.

*Feeling happy, healthy, and fulfilled.*

# Quality of Life

**SHIP SUMMARY BUDGET**

| SHIP Year | FUNDS Received | Program Income | Carry-over Funds | Total Funds | Funds Encumbered | Funds Expended | Admin Funds Expended | Balance Remaining |
|---|---|---|---|---|---|---|---|---|
| 20/21 | $ 77,055 | $ 88,803 | $ 20,735 | $ 186,592 | $ - | $ 86,898 | $ 3,216 | $ 83,682 |
| 21/22 | $ 321,703 | $ 175,491 | $ 83,682 | $ - | $ 40,000 | $ 46,900 | $ - | $ 533,976 |
| 22/23 | $ 552,852 | $ 77,405 | $ 533,976 | $ 1,164,233 | $ 295,000 | $ 57,823 | $ 7,223 | $ 1,106,410 |
| 23/24 | $ 666,491 | $ 98,555 | $ 1,106,410 | $ 1,871,456 | $ 1,090,366 | $ 355,182 | $ 16,643 | $ 1,516,274 |
| 24/25 | $ 422,345 | $ 23,814 | $ 1,516,274 | $ 1,962,433 | | $ 556,520 | $ 2,153 | $ 1,405,914 |
| Totals | $ 2,040,446 | $ 464,068 | N/A | $ 2,504,514 | $ 1,425,366 | $ 1,103,323 | $ 29,235 | $ (19,452) |

**All homeowners not assisted due to lack of funding will be placed on a waiting list for next fiscal year funding cycle



# Local Heroes - The Beginning

- Since 2022, the City of Winter Haven has honored individuals who have significantly contributed to the betterment of the community.

- Each year these individuals are recognized as ‘Local Black Heroes’ and all exemplify the spirit of service and leadership that enriches Winter Haven’s Community.
    - Each honoree has one week of the four weeks of  Black History Month, dedicated in their honor, by the City Commission.

*Feeling happy, healthy, and fulfilled.*

# Quality of Life



## Local Heroes - Selection Process

**Sept. - Mid Oct.**
Nominations Accepted From the Community

**Mid-Oct.**
Packets of Nominees to Committee Members

**Late Oct.**
Committee Votes (Select Top Four)

**Nov. - Dec.**
Winners Notified & Content Developed

**Jan.**
Winners Announced

**Feb.**
Heroes Honored during Black History Month

# Local Heroes - Previous Honorees

### 2022

- Ann Darby
- Larry D Hardaway
- Lemuel Geathers
- Ulysses J Johnson

### 2023

- Earnestine Davis
- Charles Richardson
- Althea Margaret Daily Mills
- Mildred Foster
- George & Seretha Tinsley

### 2024

- James  H. Ammons Jr.
- Doretha Tillman
- Donzell ‘DChief’ Floyd
- Christine Samuel

# Local Heroes - 2025

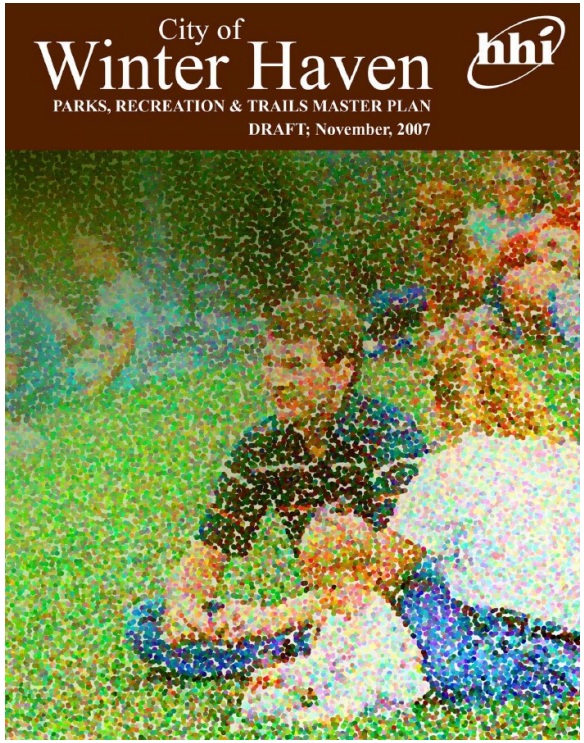


*Feeling happy, healthy, and fulfilled.*

# Quality of Life

## Master Planning

- Last Master Plan update in 2007
- Kimley-Horn and Associates
- Project kick-off Winter 2024
- 1-year process



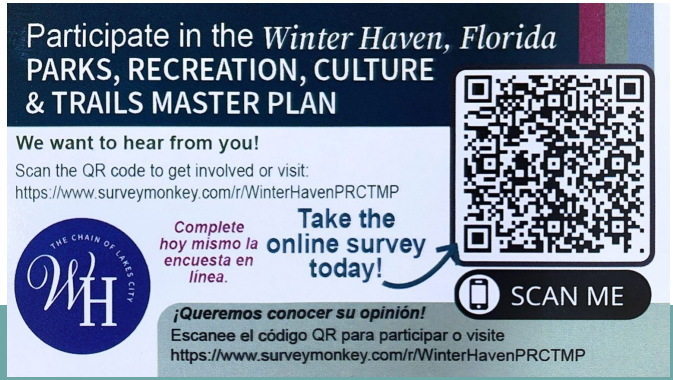
*Feeling happy, healthy, and fulfilled.*

# Quality of Life

## Master Planning

- Focus Groups
- Public Meetings
  - Chain of Lakes Elementary
  - Willowbrook Golf Course
- Online Survey
  - Open until December 9th, 2024



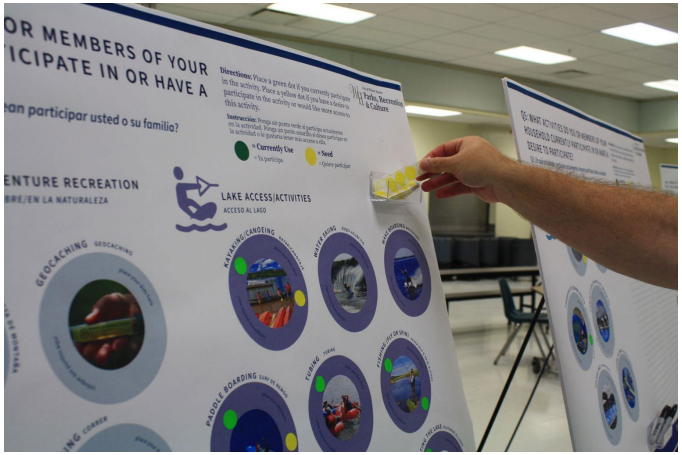


*Feeling happy, healthy, and fulfilled.*

# Quality of Life

## Master Planning

- Public Input Review
- Operations & Maintenance Assessment
- Visioning Workshop











WASTE PRO
407-774-0000



***Next Update: Wednesday, January 8, 2025.***

# Wisely caring for natural resources for current and future Citizens.

**Includes elements such as:**

- Meet the Present Needs without Compromising Future Generations
- Environmental Protection, Natural Resources Conservation
- Waste Management
- Land Use Planning
- Incorporating Sustainable Practices

# FY25 Strategic Pillar Update

RESPONSIBLE GOVERNMENT - UPDATE 1

**Community Events – week starting Dec 9, 2024**

**Regular City Commission meeting - All CC's except MPT Yates**
**Monday, Dec 9th at 6 p.m.**

**Chamber Christmas After Hours – (NB, BD, TM, CD, TMS, MJC)**
**Tuesday, Dec 10th** SouthState Bank, 1st Street S - 5 p.m. – 6:30 p.m.

**Main Street Holiday Social**
**Wednesday, Dec 11th** Derry Down, 1st Street S – 5:30 p.m. – 7 p.m.

**Ridge League of Cities Dinner – (NB, TM, & TMS)**
**Thursday, Dec 12th** Auburndale Civic Center - 6 p.m. – 9 p.m.

**Winter Wonderland**
**Friday, December 13th Central Park**

- No program for this event. Just a family evening out.
- Movie will show in Central Park beginning at dark (around 7 p.m.)

**Employee Holiday Party – Nora Mayo Hall**
**Saturday, December 14th** Nora Mayo Hall - 6 p.m. to 9 p.m.

*City Offices are closed December 24th and 25th.*

**Menorah Lighting & Parade - NB, BY, BD**
**Monday, Dec 30th** Parade begins at the Fieldhouse at 6 p.m.

WINTER HAVEN
THE CHAIN OF LAKES CITY

**INTEROFFICE MEMORANDUM**

**DATE:** December 2, 2024

**TO:** T. Michael Stavres, City Manager

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

**FROM:** Sean Byers, Planning Manager

**SUBJECT:** **SUMMARY OF DRAFT FLORIDA DEPARTMENT OF TRANSPORTATION FISCAL YEARS 2025/2026 THROUGH 2029/2030 WORK PROGRAM**

---

The Florida Department of Transportation (FDOT) recently released its *Draft 5-year Tentative Work Program* for fiscal years 2025/2026 through 2029/2030. The *Draft Work Program* identifies specific transportation projects, funding, and timetables, with approximately $356 million of transportation projects tentatively programmed in the Winter Haven area. Funding is provided for a wide variety of projects including complete streets, roadway capacity, roadway resurfacing, transit, aviation, rail, and reimbursements. Specific projects located in the Winter Haven area are detailed in the attached spreadsheet and identified on the attached location map.

As this is a draft of the *Draft Work Program* for 2025/2026 through 2029/2030, these projects, funding, and timetables may be subject to change. The *Draft Work Program* is scheduled to be discussed and voted upon by the Polk Transportation Planning Organization Board at its December 19, 2024 meeting, and will be finalized upon adoption of the State Budget by the Legislature next spring.

**ATTACHMENTS:**

Transportation Projects Spreadsheet
Transportation Projects Location Map

# July 1 2025-June 30 2030 FDOT 5-Year Work Program Summary- Winter Haven Area Projects

**Notes**

New Project or Phase | City Funding Required | Grant Projects | Project Phase Advanced | Project Phase Deferred | Project Deferred out of Work Program

***Roadways***

| Project | Map ID Number | Project Limits | FDOT Project ID | Total FDOT Funds | Required Local Funds | FDOT Funds Availability | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | July 1 2025 | July 1 2026 | July 1 2027 | July 1 2028 | July 1 2029 |
| Avenue C SE | 18 | First Street South to Sixth Street SE | 448431-1 | $806,324 | $219,019 | | Design: $84,206 | | Total Construction: $941,137<br>City: $219,019 | |
| West Central Avenue | 19 | East Lk Howard Dr to Sixth St SW (US Hwy 17) | 455932-1 | $371,366 | $64,200 | | | Design: $64,200 | | Construction: $371,366 |
| Havendale Blvd- Sidewalks | 1 | 42nd St NW to 26th St NW | 446535-1 | $1,777,614 | | Construction: $1,777,614 | | | | |
| Havendale Blvd- Resurfacing | 20 | US Hwy 92 to US Hwy 17 | 454941-1 | $18,209,092 | | Design: $1,210,000 | | Construction: $16,999,092 | | |
| East Lake Martha Drive | 21 | Avenue C NE to Avenue K NE | 455923-1 | $1,168,508 | $175,276 | | | Design: $175,276 | | Construction: $1,168,508 |
| Lucerne Park Road (SR 544) Widening | 2 | Martin Luther King Blvd to Ave Y NE | 440273-4 | $21,682,033 | $2,116,000 (Utilities) | R-O-W: $2,507164 | R-O-W: $1,952,982 | | Utilities: $750,000 | Total Construction: $18,587,887<br>City: $2,116,000 |
| Old Helena Road/Cypress Gardens Rd | 10 | Legoland Way to Cypress Gardens Rd | 453408-1 | $593,094 | | | Construction: $593,094 | | | |
| Roselawn Street SW | 22 | Avenue O SW to 15th Street SW | 455931-1 | $1,145,848 | $171,877 | | | Design: $171,877 | | Construction: $1,145,848 |
| Roosevelt Drive | 11 | Cypress Gardens Blvd to Register Rd | 451699-1 | $927,935 | | Construction: $927,935 | | | | |
| Third Street NW | 6 | Ave D NW to S Lake Silver Dr | 449661-1 | $1,690,315 | | Construction: $1,690,315 | | | | |
| Sixth Street SW | 7 | Ave G SW to US Hwy 17 & Ave G SW Sixth St SW to Fifth St SW | 446365-1 | $677,483 | $300,371 If needed | Total Construction: $977,854<br>City: $300,371 | | | | |
| Eighth Street NW/Ave L NW | 5 | N Lake Howard Dr to US Hwy 17 | 453407-1 | $1,114,676 | | | Construction: $1,114,676 | | | |
| Eighth Street SE | 8 | Ave Q SE to Ave K SE | 453409-1 | $894,377 | | | Construction: $894,377 | | | |
| SR 540 (Cypress Gardens Blvd) Resurfacing | 9 | US Hwy 17 to Overlook Dr | 451485-1 | $5,013,926 | | | Construction: $5,013,926 | | | |
| SR 540 (Winter Lake Rd) Resurfacing | 13 | Jim Keene Blvd to King Rd | 447435-1 | $26,701,962 | | | | Construction: $26,701,962 | | |
| US Highway 17 Resurfacing | 14 | Transport Rd to Avenue G SW | 447428-1 | $12,488,656 | | Construction: $12,488,656 | | | | |
| US Highway 27 Resurfacing | 15 | SR 60 to Cypress Gardens Blvd | 450887-1 | $17,888,029 | | | | Construction: $17,888,029 | | |
| Central Polk Parkway East PD&E Study | 16 | SR 60 to US 17/92 | 451419-2 | $9,175,000 | | PD&E and Design: $5,400,000 | | | PD&E: $550,000 | |
| Central Polk Parkway East | 16 | SR 60 to US Hway 27 | 451422-1 | $10,001,000 | | | Design: $1,000 | Design: $10,000,000 | | |

# July 1 2025-June 30 2030 FDOT 5-Year Work Program Summary- Winter Haven Area Projects

## Notes

New Project or Phase | City Funding Required | Grant Projects | Project Phase Advanced | Project Phase Deferred | Project Deferred out of Work Program

## *Winter Haven Regional Airport*

| Project | FDOT Project ID | Total FDOT Funds | Required Local Funds | FDOT Funds Availability | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | July 1 2025 | July 1 2026 | July 1 2027 | July 1 2028 | July 1 2029 |
| Replace Beacon and PAPI Units | 451944-1 | $428,308 | $107,077 | Total: $535,385<br>City: $107,077 | | | | |
| PAPIS and REILS for RWY 11/29 | 455569-1 | 188,000.00 | 47,000.00 | | Total: $235,000<br>City: $47,000 | | | |
| Taxilanes Rehabilitation | 453883-1 | $2,622,000 | $138,000 | | Total: $150,000<br>City: $7,500 | Total: $2,610,000<br>City: $130,500 | | |
| Taxiway E Extension | 453834-1 | $1,995,000 | $105,000 | Total: $2,100,000<br>City: $105,000 | | | | |

## *Transit*

| Project | FDOT Project ID | Total FDOT Funds | Required Local Funds | FDOT Funds Availability | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | July 1 2025 | July 1 2026 | July 1 2027 | July 1 2028 | July 1 2029 |
| Capital for Fixed Route FTA Sec 5307 | 410150-1 | $6,080,722 | $1,520,181* | Total: $914,019<br>Local*: $182,804 | Total: $947,628<br>Local*: $189,526 | Total: $1,510,089<br>Local*: $302,162 | Total: $1,637,601<br>Local*: $327,520 | Total: $2,590,846<br>Local*: $518,169 |
| Capital for Fixed Route FTA Sec 5339 | 435771-1 | $4,275,142 | $1,068,787* | Total: $960,635<br>Local*: $192,127 | Total: $916,153<br>Local*: $183,231 | Total: $1,060,393<br>Local*: $212,079 | Total: $1,110,119<br>Local*: $222,024 | Total: $1,296,629<br>Local*: $259,326 |
| Operating Assistance FTA Sec 5307 | 410150-2 | $15,884,448 | $15,884,448* | Total: $2,724,166<br>Local*: $1,362,083 | Total: $2,824,336<br>Local*: $1,412,168 | Total: $7,251,888<br>Local*: $3,625,944 | Total: $7,633,986<br>Local*: $3,816,993 | Total: $11,334,520<br>Local*: $5,667,260 |
| Operating Assisstance Block Grant | 440757-1 | $10,438,191 | $10,438,191* | Total: $3,942,644<br>Local*: $1,971,322 | Total: $4,047,622<br>Local*: $2,023,811 | Total: $4,169,050<br>Local*: $2,084,525 | Total: $4,294,122<br>Local: $2,147,061 | Total: $4,422,944<br>Local*: $2,211,472 |

* Local match from Citrus Connection to whom the City makes an annual contribution

## *Rail*

| Project | Map ID Number | Project Limits | FDOT Project ID | Total FDOT Funds | Required Local Funds | FDOT Funds Availability | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | July 1 2025 | July 1 2026 | July 1 2027 | July 1 2028 | July 1 2029 |
| SR 60 Grade Separation | 17 | CSX S-Line | 436559-1 | $74,681,014 | $0 | Utilities: $600,000 | Utilities: $600,000 | Construction: $73,481,014 | | |
| SR 655 Recker Hwy Grade Separation | Not Mapped | CSX A-Line S-Line | 436560-1 | $44,770,473 | $0 | | | | Construction: $44,770,473 | |
| Safety Project | Not Mapped | Avenue R SW @ Seventh St | 451334-1 | $249,596 | $0 | | $249,596 | | | |

## *Other*

| Project | FDOT Project ID | Total FDOT Funds | Required Local Funds | FDOT Funds Availability | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | July 1 2025 | July 1 2026 | July 1 2027 | July 1 2028 | July 1 2029 |
| Traffic Control Devices/System Operations | 413656-1 | $419,583 | $0 | $205,698 | $213,885 | | | |
| Street Lighting Maintenance | 413564-1 | $566,429 | $0 | $279,077 | $287,452 | | | |

# July 1 2025-June 30 2030 FDOT 5-Year Work Program Summary- Winter Haven Area Projects

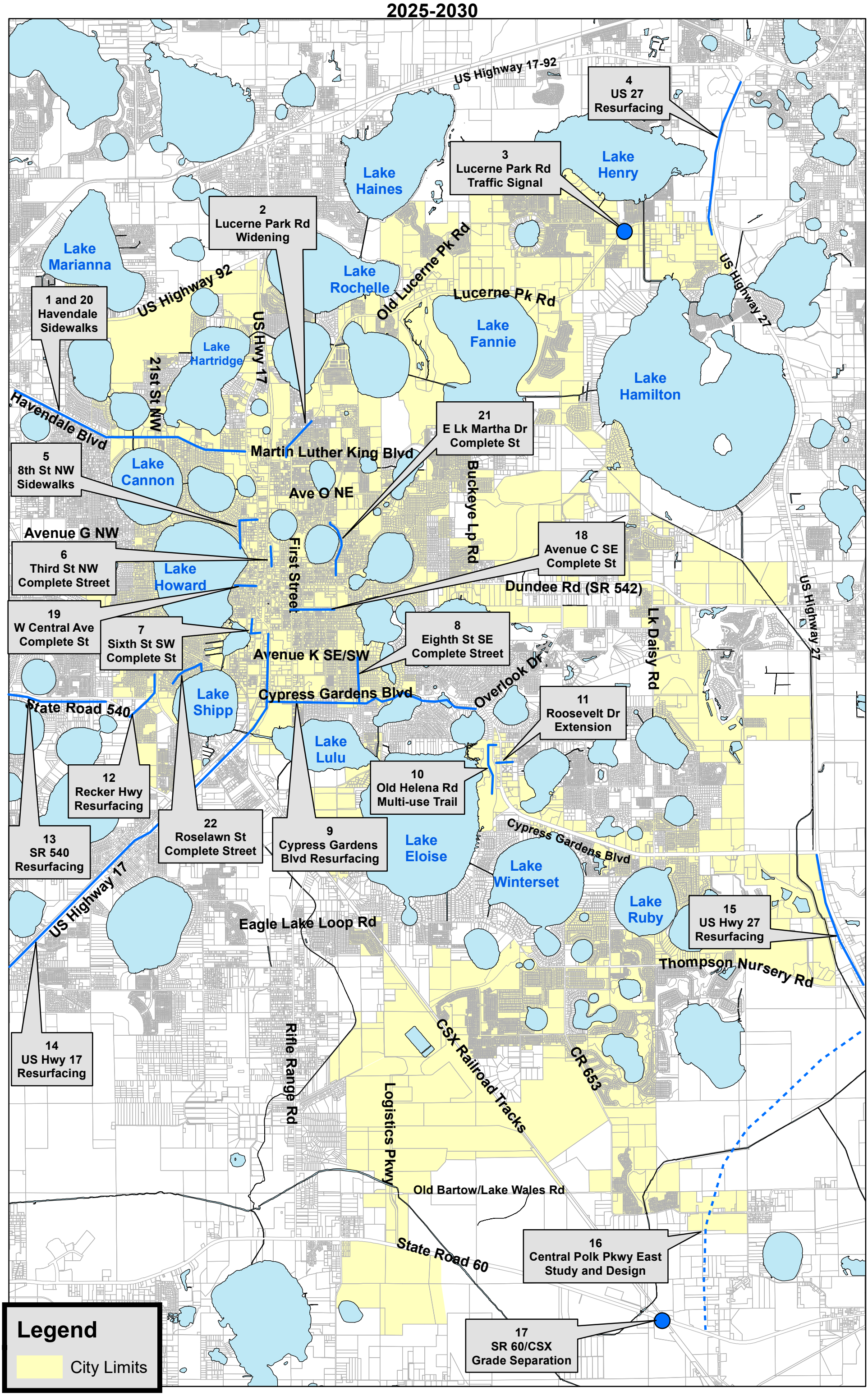
## Notes

New Project or Phase | City Funding Required | Grant Projects | Project Phase Advanced | Project Phase Deferred | Project Deferred out of Work Program

## Projects removed from 5-Year WorkProgram

| Project | | Project Limits | FDOT Project ID | Total FDOT Funds | Reason Removed |
|---|---|---|---|---|---|
| Obstruction Clearing- WH Regional Airport | | NA | 451943-1 | $1,475,200 | Project funded in current FDOT fiscal year |
| Airport Master Plan Update | | NA | 453789-1 | $562,400 | Project funded in current FDOT fiscal year |
| Central Polk Parkway West (SR 570B) | Not Mapped | US Hwy 17 to SR 60 | 440897-2; 440897-3 | $186,643,370 | Presently under construction; Contract incventives are showing for outer years of the 5-year Work Program |
| Lucerne Park Road (SR 544) Traffic Signal | 3 | at Old Lucerne Park Road (East) | 454031-1 | $747,868 | Project funded in current FDOT fiscal year |
| US Highway 27 Resurfacing | 4 | Lucerne Park Rd to Blue Heron Blvd | 450888-1 | $18,894,434 | Project deferred from Draft 5-year Work Program |
| SR 655 (Recker Hwy) Resurfacing | 12 | SR 540 (Winter Lake Rd) to Ave O SW | 451478-1 | $390,000 | Design is funded in current FDOT fiscal year. Construction has not been funded. |

# FDOT Winter Haven Area Proejcts
# 2025-2030



WINTER HAVEN
THE CHAIN OF LAKES CITY

# REGULAR CITY COMMISSION MEETING MINUTES

**DATE:** Monday, December 9, 2024, 6:00 p.m.

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

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**NOTE**:
PowerPoint slides of certain agenda items were also presented during this meeting. Link to PowerPoint here:
https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:e66850ad-6661-417f-9053-453baa46eb72
A hard copy of the PowerPoint will be attached to the original signed minutes.

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

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

**Commissioners Present**: Mayor Nathaniel Birdsong; Commissioner Brad Dantzler; Commissioner Tracy Mercer; and Commissioner Clifton Dollison.

**Commissioner Absent:** Mayor Pro Tem Brian Yates

**Staff Present**: City Manager T. Michael Stavres; Deputy City Manager Michael "M.J" Carnevale; City Attorney John Murphy; City Clerk Vanessa Castillo; Assistant City Manager for Public Safety Charlie Bird; Smart City Officer Hiep Nguyen; Police Chief Vance Monroe; Economic Opportunity and Community Investment Director Eric Labbe; Parks, Recreation and Culture Director Julie Adams; Public Affairs and Communications Director Katrina Hill; Chief Financial Officer Colleen "C.J." Scott; and Winter Haven Regional Airport Director Troy Heidel.

3. **INVOCATION** – Father Paul Head, St. Paul's Episcopal Church

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

5. **PRESENTATION(S)**

**A. "BayCare Winter Haven" Proclamation - Diane Gibbs, BayCare Winter Haven Director of Operations and Tom Garthwaite, BayCare Winter Haven President**

City Manager Stavres read aloud the proclamation expressing appreciation to BayCare Winter Haven for their commitment to meeting the needs of citizens and their delivery of service during Hurricane Milton. Mr. Garthwaite accepted and thanked the City Commission. He also spoke very highly of the City's CityU (City University) program, which he just participated in, and commented that he had been in cities like Tampa, Orlando, and others on the east coast, but the innovativeness of Winter Haven was comparable with every large metropolitan city he had ever been in, so he was very proud to be a resident of Winter Haven.

6. **DEVELOPMENTS OF NOTE** – None

7. **MINUTES**

**A. October 28, 2024, Regular City Commission Meeting Minutes**

**B. November 6, 2024, City Commission Agenda Review Session Meeting Minutes**

DRAFT

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

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

**Motion carried 4:0.**

## 8. COMMENTS FROM THE AUDIENCE

Reverend Deldrick Leonard, 1709 2nd Street NW and Vice Chairman of the Jewett Alumni Association, Inc. requested the City to assist in waiving part or all fees for their parade in celebration of the 55th anniversary of their 1969 graduating class.

Mayor Birdsong asked about costs. City Manager Stavres gave a breakdown of the three primary costs in detail. Discussion ensued.

**Motion by Commissioner Dollison to waive all associated fees in the amount of $6,479.68.**

**Motion carried 4:0.**

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

**A. O-24-53 - Request by Paul William Schulz Revocable Trust to rezone a parcel from Planned Unit Development (PUD) zoning district to Single Family Residential- Large Lot (R-1) zoning district. (4020 Country Club Road, South)**

City Attorney Murphy read Ordinance O-24-53 by title only. City Manager Stavres presented and said that nothing had changed on this item since first reading and the Agenda Review Session.

**Motion by Commissioner Mercer to approve Ordinance O-24-37 on second reading – public hearing.**

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

**Motion carried 4:0.**

**B. O-24-54 - Request by the Peace Creek Village Community Development District to expand the boundaries of the Peace Creek Village Community Development District**

City Attorney Murphy read Ordinance O-24-54 by title only. City Manager Stavres presented and said that nothing had changed on this item since first reading.

**Motion by Commissioner Mercer to approve Ordinance O-24-54 on second reading – public hearing.**

Mayor Birdsong 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.

Savannah Hancock, Attorney at 517 E. College Avenue in Tallahassee, said she was representing the applicant and was available to answer any questions.

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

**Motion carried 4:0.**

## 10. CONSENT AGENDA

**A. SHIP Annual Incentive Strategies Report 2024**

**B. Recommendation of Award RFQ-24-42 Banking Depository Services**

**C. Authorization for Travel and Training: Florida Black Caucus of Local Elected Officials (FBC-LEO) 2025 Spring Conference (Birdsong & Dollison)**

**D. Authorization for Travel and Training: Florida City & County Managers Association (FCCMA) Winter Conference (Stavres & Carnevale)**

**E. Approval of an Equipment Purchase Agreement for Remote Digital Tower equipment between Frequentis USA, Inc. and the City of Winter Haven**

**F. Purchase of Illumio Zero Trust Segmentation (ZTS) Software Platform Subscription from SHI (Somerset, NJ)**

**G. Approval of OpenGov Cartegraph Software Renewal Agreement, Adding Budgeting and Planning Solution (San Francisco, CA)**

**H. Purchase of Public Works Equipment**

**I. Urban Forest Master Plan Implementation Services (RFQ-24-24)**

**J. Logistics Parkway/Pollard Rd. Extension, Kimley-Horn, Design and permitting Amendment #6**

**K. Award of ITB-24-44 for Directional Drilling Services**

**L. State Financial Assistance Drone Replacement Program**

**M. Access Easement Agreement - 4750 Lucerne Park Road (SR 544)**

**Motion by Commissioner Mercer to approve the Consent Agenda as presented.**

Mayor Birdsong 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 4:0.**

## 11. RESOLUTION(S)

**A. R-24-53 - Approval of a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for Obstructions Clearing**

City Attorney Murphy read Resolution R-24-53 by title only and City Manager Stavres presented.

**Motion by Commissioner Mercer to approve Resolution R-24-53.**

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

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

**Motion carried 4:0.**

**B. R-24-54 - Request by KRPC Willowbrook, LLC for final plat approval of the Willowbrook South Subdivision. General Location: Subdivision is generally located north of Martin Luther King Jr. Boulevard and south of the Lake Fannie/Lake Smart Canal**

City Attorney Murphy read Resolution R-24-54 by title only and City Manager Stavres presented. Economic Opportunity and Community Investment Director Labbe provided additional information.

Discussion ensued.

**Motion by Commissioner Mercer to approve Resolution R-24-54.**

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

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

City Attorney Murphy noted that they were working on a Hold Harmless Release with the attorney for the developer and homebuilders, which he explained in more detail.

**Motion carried 4:0.**

## 12. ORDINANCE(S) - FIRST READING – None

## 13. NEW BUSINESS

### A. Authorization to submit a grant application to the Florida Department of Commerce for construction of a rail spur

City Manager Stavres presented this item as detailed in the summary sheet. He also thanked Bruce Lyon, President of the Winter Haven Economic Development Council (WHEDC), and his partners for pursuing this item.

Discussion ensued.

**Motion by Commissioner Dantzler to authorize the City Manager, or his designee, to submit the Job Growth Grant Application to the Florida Department of Commerce for construction of a rail spur.**

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

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

**Motion carried 4:0.**

## 14. CITY COMMISSIONERS/LIAISON REPORTS

**Commissioner Mercer** reported the following: attended the Neighborhood Service Center Thanksgiving Lunch where they celebrated November birthdays; attended the Florida League of Cities (FLC) Legislative Conference in Orlando and attended a Municipal Operations Legislative Committee Meeting. She said the committee was working on a project that would prohibit police officers from jumping from police department to police department just to collect bonuses. Instead, they wanted to establish retention and were writing a bill to do this; attended the Christmas Tree Lighting Ceremony in Downtown Central Park; attended the *Havendale Christmas Parade*; and attended the *Christmas Boat Parade*.

**Commissioner Dollison** reported the following: said he served on the FLC Intergovernmental Relations, Mobility, and Emergency Management Legislative Committee and said that they were able to advance the issue of electric vehicles. He added that there was also an issue on annexation, but they chose electric vehicles instead due to the decline in the annual fuel tax revenues at the state and federal levels, which drove reduction in gasoline [costs]. He also attended the Christmas Tree Lighting Ceremony; attended the *Havendale Christmas Parade* and said it was the first time he rode in it; attended the City's *Christmas Boat Parade* and commented that staff did a great job on all events.

**Commissioner Dantzler** reported the following: attended the Affordable Housing Advisory Committee Meeting (AHAC) and said he was very pleased with the committee being so engaged and spending money to help people; attended the Florida State game theme night at the [Historic] Ritz Theatre; attended the Neighborhood Services Center Thanksgiving Lunch; and wished everyone a Merry Christmas, a Happy New Year, and wished for all to stay safe during the holiday season.

**Mayor Birdsong** reported the following: chaired a Central Florida Regional Planning Council (CFRPC) Committee Meeting; attended a FLC Utilities, Natural Resources, and Public Works Legislative Committee Meeting and said that for the past two years their priority for legislative sessions were: 1) a bill regarding limiting funds you could transfer to the General Fund fromthe Enterprise Fund, which would affect the City and 2) a cap on how much you could charge people within the service area but outside the municipal limits. He added that the FLC was going to fight this and explained further. He also said that the FLC policy position was the One Water Plan they adopted; attended the Lighthouse for the Blind Graduation and said there were over 40 participants, some being legally blind and others completely blind, however, half could not attend due to work obligations; presented a proclamation to Hilltop Church of Christ on Sunday and said they were starting a Christian Academy; attended the Neighborhood Service Center Thanksgiving Lunch; attended the *Havendale Christmas Parade*; attended the Christmas Tree Lighting Ceremony; said that the [Florence Villa] Community Development Corporation (FVCDC) had painted the

homes of three senior citizens age 83+ for free; and attended two funerals on Saturday. He extended appreciation to everyone and said that the City of Winter Haven had the best staff. Lastly, he wished everyone a happy, prosperous Christmas and Happy New Year.

## 15. CITY ATTORNEY REPORT

City Attorney Murphy wished everyone a very Merry Christmas and a happy and prosperous New Year. He said everyone had much on their plates, but the plates were spinning well due to great leadership all around.

## 16. CITY MANAGER REPORT

City Manager Stavres thanked Mayor Birdsong and the Commissioners for their comments. He said his office echoed the sentiments towards City staff and said they did exceptional work. He gave a special word of thanks to Parks, Recreation and Culture Director Adams and Special Events Coordinator Natalie Wilson. He also reminded everyone on the following:

- Thursday, December 12 – Ridge League of Cities Dinner Meeting being hosted by Auburndale. He would be attending along with Deputy City Manager Stavres, City Clerk Castillo, and Deputy City Clerk LaTonya Harris.
- Friday, December 13 – *Winter Haven Wonderland* in Downtown Central Park and a movie at 6:00 p.m.
- Saturday, December 14 – Employee Christmas Party [in Nora Mayo Hall]
- Monday, December 30 – Annual Menorah Lighting in Central Park with a parade starting at the AdventHealth FieldHouse and Conference Center at 6pm and ending at Central Park.

He also wished Parks, Recreation and Culture Director Adams and Deputy City Clerk Harris an early happy birthday and said City offices would be closed Tuesday, December 24 and Wednesday, December 25 in observance of the Christmas holiday.

## 17. DEPUTY CITY MANAGER REPORT

Deputy City Manager Carnevale said he echoed everyone's comments wishing all a Merry Christmas and Happy New Year.

## 18. CITY CLERK REPORT

City Clerk Castillo wished everyone a Merry Christmas, a Happy New Year, and a happy early birthday to Parks, Recreation and Culture Director Adams and Deputy City Clerk Harris.

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

## 20. ADJOURNMENT – 6:53 p.m.

**ATTEST:**

_____
Vanessa Castillo, MMC
City Clerk

**CITY OF WINTER HAVEN, FLORIDA**

_____
Nathaniel J. Birdsong, Jr.
Mayor

# CITY COMMISSION LIAISON APPOINTMENTS
## 2024
## (Revised 09/10/24)

| City Boards & Committees | Liaison(s) | Established by | Contact(s) |
|---|---|---|---|
| Affordable Housing Advisory Committee (AHAC) | Brad Dantzler | Resolution R-93-13<br>Reestablished by R-08-19 | Eric Labbe |
| Airport Advisory Committee (AAC) | Brian Yates | Ordinance O-13-04<br>Reestablished by O-16-07.<br>O-23-14 | Troy Heidel |
| Community Redevelopment Agency (CRA) Board | All Commissioners | Resolution R-00-07 | Eric Labbe<br>/Angela Hibbard |
| Cultural Arts Advisory Committee (CAAC) | Brad Dantzler | Resolution R-14-13<br>Amended by R-17-44 | Natalie Wilson |
| Firefighters' Pension Board | Tracy Mercer | Ordinance 531 | Shawn Dykes |
| General Employees' Pension Board | Nat Birdsong | Employee Retirement Income Security Act of 1974 (O-10-18) | C.J. Scott |
| Lakes Advisory Committee (LAC) | Nat Birdsong | Resolution R-86-15<br>Amended by R-92-36 | Mary Thornhill |
| Library Board | Clifton Dollison | Ordinance O-92-12 | Jane Martin |
| Multimodal Transportation Advisory Committee (MTAC) | Brad Dantzler | Resolution R-14-17<br>Amended by R-17-19 | Andy Palmer |
| Planning Commission | Clifton Dollison<br>Brian Yates *(Alternate)* | Ordinance O-88-01<br>(Formerly Planning Board noted 1959) | Eric Labbe |
| Police Officers' Pension Board | Tracy Mercer | Ordinance O-86-34<br>Amended by O-95-29 | Shawn Dykes |
| Risk Management Committee | Tracy Mercer | See 1/23/1984 Regular City Commission Meeting Minutes | Shawn Dykes |
| Smart City Advisory Committee (SCAC) | Tracy Mercer | Resolution R-19-11<br>Amended by R-19-24 | Hiep Nguyen |
| Urban Forestry Advisory Board (UFAB) | Brad Dantzler | Ordinance O-10-31 | Savannah Winstanley |

| Intragovernmental & Not-for-Profit Organizations | Liaison(s) | | Contact(s) |
|---|---|---|---|
| Central Florida Regional Planning Council (CFRPC) | Nat Birdsong | | Jennifer Codo-Salisbury, CFRPC |
| Lake Region Lakes Management District (LRLMD) | *M.J. Carnevale<br>*(Non-Commission Liaison)* | | M.J. Carnevale, WH<br>Roger Griffiths, LRLMD |
| Main Street Winter Haven (MSWH) | Brian Yates | | Anita Strang, MSWH<br>Katrina Hill, WH |
| Polk Regional Water Cooperative (PRWC) | Nat Birdsong<br>Tracy Mercer *(Alternate)* | | Gary Hubbard, WH |
| Polk Transit Authority (PTA) | Nat Birdsong | | Tom Phillips, LAMTD |
| Polk Transportation Planning Organization (TPO) | Nat Birdsong<br>Brian Yates *(Seat #2)*<br>Tracy Mercer<br>*(Seat #3)*<br>Clifton Dollison *(Alternate)* | | Annette Crews-Downs, PC<br>Sean Byers, WH |
| Ridge League of Cities (RLC) | Brian Yates<br>Tracy Mercer *(Alternate)* | | Bobby Green, RLC |
| ~~Ritz Theatre~~ REMOVE | ~~Brian Yates~~ REMOVE | | ~~Tom Oldt, RT~~ REMOVE<br>~~Katrina Hill, WH~~ |
| Transportation Disadvantaged Local Coordinating Board (TD-LCB) | Nat Birdsong | | Annette Crews-Downs, PC |
| Tourist Development Council (TDC) | Brad Dantzler | | Julie Adams, WH<br>Mark Jackson, PCTSM |
| Tourist Development Council - Arts, Culture and Heritage (TDC-ACH) | Brad Dantzler | | Kris Keprios, PCTSM |
| Winter Haven Housing Authority (WHHA) | Clifton Dollison | | Lisa Jones Watkins, WHHA |
| Winter Haven Economic Development Council (WHEDC) | Nat Birdsong | | Bruce Lyon, WHEDC |

DATE: November 25, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Hiep Nguyen, Smart City Officer

SUBJECT: Approval of IF & D Datasuites LLC, dba Inland Fiber, Master Services Agreement (Winter Haven, FL) for Data Center Cage and Cabinet Space

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## BACKGROUND

The City of Winter Haven requires a robust and secure environment for housing its core servers and essential operational applications. The Inland Fiber data center's location at the heart of downtown Winter Haven offers optimal conditions and facilities to ensure uninterrupted service and enhanced security.

Currently, the City's servers are hosted at the Inland Fiber data center, benefiting from the suite of security features, including redundant power sources, backup generators, and state-of-the-art fire suppression systems. These systems significantly mitigate risks related to power outages and fire hazards. Additionally, advanced climate control systems maintain an optimal environment for sensitive equipment. Also, technical support services is available at the data center, with a dedicated technical support team 24 hours a day, seven days a week.

The Inland Fiber Master Agreement will provide the City a dedicated caged area that will house up to five data center cabinets. The caged space will allow the City to consolidate the City's existing four rack cabinets into a single secure area. This arrangement will allow improved organization and enhanced security.

## FINANCIAL IMPACT

The term of the lease agreement is set for ten years starting from Fiscal Year 2025. The initial annual cost is $37,500, in line with the budget allocations within the Internal Service Fund. Each subsequent year will incorporate a 3% annual rack rate increase.

## STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure

- Goal: 3.4 – Pursue emerging opportunities to embrace new technology, infrastructure, and enterprise opportunities
- Strategy: 3.4.1 – Incorporate advanced transportation and infrastructure systems that leverage technology for enhanced effectiveness and efficiency in the delivery of municipal services

- Pillar: Community Safety
- Goal: 5.1 – Ensure protection of technological resources and infrastructure through proactive approach to cybersecurity
- Strategy: 5.1.1 – Perform internal and external cybersecurity penetration testing for vulnerabilities – hardening of systems – in alignment with NIST best management practices.

## RECOMMENDATION

Staff recommends the City Commission approve the IF & D Datasuites LLC, dba Inland Fiber, Master Services Agreement for a 10-year term and authorize the City Manager to execute all documents and take all other necessary actions related to the IF & D Datasuites Master Service Agreement approved herein.

The first year's annual cost is $37,500, with a subsequent 3% rack rate annual increase.

## ATTACHMENTS

- Inland Fiber Master Services Agreement
- Schedule 1 – 10 Year Option
- Inland Form Addendum
- Form Purchasing Affidavits




# MASTER SERVICES AGREEMENT

## City of Winter Haven

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**MASTER SERVICES AGREEMENT**

This Master Services Agreement (the "Agreement") is made and entered into by and between IF&D DATASUITES, LLC d/b/a "Inland Fiber", a Florida limited liability company (the "Provider"), and __**City of Winter Haven**__ (the "Customer"), and shall be effective as of the _**9st**_ day of _**September 2024**_ (the "Effective Date"). This Agreement consists of (1) the attached "Master Service Agreement/Terms and Conditions" and (2) all Schedules attached hereto (the "Schedules"), the terms of which the parties agree to and fully incorporate into this Agreement.

WHEREAS, Provider operates a secure data center facility located in Winter Haven, Florida (the "Facility"); and

WHEREAS Customer desires to utilize space within the facility, as designated in Schedule 1 attached hereto (the "Customer Space"), and to receive from Provider services related to Customer's use of such space (the "Services"); and

WHEREAS Provider desires to provide to Customer such Customer Space and Services, upon the terms and conditions herein.

NOW for valuable consideration, the parties agree to all provisions of this Master Services Agreement.

**1.0 Reference Data.**

Each reference in this Agreement to any of the terms and titles contained in any Schedule attached to this Agreement shall be deemed and construed to incorporate the information stated under that term or title in such Schedule. In addition, this Agreement shall also include any supplements to this Agreement with respect to additional space ("Supplements") or separate service agreements ("Service Agreements") for Services (as defined in Article 3.1 herein) concurrently or hereinafter executed by Customer and Provider, which Supplements and Service Agreements shall be subject to all terms and conditions of this Agreement, except in those instances in which the Supplement or Service Agreement expressly states that it is amending the terms and conditions of this Agreement.

**The parties intend that as of the date of this Agreement, the Existing MSA shall be superseded and replaced in all respects by the Agreement, and that the relationship of the parties with respect to the Facility shall be governed solely by the terms and conditions of this Agreement.**

**2.0 Customer Space.**

Subject and pursuant to the terms and conditions set forth in this Agreement, Provider agrees to make available exclusively to Customer, the Customer Space described on attached Schedule(s) for the placement and maintenance of the Customer Equipment (as defined below). Subject to the Provider Policies attached hereto as Schedule 2.0 (the "Provider Policies") and as amended and in effect from time to time, including Provider's security measures for the Facility, Customer shall have access to the Customer Space twenty-four (24) hours per day, seven (7) days per week.

2.1 Condition of Customer Space; Provider's Initial Work. The Customer Space(s) is and shall be delivered to and accepted by Customer "As-Is". Customer acknowledges that the Customer Space is in good condition and repaired and otherwise satisfactory for Customer's purposes.

2.2 Termination and Vacation of Customer Space. At the Expiration Dates and subject to the renewal options as set forth on Schedule(s) and Section 4.0 below, or earlier termination of the Term, Customer shall vacate the Customer Space, first removing all Customer Equipment (as defined in Section 2.3, below) and other personal property ("Personal Property", which together with the Customer Equipment is collectively referred to as the "Customer Materials"), leaving the Customer Space in the same condition as it is as of the date hereof, reasonable wear and tear excepted. If Customer fails to remove the Customer Materials within such period or if Customer has an outstanding balance at the end of the Term, Provider may terminate all Services and remove any Customer Materials (without liability) and either: (i) store it at Customer's expense until Customer remits all amounts owed (including storage expenses, removal and moving expenses and other costs incurred by Provider), or (ii) upon ten (10) business days written notice to Customer, liquidate the Customer Materials in any reasonable manner to satisfy such unpaid sums. Any proceeds which remain after the costs of liquidation (including any expenses related to the removal, storage, and sale) and satisfaction of any outstanding balance owed by Customer to Provider will be remitted to Customer. Customer waives notice to vacate the Customer Space and agrees that the Provider shall be entitled to the

benefit of all provisions of law respecting the summary recovery of possession of the Customer from the Customer holding over to the same extent as if statutory notice had been given.

2.3 Customer Equipment.

a. As part of the rights granted to Customer hereunder, and subject to all terms and conditions of this Agreement and the Provider Policies, Customer shall have the right, at its sole cost, to place and/or install, as applicable, within the Customer Space, computer and communications equipment including, without limitation equipment racks, cabinets, servers, storage systems and software (collectively, "Customer Equipment"); provided, however, Provider shall be responsible for, extending any branch circuits within the Customer Space, connecting any power strips to the branch circuits, and providing network cross connections from the carrier demark to the customer space. Customer retains all right, title, and interest in and to the Customer Equipment.

b. Customer shall be responsible for providing all installation services and all operational and management services associated with the Customer Equipment and all other equipment within or related to the Customer Space, other than those installation services to be expressly provided by Provider hereunder.

c. Except as set forth in sub-clause a. above, the provision for and expense of installation, repair and maintenance of Customer Equipment is the sole responsibility of Customer. The customer is responsible for setting up, testing, operating, and supporting any Customer Equipment. The Customer Equipment shall be installed, operated, inspected, maintained, repaired, replaced, and removed only by qualified agents of Customer who are properly licensed, if applicable, a list of whom shall be provided to Provider for its reasonable approval in advance of any such activity.

d. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of the Customer Equipment to the Customer Space.

e. Customer is responsible for all software and content loaded on or transmitted through the Customer Equipment including selection, creation, design, licensing, installation, capacity, performance, accuracy, maintenance, testing, backup, and support. Customer retains responsibility for all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all such content.

f. Customer will register all Customer Equipment and software with the applicable vendors, in accordance with the vendors' license terms and conditions and adhere to all vendor license terms and conditions.

g. Customer agrees that the Customer Equipment shall be used in compliance with vendor’s specifications for electrical, airflow and clearance. Customer shall not introduce equipment into the Customer Space which shall exceed, or can reasonably be expected to exceed, the power furnished to the Customer Space. If Customer desires to install Customer Equipment in the Customer Space that exceeds or can reasonably be expected to exceed the power supplied to the Customer Space, Provider reserves the right, in its sole discretion (1) to furnish additional power to the Customer Space at Customer's sole cost; or (2) to require Customer to contract for additional space in the Facility, or (3) if additional power or space is not available, to prohibit the installation of said Customer Equipment or require Customer to remove Customer Equipment so that Customer complies with the foregoing.

h. To the extent that Customer allows or authorizes any computer and communications equipment including, without limitation equipment racks, cabinets, servers, storage systems and software owned by Customer Users to be located in or about the Customer Space, such equipment shall be the sole responsibility of Customer and Provider shall have no responsibility or liability related thereto.

i. **IN ADDITION TO ALL OTHER LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGE TO, OR LOSS OF, ANY CUSTOMER EQUIPMENT RESULTING FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE,WILLFUL MISCONDUCT, OR FRAUD OF PROVIDER. TO THE EXTENT PROVIDER IS LIABLE FOR ANY DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT FOR ANY REASON, SUCH LIABILITY SHALL NOT EXCEED THE THEN-CURRENT REPLACEMENT VALUE OF THE AFFECTED CUSTOMER EQUIPMENT.**

2.4 Access.

Customer, and its agents, employees, invitees, and guests, shall have access to the Customer Space and reasonable ingress and egress to and from the common areas of the Facility; provided, however, Provider by reasonable regulation may control such access for the comfort, convenience, safety, and protection of all Customers in the Facility, or as needed for making repairs and alterations. Customer shall be responsible for providing access to the Customer to its agents, employees, invitees and guests after business hours and on weekends and holidays, but in no event shall Customer's use of and access to the Customer Space and Facility during non-business hours compromise the security of the Facility or spaces in the Facility utilized by other customers of Provider or other tenants in Facility. Provider shall have the right to enter the Customer Space (i) to make repairs as Provider deems reasonably necessary, (ii) and to inspect the Customer Space, and its mechanical, electrical and other Provider Infrastructure systems, and (iii) to review Customer's compliance with the terms and conditions of this Agreement. Provider shall have the right to enter the Customer Space at any time without notice in the event of an emergency. In the event Customer shall notify Provider that access by Provider to any portion of the Customer Space is restricted by written agreement between Customer and said client(s), Provider shall not access such space except as expressly provided above.

**3.0 Infrastructure.**

The Facility is equipped with power redundancy, Uninterrupted Power Supply (UPS), backup generators, fire suppression systems, cooling and heating systems, security systems and closed-circuit television monitoring (the "Provider Infrastructure"). Provider will not materially diminish the Provider Infrastructure during the Term. Subject to the terms and conditions of this Agreement, Provider shall make available to Customer's Space the Provider Infrastructure described above. Any requests for ancillary Services not described in this Agreement may be provided by Provider on an individual case basis as agreed to in writing by the parties. Provider will not be bound by any Supplement or Service Agreements until accepted by and signed by an authorized officer of Provider. Without limiting the foregoing, Customer-issued purchase orders will not modify the terms of this Agreement.

3.1 Certain Services. Without limiting the foregoing, services to be provided hereunder by Provider (the "Services") shall include:

3.1.1. Power

a. Provider shall provide Customer with a power system that provides 24x7x365 power availability within the Facility. Power delivered to Customer Space will be as specified in Schedule(s) and any other additional Schedules during the term or renewal terms of this agreement. Power delivered to the Customer's racks/cabinets will be in the circuit capacities as specified in Schedule(s) and any other additional Schedules during the term or renewal terms of this agreement. Power will be delivered to Customer Space utilizing one main utility power feed; redundant uninterrupted power supplies, batteries, and redundant power distribution units. All power will be delivered with a "Main" and "Redundant" circuit. Customer acknowledges and agrees that Provider's obligation to provide Customer with power hereunder does not mean that both the "Main" and "Redundant" circuits shall be available at all times.

b. Power to the Customer Space shall be separately metered unless it is included in the space charge as indicated on a Schedule. Provider shall read said separate meters on a monthly basis. Customer will be billed for either (a) the actual power consumed as metered at the rack level or at circuits solely servicing computer racks and not CRAC units, UPS Units or general services in any space for the previous month at the then current "all -in" rate (including, without limitation, taxes surcharges, etc.), of commercial power supplied to the Facility by the commercial power provider (the "Commercial Power Rate") and as adjusted by the factors for Power and Cooling & HVAC overhead as set forth on Schedule(s) and any other additional Schedules during the term or renewal terms of this agreement or (b) the fixed circuit charge as set forth on any Schedule. Provider agrees to use its best efforts to obtain the lowest possible Commercial Power Rate available to the Customer Space.

c. All power circuits delivered to customers are derated to 80% of the listed. Provider monitors power consumption throughout the data center and will notify Customer when their consumption on any circuit is approaching or exceeds the derated level. Provider will communicate with Customer on all power circuits that are approaching the 80% derated usage. All circuits that exceed the 80% derated usage require additional power circuits to be added to the configuration. Provider will work closely with Customer to coordinate the installation of any additional power circuits, subject to Section 3.1.1a above.

3.1.2 Cooling

Provider shall provide Customer with cooling systems for the Customer Space which shall maintain temperatures sufficient to provide a satisfactory operational environment for Customer's Equipment, provided that such equipment has been identified in advance by Customer to Provider and assuming that all such equipment is operating properly and in accordance with its specifications. Customer shall provide Provider with not less than 15 days' advance notice of any material additions to, substitutions for, or modifications of such equipment, and Provider shall have up to 90 days thereafter to install any additional or modified cooling system to accommodate such additions, substitutions, or modifications. All cooling will be delivered with both a “primary" and "redundant" cooling system.

3.1.3 Support Services

Provider will provide Customer with access to technical personnel to assist Customer on a twenty-four (24), seven (7) days a week basis. Customer may elect to have Provider attempt to resolve the problem on an hourly remote hands basis at Customer’s contractual rate. Operational support services shall include: (i) the execution of a command or series of commands as directed by Customer to determine operating status or to facilitate configuration changes; (ii) visual inspection of Customer Equipment and power up, restart or reboot as directed by Customer; (iii) insertion and ejection of media as directed by Customer; (iv) preparation of media for pickup at the Facility as requested by Customer. Customer is responsible for providing all media, related materials, storage containers, procedures, and any off-site storage contract for the media; and (iv) escorting shipping vendors to the Customer Space on behalf of Customer, and un-racking equipment directed by Customer (excluding, however, packing equipment for shipment). Provider agrees to provide supplemental support services in accordance with Schedule. Additionally, Provider and Customer agree that support services requested be logged, tracked, and documented via the Inland Fiber ticketing system. All requests for support services may be requested by sending an email to support@inlandfiber.com.

3.1.3. Cross Connect Services.

Provider shall provide technical support to assist Customer with the installation of third-party telecommunication (TELCO) circuits or cross connections with or for other customers in the Facility. Cross Connect Services include: (i) cross-connecting the TELCO's circuit from the DEMARC, within the TELCO's space or other customer space (ii) build of connectivity from the TELCO's space (or other customer space) to Main Distribution Frame (MDF), cross-connecting the TELCO's (or other customer's space) circuit within the MDF to Customer's panel within the frame, and (iii) build of the infrastructure connectivity to customer's intermediate distribution frame, within the Customer Space. Customer will be invoiced for a monthly Cross Connect/Interconnect Fee as set forth on Schedules 4.0-4.1. All cross-connect /interconnect work performed or requested by the Customer shall be initiated or allowed only upon submission by Customer and acceptance by Provider of those documents set forth as Schedules 4.0 and 4.1.

**4.0 Term of Agreement.**

a. The term of this Agreement shall be as set forth in Schedule(s), unless sooner terminated as provided herein, and will remain in effect until the termination date set forth in Schedule(s). All Agreement renewals are subject to pricing changes and must be agreed to in writing by authorized officers of the parties prior to the expiration of the then existing term. Provider shall not be required to give notice as to the expiration of any term. In the event of any holding over by Customer after the expiration of a term of this Agreement, without the consent of the Provider, Tenant shall continue to timely make all Payments and other sums set forth herein at twice the rate in effect for the immediately preceding term, and to otherwise comply with all the terms and conditions of this Agreement. The Termination Date with respect to any additional space or services described in the Schedule(s) hereto shall be as expressly set forth in that Schedule(s).

b. Customer may access the Customer Space described on Schedule(s) prior to the Commencement Date with the prior written consent of Provider, which consent shall not be unreasonably denied. Any such access by Customer prior to the Commencement Date, and any work performed by Customer, or its agents related to said access, shall be subject to all of the terms, provisions, covenants, and conditions of this Agreement including, without limitation, the maintenance of insurance. In addition, Customer shall indemnify and save Provider harmless from any claim, suit, judgment, cost, or other expense arising out of the Customer’s entry, possession, acts, or omissions (including, without limitation, reasonable attorneys’

fees), as well as any damage suffered by or to the Customer Space of Facility as a result of the Customer's entry, possession, acts or omissions, unless the damage to Customer is caused by the willful misconduct of Provider.

c. Notwithstanding the above, with respect only to those provisions of this Agreement for services provided by Customer to any party that is governed by the Department of Management of the State of Florida or any other governmental entity that requires a termination of convenience clause in its contract with Customer (the "Municipal Terminating Party"), then Customer shall have the right during the initial Term and any Renewal Term, if any, to terminate such services of this Agreement as provided to a Municipal Terminating Party upon 90 days' advance written notice to Provider in the event, and only in the event, that the Municipal Terminating Party terminates a material portion of those services to be delivered by the Customer from and related to such Municipal Terminating Party. Customer's termination rights as provided in this paragraph shall only apply to services that Customer notifies Provider in writing as being provided to a Municipal Terminating Party and the time Customer begins providing such services.

**d.** If the Customer has complied with all the terms and provisions of this Agreement and is not in material default in any respect hereunder, this Agreement may be renewed (such period each referred to herein as "Renewal Term"), from the date upon which the term of this Agreement (as stated in Schedule(s)) would otherwise expire, upon the same terms and conditions as those specified in this Agreement. All Renewal Terms are subject to pricing changes and must be agreed upon by both parties in writing. However, if Customer wishes for the Agreement not to renew and extend, Customer must provide written notice to the Provider on or before six (6) months before the expiration of the expiration of the then current term that it wishes the Agreement not to renew or extend, failing such notice the Agreement shall automatically terminate.

**5.0 Charges.**

Beginning on the Commencement Date and through the remainder of the Term, Customer shall pay the following (collectively, the "Payments"):

a. Monthly Space Fee/Monthly Rack/Cabinet Charges. Customer shall pay Provider the Monthly Space Fee as specified on Schedule(s) attached hereto and any other additional Schedules during the term or renewal terms of this agreement, for the actual number of Customer racks/cabinets, subject to the minimum set forth on said Schedules.

b. Power Charges. Customer shall pay Provider for the costs associated with providing power to the Customer Space as set forth on Schedule(s) and any other additional Schedules during the term or renewal terms of this agreement.

c. Cooling & HVAC Surcharges. Customer shall pay Provider for the costs associated with providing the air ventilation the parties have agreed is required to effectively cool the Customer Equipment as set forth on Schedule(s) and any other additional Schedules during the term or renewal terms of this agreement.

d. Cross Connect/Interconnect Charges. Customer shall pay Provider for the costs associated with providing the cross connects/Interconnects referenced in Section 3.1.3 of the Customer Equipment as set forth on Schedule(s) and any other additional Schedules during the term or renewal terms of this agreement.

e. Additional Service Fees. Customer shall pay Provider for all services provided by Provider to Customer at Provider's rate(s) set forth on Schedules(), and any other additional Schedules during the term or renewal terms of this agreement including, without limitation, fees for remote hands.

g. Additional Service Fees. Customer shall pay Provider for all services provided by Provider to Customer, if any, as set forth on Supplements to this Agreement.

f. Payment. All payments shall be paid to Provider at:

**IF&D Datasuites, LLC**
**P.O. Box 7378**
**Winter Haven, FL 33880**

All charges and payments due from Customer shall be invoiced by Provider as and when incurred, and Customer's payments shall be due upon receipt of the invoice. For any amount not paid when due, in addition to any rights and remedies provided to Provider under this Agreement or available at law or in equity, Customer will pay interest at the lesser of fifteen percent

(15%) per annum or the maximum amount permitted by law. Unless Customer provides a valid tax exemption certificate, Customer shall be additionally responsible for any sales, use, excise, or comparable taxes assessed or imposed upon the Monthly Space Fee and other Services provided or the amounts charged under this Agreement, payable at the same time such Payments are due. Customer shall pay directly to the appropriate provider for all other utilities and services utilized by Customer with respect to the Customer Space.

**6.0 Security Deposit.**

No Security Deposit shall be due with respect to this Agreement. The following provisions shall apply to the Security Deposit identified on any Supplements hereto, if any.

Customer shall deposit with Provider the amount of the Security Deposit specified in the applicable Supplement. The Security Deposit shall be held as security for Customer's performance of its obligations under this Agreement. Provider shall have no obligation to pay interest on the deposit or segregate the deposit from Provider's other funds. Customer shall not mortgage, pledge, grant a security interest in, or otherwise encumber the Security Deposit. Provider may apply this deposit against any amounts due to the Provider due to Customer's default in the performance of such obligations. Upon any such application, Customer shall immediately restore the deposit to its full amount. Any balance remaining shall be returned to Customer within 15 days after the end of the Term set forth in the applicable Supplement, provided that Customer has fully vacated the Customer Space leaving the same in the condition required hereunder and has paid to Provider all amounts due hereunder.

**7.0 Covenants of Customer.**

7.1 Use; Compliance with Law and Provider Policies. Customer agrees that it and its Customer Users shall use the Services, use, and occupy the Customer Space, and conduct its operations therein, in strict accordance with (i) all applicable laws, rules and regulations ("Laws"); (ii) the then current Provider Facility Policies (the "Provider Policies") which are attached hereto as Schedule 2.0 and reasonably amended from time to time. Provider reserves the right to modify the Provider Policies from time to time and to provide written copies thereof to Customer, so long as such modification to the Provider Policies does not materially and detrimentally interfere with the manner in which the Customer has occupied the Customer Space. If Customer in good faith objects to any modification to the Provider Policies as materially and detrimentally interfering with the manner in which the Customer has occupied the Customer Space, it shall promptly notify Provider of such objection, and the objected to policy will remain in place without modification solely as to Customer and the Customer Space until some later adjudication or resolution thereof. Provider may suspend or terminate the Services without notice if Provider learns of a violation of the foregoing covenant by Customer or its Customer Users that, in its reasonable discretion, is unlawful or is likely to cause loss or liability, or reasonable risk thereof, for Provider or any other person or entity. Any such suspension or restriction will be on the most limited basis that Provider determines is reasonably practical under the circumstances in order to address the underlying violation. In addition, if Provider reasonably believes that Customer is in violation of the foregoing, Provider may audit Customer's compliance with the same, and if the audit determines Customer noncompliance, Customer shall pay the cost of the audit. If Customer becomes aware of any violation of this subsection, Customer shall immediately notify Provider and, upon Provider's request, provide all relevant information relating to such event or circumstance. Furthermore, Provider may involve, and shall fully cooperate with, local, state, and Federal law enforcement persons in connection with any investigations of suspected or actual criminal violations.

7.2 Maintenance of Customer Space. Customer shall, at all times during the Term hereof and at its cost (except for the performance of those Services and responsibilities expressly assumed by Provider hereunder), maintain the Customer Space in good condition and repair, and shall at all times keep the Customer Space in broom-clean condition and clear of all refuse, cardboard or any potentially hazardous or combustible materials.

7.3 Alterations. Customer acknowledges and agrees that it may not make or allow to be made any structural alterations, additions or improvements within the Customer Space without first obtaining the written consent of Provider, which consent may be granted or withheld by Provider in its sole and absolute discretion. For purposes of illustration, structural alterations, additions or improvements within Customer Space would include cutting of the floor, or bolting of apparatus into the floor, but would not include adding hardware to a rack, or adding cable management systems within the Customer Space, as long as the cable management is not permanently attached to or permanently alters a Provider-provided rack within the Customer Space. Any improvements, equipment added or work at any time commenced by Customer on the Customer Space shall be diligently pursued to completion, shall be of good workmanship and materials and shall comply fully with all of the

terms of this Agreement. If Provider's consent is required, Customer shall submit to Provider all plans and specifications with respect to any intended improvements of or alterations to the Customer Space and shall not proceed with any work unless and until it has received Provider's approval in writing with respect thereto. In connection with Customer's making of any alterations, additions, or improvements approved by Provider to or in Customer Space, Customer shall employ only such contractors as are qualified to perform the same in a good workmanlike and professional manner, and all such work done by or for Customer shall be performed and installed in a good and workmanlike manner, in compliance with all applicable laws, ordinances, rules and regulations of any and all agencies and authorities having jurisdiction over Customer Space or Facility. Provider shall respond to any such Customer request within ten (10) days and, if no response is provided in that time, Customer may assume Provider's consent. Customer shall not authorize or permit any liens, including construction liens for labor or materials, or other encumbrances to be placed against the Customer Space, the Facility, or Customer's interest, and will immediately "bond-over" or pay any lien claim related to work or services performed on Customer's behalf together with all proper costs and charges pertaining to the same and shall have any such lien released at Customer's sale cost and expense. **Any improvements made to the Customer Space by Customer are solely for the benefit of Customer. The interests of Provider in the Customer Space and the Facility shall not, in any event, be subject to liens for improvements to the Customer Space or other areas made by Customer, or its agents, contractors, subcontractors, or materialmen, or any other person. Prior to directing any such improvement, Customer shall notify the contractor or other person working at the direction of Customer of the provisions of this Section 7.3 and shall submit to Provider for prior approval any notice of commencement intended to be filed by Customer.**

7.4 No Access to Networks. Neither Customer nor its employees, contractors or Customer Users shall access or attempt to access Provider's secure internal network or the resources or information of other Provider customers, or access or attempt to access Provider's other spaces within the Facility or the space of other Provider customers or tenants within the Facility or building housing the Facility.

7.5 Insurance. The parties will keep in full force and effect, at all times during the Term and any renewal term of this Agreement the following types of insurance (which may be provide under a blanket insurance policy if all of the other terms hereof are satisfied:

a. Customer shall also carry the equivalent of ISO Special Form Property Insurance on Customer's Property for full replacement value and with coinsurance waived. For purposes of this provision, the term "Customer's Property" shall mean the Customer Property and all other Customer personal property and fixtures, and any improvements made to the Customer Space by Customer.

b. Prior to taking possession of the Customer Space, and annually thereafter, Customer shall deliver to Provider certificates or other evidence of insurance satisfactory to Provider. If Customer fails to provide Provider with such certificates or other evidence of insurance coverage, Provider may obtain such coverage, and the cost of such coverage shall be an additional charge payable by Customer upon demand. Customer, upon request from Provider, shall also provide any lender designated by Provider certificates of insurance or copies of insurance policies evidencing that insurance satisfying the above requirements is in effect at all times.

c. Provider, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Provider and Customer, Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit of liability, each occurrence, and general aggregate-per location, of at least Two Million and No/100 Dollars ($2,000,000), which policy shall insure against liability of Provider, arising out of and in connection with Provider's ownership of the Customer Space and Facility. Such limits will be increased if Provider requires the limits of Customer's provided policy to be increased. In addition, Provider shall procure the following Insurance and maintain same throughout the term of this Agreement:

Worker's Compensation

Coverage is to apply for all Provider employees for statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability with a limit of not less than $1,000,000 each accident, not less than $500,000 each employee, and not less than $1,000,000 policy limit for disease.

Cyber Liability & Data Storage Required Limit: $1,000,000 per Claim and Aggregate

Such insurance shall be on a form acceptable to the Customer and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

d. Provider shall also carry the equivalent of ISO Special Form Property Insurance on the Facility for full replacement value and with coinsurance waived.

e. All insurance policies required by this Agreement shall: (i) be issued by insurance companies licensed to do business in the State of Florida; (ii) provide that the insurance not be canceled, be non-renewed or have coverage materially reduced unless thirty (30) days advance notice is given; (iv) be primary policies and non-contributing with any insurance that a beneficiary of the policy may carry; (v) provide that any loss shall be payable notwithstanding any act or gross negligence of Provider or Customer which might otherwise result in a forfeiture thereunder of such insurance or the amount of proceeds payable; and (vi) be maintained during the entire Term and any renewal term.

f. Anything in this Agreement to the contrary notwithstanding, Provider hereby releases and waives unto Customer (including all partners, members, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Customer hereby releases and waives unto Provider (including all partners, members, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Customer Space or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Provider, Customer, or any other person, firm or corporation, under the terms of any property, general liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Agreement and to the extent permitted under such policies, Customer and Provider each waive the insurance carriers' rights of subrogation.

g. The parties agree to promptly notify the other party of any claim, action, preceding or suit instituted or threatened against the other party or the Customer Space. In the event any party is made a party in any action for which the other party has indemnified, then the indemnifying party shall pay all costs and provide effective counsel in such litigation or shall promptly pay reasonable attorney's fees and costs incurred in connection with such litigation by the indemnified party.

7.6 No Assignment. Customer shall not assign this Agreement, in whole or in part, or license, sublet, mortgage, encumber or otherwise permit the occupancy of the Customer Space by any person without the prior written consent of Provider, which consent shall not be unreasonably withheld. Any attempt to do so shall be void Notwithstanding the foregoing, the assignment of this Agreement by Customer to a successor organization by merger or acquisition shall not require the consent of Provider, provided that such assignment is made for a bona fide business purpose and not for purposes of avoiding liability under this Agreement. Customer shall give Provider not less than thirty (30) days' prior written notice of such assignment and shall furnish Provider with such information as Provider may reasonably request to verify the purpose of such assignment. If consent to assignment is expressly given by Provider, Customer shall be released of its liabilities and obligations hereunder.

7.7 Representations. Each party represents and warrant to the other that: (a) it has the requisite corporate power and other authority to execute, deliver and perform its obligations under this Agreement; and (b) the party has no contractual or other obligation that (i) restricts or prohibits execution or performance of this Agreement, or (ii) the party will breach any such contractual or other obligation in connection with the execution or performance of this Agreement.

**8.0 Covenants of Provider.**

8.1 Maintenance. Provider shall perform such janitorial services, environmental systems maintenance, power plant maintenance and other services as are reasonably required to maintain the Facility and the Provider Infrastructure in good condition suitable for the placement of the Customer Equipment. Provider agrees to coordinate with Customer any required maintenance which may materially impact or affect the Customer Space, or which may impact Customer's operations within Customer Space, except that Provider reserves the right to interrupt Services to perform emergency maintenance as needed. With the exception of such emergency maintenance, Provider shall notify Customer at least 72 hours in advance of any aforementioned desired maintenance, and the parties shall work in good faith to schedule such maintenance at a mutually convenient time.

8.2 Monitoring. The Facility shall be monitored twenty-four (24) hours per day, seven (7) days per week by Provider as more particularly described in the then current Provider Policies.

8.3 Warranties and Representations. Subject to force majeure (as defined in Section 14.7), Provider represents, warrants and covenants that: (a) it will provide the agreed-upon Services promptly, using reasonable care and skill and in accordance with the descriptions herein; and (b) it has the right and authority to provide to Customer the exclusive use of the Customer Space under the terms of this Agreement, and it has the requisite corporate power, licenses, lease agreements, or other such authority to execute, deliver and perform all its other obligations under this Agreement. **THE WARRANTIES IN THIS SECTION 8.3 AND IN SECTIONS 3.1.1, 7.7, 14.6 and 14.19, ARE THE EXCLUSIVE WARRANTIES FROM PROVIDER. PROVIDER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED AND SPECIFCIALLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, PROVIDER MAKES NO WARANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE AND UNLESS SPECIFICALLY STATED ELSEWHERE IN THIS AGREEMENT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET CUSTOMER'S OR CUSTOMER USER'S REQUIREMENTS, OR THAT THE SERVICES WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. PROVIDER DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OR REPRESENTATION OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY UPON ANYONE MAKING SUCH WARRANTIES OR REPRESENTATIONS.** This Agreement does not expressly or implicitly provide any third party (including Customer Users) with any remedy, claim, liability, right of reimbursement, cause of action or other right or privilege. There are no third-party beneficiaries of this Agreement, including, without limitation, the State of Florida or any its agencies.

8.4 Service Agreements. Provider hereby agrees to obtain and maintain service and maintenance agreements for its generators, HVAC systems and UPS systems, including batteries. Said service agreements shall provide for service request response times from the applicable vendors of four (4) hours or less. Provider shall provide Customer with copies of the applicable service and maintenance agreements. Provider hereby authorizes Customer to contact the applicable vendors directly in the event of a problem with a critical infrastructure system and/or component and a failure on the part of the Provider to take timely and appropriate corrective action.

**9.0. Fire, Casualty and Taking.**

Should a substantial portion of the Customer Space or of the Facility be substantially damaged by fire or other casualty, or be taken by the exercise of eminent domain, Provider may elect to terminate this Agreement. When such fire, casualty, or taking renders the Customer Space substantially unsuitable for their intended use, Customer may elect to terminate this Agreement if: (a) Provider fails to give written notice within ten (10) days of intention to restore the Customer Space, or (b) within thirty (30) days of said fire, casualty or taking, Provider fails to either (i) restore the Customer Space to a condition substantially suitable for their intended use, or (ii) provide comparable substitute space within the Facility or the 199 building. Notwithstanding the above, Provider agrees to use commercially reasonable efforts to restore the Customer Space or provide a comparable, suitable space, subject to the mutual agreement of the parties as to the terms of such restoration or provision of comparable, suitable space. Provider reserves, and Customer waives and grants to Provider, all rights which Customer may have for damages for any taking by eminent domain, except for damage to the Customer Equipment and Customers loss of business income claims.

**10.0 Default.**

Customer or Provider may terminate this Agreement for material breach of this Agreement by the other party upon written notice containing the specific nature and dates of the material breach. The breaching party will have thirty (30) days from receipt of notice to cure such breach, except for nonpayment by Customer, which must be cured within five (5) days from receipt of notice (except, that, Provider shall have no obligation to give written notice of nonpayment if Provider has previously given Customer notice of nonpayment on two or more occasions during the twelve-month period prior to such non-payment). If such breach has not been timely cured, then the non-breaching party may immediately terminate this Agreement upon written notice.

Upon termination of this Agreement for default:

a. All Customer Payment obligations accrued hereunder through the date of termination will become immediately due and payable.

b. In addition, if the termination is for Customer's default, Customer shall also be liable, as agreed upon and liquidated damages (which have been bargained for by Customer), for the amount equal to the sum of all Monthly Space Fees for the remainder of the existing Term (provided, however, that in no event shall the aggregate fees exceed twelve (12) months of the Monthly Space Fees), discounted at the rate of six percent (6%) per annum to their present value; and (ii) Provider shall be entitled to recover from Customer its reasonable expenses for court costs, litigation fees and expenses of suit, reasonable attorneys' fees, brokers' fees and any costs and charges incurred in restoration and repair of the Customer Space to its condition as of the date hereof, reasonable wear and tear excepted, as well as any other damages permitted at law or in equity. The remedies stated above shall be cumulative to the greatest extent allowable under applicable law and shall be in addition to each other and to any right or remedy available to Provider at law or in equity. Additionally, and without limitation, in the event of a Customer's default which is not timely cured, Provider shall be authorized to cease providing electrical power to Customer Equipment upon 72 hours advance notice to Customer. No acceptance by Provider of a sum less than all Payments then due shall be deemed to be other than on account of the earliest installment of such Payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Provider may accept such check or payment without prejudice to Provider's right to recover the balance of such installment or pursue any other remedy provided in this Agreement.

**11.0 Subordination.**

Customer accepts this Agreement subject and subordinate to any mortgage(s), deed(s) of trust, ground leases(s) or other lien(s) now or subsequently arising upon the Customer Space, the Facility, or the property of which the Facility is a part, and to renewals, modifications, and extensions thereof, along with any re-financings or additional financings secured by such liens (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Customer shall execute a commercially reasonable subordination agreement in favor of the Mortgagee. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Agreement. Upon request, Customer, without charge, shall attorn to any successor to Provider's interest in this Agreement. Customer shall, within ten (10) days after receipt of a written request from Provider, execute and deliver an estoppel certificate to those parties as are reasonably requested by Provider (including a Mortgagee or prospective purchaser of the Facility and/or the Customer Space). Without limitation, such estoppel certificate may include a certification as to the status of this Agreement, the existence of any defaults, the amount of Payments that are due and payable, and such other matters as Provider or Mortgagee may reasonably request. The failure by Customer to execute such instruments shall be a default under this Agreement. Notwithstanding the above, Provider shall use commercially reasonable efforts to obtain a non-disturbance agreement with respect to this Agreement (in the form provided by Customer) from any new mortgagee with respect to the Facility.

**12.0 Notices.**

Any notices required or permitted hereunder will be effective upon receipt (or refusal to accept delivery) and will be personally delivered; mailed via the postal service; sent by reliable overnight courier; or transmitted by confirmed electronic transmission. All notices will be in writing and addressed to the applicable party's designated representative at the addresses specified in Schedule 1 to this Agreement, or as set forth below, or such other addresses of which a party may give the other notice.

NOTICES TO IF&D:

Address: 56 4th Street, NW, Suite 200
Attn: President
Winter Haven, FL 33880

Attention: Administration

NOTICES TO

Address:

With a copy to

**13.0 Limitation of Liability.**

a. EXCEPT TO THE EXTENT SUCH COSTS OR DAMAGES ARE COVERED AND PAID BY THE INSURANCE REQUIRED HEREIN, NEITHER PARTY, NOR ITS AFFILIATES, CONTRACTORS, SUPPLIERS OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA, DAMAGES TO SOFTWARE OR FIRMWARE, OR COST OF PROCURING OR TRANSITIONING TO SUBSTITUTE SERVICES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. SUBJECT TO ALL OTHER LMITATIONS OF LIABILITY HEREUNDER, THE TOTAL AGGREGATE LIABILITY OF PROVIDER ARISING FROM OR RELATED TO THIS AGREEMENT FOR ALL LOSS OR DAMAGE NOT COVERED BY THE INSURANCE POLICIES REQUIRED HEREIN SHALL BE LIMITED TO THE TOTAL NET PAYMENTS PAID BY CUSTOMER TO PROVIDER FOR THE AFFECTED SERVICE WHICH GIVES RISE TO SUCH LIABILITY IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

b. Except for Provider’s willful misconduct, fraud, or gross negligence, Provider shall have no liability for any damage to, or loss or theft of Customer's or a Customer User’s data, content, software or other materials located or used at the Facility or transmitted to or from the Facility. Under no circumstances will Provider be considered the official custodian or record keeper of Customer's or a Customer User’s data for regulatory or other purposes.

**14.0 Miscellaneous.**

14.1 Successors. Provider shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Agreement and in the Facility and the real property of which the Facility is a part.

14.2 Independent Contractors. Provider and Customer are independent contracting parties and under no circumstances shall their relationship be held out or interpreted to be or create a partnership, an agency or joint venture. No employee of Customer shall be deemed an employee of Provider, and Provider assumes sole and complete responsibility for the payment of wages or other compensation to its employees.

14.3 Signage. Customer shall not install any signage outside of the Customer Space or otherwise within the Facility.

14.4 Publicity and Trademarks. Neither party grants the other the right to use its or any of its affiliates' trademarks, trade names, logos or other designations in any promotion, publication, or Web site, without prior written consent.

14.5 Intellectual Property. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Provider's intellectual property and proprietary rights include any skills, know-how, modifications, or other enhancements developed or acquired in the course of configuring, providing, or managing the Services. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

14.6 Confidentiality.

a. All information disclosed by one party to the other in connection with this Agreement shall be treated as confidential ("Confidential Information"). With respect to Confidential Information disclosed by one party ("disclosing party") to the other party ("receiving party"), (i) the receiving party shall hold such Confidential Information in strict confidence using the same standard of care as it uses to protect its own confidential information but not less than a reasonable standard of care, (ii) the receiving party shall not use or disclose such Confidential Information for any purpose except as necessary to fulfill its obligations under this Agreement, or except as required by law provided that the disclosing party is given a reasonable opportunity to obtain, at its expense, a protective order (the receiving party shall reasonably cooperate with the disclosing party in connection therewith), (iii) the receiving party shall limit access to such Confidential Information to such of its employees, agents and contractors who need such access to fulfill the receiving party's obligations under a Service Agreement, and (iv) the receiving party shall require its employees, agents and contractors who have access to such Confidential Information to abide by the confidentiality provisions of this Agreement.

b. Without limiting the generality of the foregoing, such Confidential Information includes (i) with respect to Customer, Customer's data and software (including Customer nonpublic personal information) and the details of Customer's computer operations and procedures, which include trade secrets of Customer, (ii) with respect to Provider, Provider's physical security systems, access control systems, specialized equipment and techniques, pricing information, Customer lists, or other materials which include trade secrets of Provider.

c. Confidential Information shall not include information that (i) is or becomes publicly available through no wrongful act of the receiving party, (ii) was known by the receiving party without any obligation of confidentiality at the time of disclosure by the disclosing party, (iii) was obtained by the receiving party from a third party without restriction on disclosure, or (iv) was developed independently by the receiving party and/or as a public record as defined under applicable Florida law and that is not exempt and/or confidential as defined under applicable Florida law.

d. Notwithstanding the foregoing, a party may disclose Confidential Information: (i) to any bankers, consultants, contractors, and counsel who have a need to know in connection with this Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing party, or (ii) pursuant to legal process; provided, however, that the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure.

14.7 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement or any Service Agreement or Supplement due to, any failure to perform its obligations hereunder (other than payment obligations, including, without limitation, the obligation of Customer for Payments hereunder) as a result of a cause beyond its control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care. If any force majeure event affects Provider's ability to deliver Services, then Provider shall use all reasonable efforts to implement its applicable resources or other solutions.

14.8 Non-Solicitation. Neither party shall solicit any employee or independent contractor of the other party with whom the party has had direct contact in connection with the services for employment or engagement with the other party or any other person during the term of this Agreement and for twelve (12) months following termination of this Agreement. Each party acknowledges and agrees that injury resulting from any breach of this provision would be significant and irreparable and

that it would be extremely difficult to ascertain the actual amount of damage resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right party may have at law or in equity, the violating party shall make a one-time payment to the other party in the amount of one hundred and fifty percent (150%) of the affected employee's base salary for one year. Customer and Provider agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

14.9 Headings. The headings of the various sections of this Agreement have been inserted for convenience only and shall not affect the interpretation of this Agreement.

14.10. Survival. Any of these terms and conditions which by their nature extend beyond the Agreement termination or expiration remain in effect until fulfilled and apply to both Customer's and Provider's respective successors and assignees.

14.11 Choice of Law. This Agreement will be governed by the substantive laws of the State of Florida, without regard for its conflict of law's provisions.

14.12 Waiver of Jury Trial. The parties waive any right to a jury trial in any proceeding arising out of or related to this Agreement.

14.13 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby, so long as the remaining provisions of this Agreement still express the original intent of the parties. If the original intent of the parties cannot be preserved, this Agreement shall either be renegotiated or terminated.

14.14 No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create any third-party beneficiary rights.

14.15 Waiver. The failure of one party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver, nor shall it deprive that party of the right to insist later on adherence thereto. Any waiver must be in writing and signed by an authorized representative of the waiving party.

14.16 Complete Agreement. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, may be modified or amended only by a written instrument (including Service Agreements and Supplements) executed by both of them, and shall inure to the benefit of and bind the parties hereto and their respective heirs, executors, legal representatives, administrators, and permitted successors and assigns. There are no understandings, representations, or agreements other than those set forth herein.

14.17 Counterparts; Electronic Transmission. This Agreement may be executed in separate counterparts, each of which shall be deemed an original but, all of which together, shall constitute one and the same instrument. This Agreement may be transmitted between the parties by electronic transmission and the parties intend that electronic signatures shall constitute original signatures and that an emailed Agreement containing the signatures (as originally emailed) of all parties is binding upon the parties hereto.

14.18 Time is of the Essence. Time is of the essence with respect to any and all terms, conditions, and provisions of this Agreement.

14.19 Authority of Provider and Customer. Provider and Customer represent and warrant, each to the other, that as of the date of this Agreement: (i) each is duly organized, validly existing and in good standing under the laws of the state of its incorporation, organization or laws of the United States of America, with full authority and power to execute, deliver and perform the Agreement; and (ii) each has the full right and corporate or business power and authority and has taken all necessary corporate or business action that is necessary, required or appropriate to authorize and enable each to enter into and perform all of the obligations under the Agreement, and the persons executing this Agreement have full and complete authority to bind the parties hereto under the terms, provisions and obligations set forth in the Agreement.

IN WITNESS WHEREOF, Provider and Customer have signed and sealed this Lease as of the date and year first above written.

**PROVIDER:**
**IF&D DATASUITES, LLC,**
**a Florida limited liability company.**

**By:** _____

**Officer Name:** Kevin Wing
**As Its:** Chief Operating Officer

**CUSTOMER: City of Winter Haven, Florida**

**By:** _____

**Officer Name: T. Michael Stavres**
**As Its: City Manager**

# Schedule 1

The following sets forth the essential terms that are incorporated into the above-referenced Master Services Agreement. The parties' signatures below evidence their agreement with respect to all terms and conditions of said Agreement and all attached Schedules.

**Customer Company Name:** **City of Winter Haven**

**Contract Term (years):** **5 Year**

**Effective Start Date:** **September 9th, 2024**

**Term Expiration Date:** **September 8th, 2029**

| PROVIDER AND CLIENT CONTACT INFORMATION | | |
|---|---|---|
| **Name** | **IF&D Datasuites, LLC** | **City of Winter Haven** |
| **Billing Address** | P.O. Box 7378<br>Winter Haven, FL 33883 | Attn: Mike Adams<br>551 Third Street NW<br>Winter Haven, FL 33881 |
| **Representative** | Kevin Wing<br>Chief Operating Officer<br>Mobile: 863.899.6628<br>kwing@inlandfiber.com | Hiep Nguyen<br>CTO<br>863.291.5679<br>hnguyen@mywinterhaven.com |
| | | |

**Customer Implementation Information**

| Customer Implementation Information | |
|---|---|
| **Service Address** | 199 Ave B NW, Winter Haven, FL 33881 |
| **Suite** | 400 |
| **Rack(s)** | Cage 1 (5 Total Rack Spaces)<br>Initial install and billing will be for 4 racks, 5th rack space will not be billed unless the City of Winter Haven chooses to add a 5th rack to the space. |

**Pricing & Service Detail**

| Monthly Recurring Charge(s) | | | | |
|---|---|---|---|---|
| **Item #** | **Description** | **QTY** | **Unit Price** | **Total** |
| 1 | **DC-Cabinet**<br>Suite 400 Cage 1 – 5 Total Rack spaces, 5th space to be billed when the City of Winter Haven adds the 5th rack. | 4 | 650.00 | 2,600.00 |
| 2 | **DC-Power**<br>A/B 120V 20Amp circuits per rack (Derated capacity is 16Amps per A/B pair) | 2 | 350.00 | 700.00 |
| 3 | **DC-Power**<br>Power Circuit (A&B) C12, C13 - 208/20A - Metered Power (A&B) Submeter<br>Power Rate 1.15 UPS and 1.4 HVAC | 1 | Variable Monthly Use | |
| 4 | **DC-Cross Connect**<br>Network Cross Connect - IFD-4980202-400C601-236-00 (May 2019) | 1 | 75.00 | 75.00 |
| 5 | **DC-Cross Connect**<br>IFD-498S3P1-400C1201-236-00 - Suite 498 T1 Demark shelf 3 Port 1 Carrier id 091pxx707066 Suite 400 Rack C12 - (June 2020) | 1 | 125.00 | 125.00 |
| 6 | **DC-Cross Connect**<br>FD-498S3P1-400C1201-236-00 - Suite 498 T1 Demark shelf 3 Port 1 Carrier id 091pxx707066 Suite 400 Rack C12 - (June 2020) | 1 | 125.00 | 125.00 |
| | | | ***Total Monthly Recurring Charges** | **$ 3,625.00** |

*Total Monthly Recurring Charges does not include metered power circuits.

| Year | Rack Rate |
|---|---|
| 1 | $ 650.00 |
| 2 | $ 669.50 |
| 3 | $ 689.60 |
| 4 | $ 710.30 |
| 5 | $ 731.60 |

AGREED TO AND ACCEPTED BY:

**IF&D DATASUITES, LLC**
By: _____
Name: Kevin Wing
As its: Chief Operating Officer

**City of Winter Haven**
By: _____
Name: _____
As its: _____

# Schedule 2

# Inland Fiber Data Center Policies & Procedures

The following policies regulate activities at the Inland Fiber Data Centers. These rules are intended to ensure the safety and security of individuals and equipment at the Data Center. Failure to adhere to these rules may result in the expulsion of individuals from the Data Center and could result in the declaration of default by Inland Fiber for the Customer and the termination of the Customer contract. Appropriate response to violations of these rules shall be solely within the discretion of Inland Fiber. Inland Fiber reserves the right to update, modify or amend these rules, as necessary.

### A. General Guidelines

1. All Customers and Customer vendors shall conduct themselves in a courteous professional manner while visiting the Data Center. Customers shall refrain from using any profanity or offensive language.
2. Customer shall not make or permit any noise, odor or act that is objectionable to other occupants of the Facility to emanate from the Customer Space and shall not create or maintain a nuisance thereon.
3. Customers may not tamper with, or in any manner adversely affect, security, infrastructure monitoring, and/or safety systems within the Data Center.
4. Alcohol, controlled substances, firearms, and explosives are not permitted on Inland Fiber property. Smoking, drinking, and eating are strictly prohibited within the Data Center raised floor space. Smoking is expressly prohibited in all Inland Fiber buildings.
5. Persons under 18 years of age or requiring adult supervision are not permitted within the Data Center without the express written permission of Inland Fiber.
6. All visitors to the Data Center should wear appropriate footwear and attire.
7. Unless otherwise expressly permitted by Inland Fiber in writing, storage of combustible materials (e.g., wood, cardboard and corrugated paper, plastic or foam packing materials, flammable liquids, or solvents) are prohibited within the Data Center. Customers are expected to be familiar with and adhere to all OSHA standards associated with work in a computer room environment.
8. Customers may use cell phones inside the Data Center. Two-way radios are not permitted in the Data Center. Cell phones with camera capabilities may not be used for picture or video capture.
9. Skateboards, skates, scooters, bicycles, or other types of vehicles are prohibited in the Data Center.
10. Sharing Inland Fiber Proprietary information, without the express written permission of Inland Fiber, is strictly prohibited.
11. All hand-carry containers, boxes, bags, laptops, purses, backpacks, or equipment carried into or out of the Data Center are subject to inspection by Inland Fiber staff and/or Security.
12. Inland Fiber does not accept Mail/Post on behalf of Customers at the Data Center. All Mail/Post should be directed to customer's business address.
13. Customers must cooperate and obey all reasonable requests of Data Center personnel while within the Data Center, including immediately addressing any violations of rules when brought to Customer's attention.
14. Upon activation of a smoke detector or emergency alarm, all Customers (their employees and vendors) must be prepared to evacuate the building and to receive further instructions from the Inland Fiber staff.
15. Customer shall not allow any of its employees or invitees to carry or maintain weapons in or about the Facility or Customer Space. This prohibition shall apply to all weapons, including, but limited to firearms, applies regardless of whether the weaponis concealed or that a person is licensed to carry such weapon. The policy does not extend to weapons lawfully located in a motor vehicle in compliance with Section 790.251, Florida Statutes, but it does prohibit a person from taking a weapon from a motor vehicle into the workplace, Customer Space or Facility.

### B. Pictures or Video

1. Any use of cameras, video, and other photographic equipment along with but not limited to audio monitoring and audio capture devices are prohibited within the Data Center without the express written permission of Inland Fiber. No person, other than Inland Fiber personnel, shall be permitted to take photo or videotape records within the Data Center.
2. Customers are not permitted to take pictures or videos of the Data Center. Customer site pictures or videos must be arranged in advance and in accordance with Inland Fiber Security regulations.

3. If pictures or video are required for insurance or marketing purposes, contact Inland Fiber for assistance.
4. All types of cameras, unless otherwise provided in this Service Guide, are prohibited in the Data Center.

**C. Physical Security**

1. Inland Fiber Data Centers are secured facilities. Access to the data center and other areas of the facility are restricted to those persons with authorization. Customers are restricted to authorized areas only, including the lobby, customer lounge, conference rooms, common areas and customer space on the data center floor.
2. No additional locks or bolts of any kind shall be placed upon any of doors or racks by the Customer, nor shall any changes be made in existing locks or the mechanism thereof. The customer must upon the termination of its tenancy restore to Provider all keys or access cards to the Customer Space and Facility either furnished to or otherwise procured by Customer. In the event of loss of any keys or access cards for Customer Space or Facility, Customer shall pay to Provider the cost of replacement in the amount of $50.00 per card, per instance thereof. In the event acts or failure to act by or of Customer or Customer's staff indicate a need to change locks in Customer Space or Facility, Customer shall pay to Provider the cost thereof.
3. Closed-circuit television (CCTV) cameras are used to monitor all areas of the facility including lobbies, common areas, customer lounge, data center floor space, admin areas, and engineering plant areas for your safety. All CCTV cameras are monitored, and images are retained. Violations noted by camera will be addressed promptly.
4. Inland Fiber attempts to provide off-street parking, where feasible, with adequate lighting. Inland Fiber is not liable for damage, loss, or theft of vehicles and/or contents.
5. Tampering with, or in any manner adversely affecting, security and/or safety systems within the Data Center is strictly prohibited. Exterior Data Center doors may not be propped open. These access doors are monitored and alarmed.
6. Inland Fiber reserves the right to access any part of the Data Center at any time for safety and security reasons.

**D. Data Center Ingress and Egress**

1. All persons entering the Data Center must:
    a. Possess a valid government issued photo ID.
    b. Have authorization to access the facility.
    c. Sign-in and out as required by the facility.
    d. Display their Inland Fiber security badge at all times while in the facility.
    e. Surrender keys, and any other Inland Fiber owned tools or phones prior to exiting the facility.
2. Customers are expected to be familiar with and adhere to all OSHA standards associated with work in a computer room environment.

**E. Access List Management**

1. Customers are responsible for maintaining and updating their access list. Inland Fiber requires a written submission for additions and deletions to the Customer's access permissions list. Individuals identified on this list will be granted access to the Customer's Cabinet, Cage or Suite. Customers may grant temporary access to their Cabinet, Cage or Suite for an employee, vendor or technician by submitting an Access Ticket. The following e-mail address should be used for submitting the Access Request:

    support@inlandfiber.com

    **Include in the body of the email**:
    - Full Name of the person being granted access.
    - Email of the person being granted access.
    - Phone number of the person being granted access.
    - Beginning date & time of permission for access.
    - Ending date & time of permission for access.

2. Inland Fiber is not responsible for providing access to or for the activities of individuals whose authorization is reflected in Customer's access list which was not updated by Customer to revoke such authorization at the time such access

was granted by Inland Fiber. The Customer remains responsible for the activities of these individuals as with any other authorized Customer employees, contractors, or vendors.

**F. Common Areas and Customer Lounge**

1. The common areas within the Data Center are for common use by all Inland Fiber Customers with sites within their respective Data Centers.
2. The Customer lounge and associated Internet access are provided as a courtesy to Customers. Customers shall use such Internet access for business purposes only and follow the Inland Fiber acceptable use policy.
3. The Data Center common areas are offered as a convenience and not as a work area. Extended use or monopolizing all or some of the working assets of a Data Center Common Area is not permitted in the Data Center common areas.
4. Customers using the common areas must throw away their trash in the appropriate receptacles. If you reserve and use a conference room, please be responsible for cleaning up after using the facilities. Coordinate all catering events through the management of Inland Fiber.
5. Customers may request dedicated administration space or reserve a conference room by submitting an email to the e-mail address below:

   support@inlandfiber.com

6. A staging area is available, on a first-come, first-served basis, for the temporary unpacking and configuration of servers. The staging areas are offered as a convenience and not as a permanent storage area. Extended use or monopolizing all or some of the staging areas of a Data Center, as listed above, for more than 14 calendar days in any 30-day period is not permitted in the Data Center staging area. Equipment assembly and similar functions are restricted to the staging area and may not be conducted in common areas. Inland Fiber is not liable for Customer assets left unattended in this area. If you wish to lease a staging cage on a regular (non-temporary) basis, please contact Inland Fiber at sales@inlandfiber.com.
7. Inland Fiber reserves the right to deny access to those Customers who abuse the common areas and the rights of other Customers.

**G. Cage/Cabinet and Cabling Requirements**

1. Customer cage or cabinet shall, at all times, be clean, neat, and orderly. Customer space shall not pose any danger or hazard to customers or employees (including subcontractors) that may be requested or required to enter the cage to perform a service or to any other customers of the Data Center.
2. Customers must take all necessary precautions to ensure the physical security of property contained within their customer location(s). Cage and cabinet doors must be secured at all times when a Customer is not physically present.
3. Customers must remove all refuse materials (which include, but are not limited to boxes, crates, corrugated paper, plastic, foam packing materials, and any other materials which are non-essential to the operation of Customers' equipment) in the Customer Area from the Customer and Common Areas within eight (8) hours. Materials must be placed in designated disposal receptacles.
4. The creation of "office space" within the Customer Area on the Data Center Floor is prohibited.
5. All spare equipment shall be stored in a cabinet or must be kept in approved plastic or metal containers. Containers must be sealed, stacked neatly, and cannot impede ingress/egress or cooling.
6. "Un-racked", operating equipment outside of cabinets or racks, is strictly prohibited.
7. No combustible material, i.e., cardboard, foam, or paper may be stored in Customer cabinet or cage.
8. Remote Hands Service requests may be denied should Customer's Cage, Cabinet or Suite be identified as noncompliant with Inland Fiber Data Center Policies regarding refuse and combustible materials.
9. Customer may not hang or mount anything on the cage mesh walls or cabinets unless authorized by the Data Center Management staff.
10. The tops of the cabinets or ladder rack may not be used for physical storage.
11. To ensure maximum ventilation Blanking Panels must be utilized on all open rack spaces within and between racks at all times.
12. Unsecured cabling across aisles or on the floor is strictly prohibited. All devices must be installed in racks or cabinets. Ladder racking must support all cabling between rows.

13. Cable wrapping, wire management, zip ties and/or Velcro, must be used to organize cabling in a rack or cabinet. Should Customer need assistance with cable management, Customer may open a trouble ticket with Inland Fiber
14. Cabling must not obstruct airflow/ventilation/AC (perforated tiles) or access to power strips.
15. Remote Hands Service requests may be denied should Customer's Cage, Cabinet or Suite be identified as noncompliant with Industry Best Practices. Industry Best Practices for cabling standards is the Telecommunications Industry Association/Electronic Industries Association (TIA/EIA) Cabling Standards 568 and 569.
16. Inland Fiber reserves the right to decline implementation of a Change Order if Inland Fiber determines the Customer cage, cabinet or cabling is not in compliance.
17. Customers in violation will be notified by Inland Fiber in writing and Customer must remedy the situation immediately. SLAs do not apply until the cage, cabinet or cabling complies with the requirements.
18. If Customer intends to use Remote Hands Services, all devices and cabling must be clearly labeled in a unique naming fashion. In order to reduce confusion, there should never be two devices or cables with the same name. Inland Fiber recommends that Customer should not use its name as a naming convention to protect Customer privacy and confidentiality. For additional security purposes, external I.P. addresses should not be visible from outside of the customer's space.
19. Non-compliance with any of the cage, cabinet or cabling requirements will result in notification to Customer and a request that the Customer promptly act to remedy the situation. Customer failure to remedy the situation will result in assessment of time and material fees if Inland Fiber takes action to make the Customer cage, cabinet or cabling compliant.
20. Customer may not climb onto cabinet and or scale cage walls. Customer must request Data Center Staff assistance when needing to access cabinet / rack tops.
21. Customers may not make physical alternations or modifications to the space, without prior written permission from Inland Fiber.
22. Customer failure to remedy any violation of the Inland Fiber Data Center policies will result in assessment of time and material fees if Inland Fiber takes action to make the Customer Cabinet, Cage or Suite compliant with the policies set forth.

**H. Rack/Cabinet Doors**

1. Cabinet doors may be removed while Customer is working within the cage and must be replaced before Customer exits the Data Center.
2. If Customer cabinets are equipped with doors, the doors must be closed when Customer is finished working on devices. Should the locks or doors not function properly; Customer should contact the onsite Data Center Management staff for assistance. Do not pry, bend, or force the doors open. Customer shall be responsible for any repair charges associated with any damage to doors caused by Customer.
3. Cage doors should be closed and locked to prevent unauthorized access.

**I. Floor Tiles**

1. Customers are prohibited from lifting or moving floor tiles. The sub-floor area is a restricted area, accessible by Inland Fiber staff only. The perforated tiles are strategically placed for HVAC cooling patterns. If Customer is experiencing temperature problems, Customer should notify Inland Fiber to open a trouble ticket. Only Inland Fiber staff are permitted to access the sub-floor.

**J. Data Center Equipment**

1. Data Center equipment such as tools, dollies, carts, server lifts, monitor and keyboards will be available to Customers on a first-come, first-served basis. The customer is responsible for all loaned equipment while it is checked out and shall return the equipment immediately.
2. Modification of equipment on loan from the Data Center is not permitted without prior written approval from Data Center management.

**K. Shipping and Receiving**

1. Customer may bring small “hand carry” equipment through the lobby. Customer may contact Data Center Staff for assistance. Large amounts of equipment, shipments or large devices must enter the Data Center through shipping/receiving dock. Customers must notify Inland Fiber management of any such deliveries that will require processing through the loading dock by submitting a Delivery Notification e-mail to the e-mail address below:

   support@inlandfiber.com

2. Hand carried equipment brought into the Data Centers may require Inland Fiber technician assistance with the installation to help calculate the additional power draw of any new equipment being added to a customer’s rack. This assistance is to help ensure customer power SLAs are not jeopardized. To ship equipment, contact Inland Fiber 10 days prior to shipment delivery to alert the Data Center of a delivery.
3. All packages shipped to the Data Center must have the Customer’s name on the shipping label. Unidentified packages are a security risk. Any unidentified packages delivered to the Data Center will be refused for security reasons. Packages and smaller shipments will be received and stored in the locking cages in the Customer Staging area. Customers will need to coordinate the pick-up of such items within a period of time no longer than two weeks.
4. Unless agreed to in writing by Inland Fiber, all equipment received at the Loading Dock must be removed to the Customer Area or other authorized area, within 4 days of its arrival at the Data Center. Customer will be charged storage fees for any equipment remaining in the Loading Dock area more than 4 days.
5. Data Center staff will not move, unpack, or uncrate any Customer owned equipment (racks, cabinets, racks of equipment, etc.) greater than 300 pounds. The customer is responsible for unpacking, uncrating, and movement of heavy equipment to the Data Center floor, including all associated costs.
6. Customer, in coordination with the Data Center staff, must implement appropriate protection plans to prevent damage to Data Center infrastructure (plywood on raised floors, cage wall removal, overhead clearance, etc.). Observe posted signage in the shipping/receiving area that egress points to raised floor areas noting that Customer should “Please contact Data Center staff before moving equipment greater than 300 pounds to the Data Center floor.”
7. The Data Center will not pack and ship any Customer owned equipment. The Customer may open a ticket to authorize temporary access for their shipping company to enter their cage and cabinet, or to have the data center staff de-rack a device and make it available to the Customer’s shipping company.
8. The customer is responsible for ensuring their shipper provides all packing material and physically packs the devices for shipping them. Inland Fiber shall not be liable for improper packing and shipping of Customer owned devices.

**L. Audits**

1. All Customer requests for audits shall be made in writing and submitted to Inland Fiber. All desired audit points must be defined in the request for review. Unauthorized audits are strictly prohibited.

**M. Removal of Equipment at End of Term**

1. Unless otherwise agreed to in writing, the Customer will have all customer-owned hardware removed from the Data Center at the end of their contracted term. Customer-owned hardware remaining in the Data Center after the becomes the property of Inland Fiber. If additional time is required for the removal of Customer-owned hardware, please open a ticket with the support desk support@inlandfiber.com
2. Upon termination or expiration of Service, Customer must leave the Space in as good condition: normal wear and tear excepted, as it was at the Commencement Date, and must remove any Customer Equipment and other Customer property from the Space.

**N. Web Cams and Audio Monitoring devices**

1. Web cams may be permissible as long as they are fixed-mount placements with no pan-tilt-zoom capabilities and the field of view is limited to Customer’s cage floor space ONLY. The camera manufacturer and model number must be submitted through the change order process to be given the opportunity for Data Center Management to conduct an Engineering Review of the camera. Cameras found not to be compliant will not be allowed into the center.
2. The Data Center Management staff must verify the field of view of all cameras. Should the device be moved after verification, Inland Fiber reserves the right to deny the use of the camera until it is in compliance with the limited field

of view requirements. Data Center Management will disable any camera found to be non-complaint through physical means, until the camera can be proven to be in compliance.
3. Audio monitoring and audio capture devices are expressly forbidden in the Data Center.

**O. Environmental Devices**

1. Readings from Customer installed environmental sensing devices in a cage or cabinet will be considered secondary to Inland Fiber's environmental monitoring. Individual or free-standing electrical devices such as humidifier/dehumidifier, fans, air circulators, or air filters are not permitted in cage areas or cabinets. Fans integrated into racked equipment (servers, routers, switches) and customer provided racks are permitted. Should Customer need assistance with environmental conditions, Customer may open a trouble ticket with Inland Fiber.

**P. Customer Provided Racks**

1. Customers may provide their own racks or cabinets upon Inland Fiber's inspection and confirmation of their compliance to the customers contracted space. The dimensions and height of the Customer provided cabinet must be listed in the SOW. Inland Fiber will participate in the installation of the Customer provided racks to ensure proper grounding and compliance with all applicable ordinance codes.
2. If the height or depth is greater than the specified Inland Fiber standard, the rack or cabinet must be reviewed by Inland Fiber for weight, HVAC impact, and CCTV camera field of view impairment.
3. Additional Space may be required if a standalone Inland Fiber locking cabinet exceeds the maximum allowable power as defined in the collocation services agreement or if a Collocation Suite or Custom Data Suite exceeds the maximum allowable watts per square foot of power utilization as defined in the Master Services Agreement.

**Q. Customer Provided Power Strips**

1. Use of customer provided power strips must be discussed and reviewed with Inland Fiber account team. Power strips must be UL or industry approved; provide some type of over-current protection; and must be mounted in the racks. If Inland Fiber determines the receptacles need to be changed to accommodate the Customer provided power strips; additional charges may apply.
2. Customers are prohibited from plugging their own power strips into Inland Fiber or customer provided power strips (daisy-chaining). This is in violation of electrical and safety codes and Inland Fiber reserves the right to demand their removal. Any violations of this policy must be rectified within one business day. Failure to correct this violation after one business day is a material breach of the terms of the customer's contract.
3. Customer provided power strips are considered custom power.
4. Inland Fiber shall not be responsible for an outage caused by a Customer provided power strip.
5. Customer requested power audits must be requested via the remote hands ticket process.
6. Inland Fiber may conduct periodic power audits of Customer Space. Any violation of power limitations must be addressed immediately.

**R. Customer Provided Additional Security Devices**

1. Customers are not allowed to add security devices that would hinder Inland Fiber's access to the cage or cabinet. This is for security and safety reasons. Inland Fiber must have access to all areas of the Data Center at all times.

**S. Service Level Agreement**

1. **Performance Guarantee** – Provider will maintain its Services in such a manner as to provide to all customers the best possible performance. Provider will take all possible measures to ensure all Customer traffic reaches its destination in a timely fashion comparable and within reason to any other carrier in the area. These measures include the manipulation of routing tables so as to direct traffic to the Internet using its best possible upstream link. Provider makes the following guarantees to Customer:

1.1. 100% power for Customers who have purchased and are utilizing redundant A & B power circuits and the utilization is under 40% on each circuit.

1.2. Supply inlet air temperature ("Environmental Temperature") will remain between 60 and 80 degrees Fahrenheit and relative humidity ("Environmental Humidity") will remain between 35% and 50%

2. **Exclusions** - This Service Level Agreement does not cover outages due to scheduled network and/or facility maintenance, of which Customer will be notified in writing at least 10 business days in advance and will not exceed 30 minutes per month and will be scheduled during the hours of 12 a.m. to 5 a.m. local time.

3. **Customer Credits** - Customer may request the following credits in the event the above performance metrics are not met:

Power Availability - If Service Provider fails to meet the Power Availability SLA, Customer is entitled to a power credit equal to the percentages identified in the table below for each month in which the failure occurred:

| *Power Availability Percentage* | *Service Credit (% of the Order's Power Monthly Fee)* |
|---|---|
| ≥99.70% and <100.00% | 5% |
| ≥99.50% and < 99.70% | 10% |
| < 99.50% | 15Chris% |

Environment Availability - If Provider fails to meet the Environmental Temperature SLA, Customer is entitled to a space credit equal to the percentages identified in the table below for each month in which the failure occurred:

| *Environment Temperature Percentage* | *Service Credit (% of the Order's Space Monthly Fee)* |
|---|---|
| ≥55.0° and <59.9° or ≥80.0° and <84.9° | 5% |
| ≥50.0° and <54.9° or ≥85.0° and <89.9° | 10% |
| <49.0° or ≥90 | 15% |
| *Environment Humidity Percentage* | *Service Credit (% of the Order's Space Monthly Fee)* |
| ≥15.0% and <19.9% or ≥80.0% and <84.9% | 5% |
| ≥10.0% and <14.9%or ≥85.0% and 89.9% | 10% |
| <9.9% or ≥90% | 15% |

Chronic Failure: If, in any 3 consecutive calendar month period, Provider fails to meet any the service level described in this SLA, each such failure continuing for 90 or more consecutive minutes for power or temperature on two (2) or more Separate occasions or for more than 24 consecutive hours, then Customer, as Customer's sole and exclusive remedy, may in its sole discretion terminate this Agreement, by written notice given to Provider within thirty (30) days after the failure giving rise to the termination right. "Separate" when used in SLA as an adjective to describe any failure to meet a service level (an "Event"), shall mean the situation where such Event is a distinct occurrence arising from a distinct and different root cause and sufficiently and reasonably separated in time from any prior or subsequent such Event such that the cause of such repeated Event would be reasonably expected to arise from an unrelated root cause.

## T. Support Response Commitment

Provider service support for colocation Service is available 24 x 7. Provider commitment is to respond to any failure of Customer's colocation Service within the following time frames following Provider confirmation of such failure:

| **Severity** | **Response Time** |
|---|---|
| **Critical** | 20 Minutes |

| | |
|---|---|
| **High** | 30 Minutes |
| **Medium** | 45 Minutes |
| **Low** | 1 Hour |

| **Severity** | **Description** |
|---|---|
| Critical | The service is inoperable or unable to operate in a substantial manner. Revenue is being lost or services levels are severely affected, and the restoration is vital for Customer to avoid further revenue losses. |
| High | The service is impaired but, in a manner, where it remains largely operational. The service is operational but has a problem which causes regular service failures or repeated failures. |
| Medium | Ongoing maintenance of systems. |
| Low | Issues does not have direct impact to performance. |

## Schedule 4.0
## Cross Connect/Interconnect Service Order




### Service Order

P.O. Box 7378
Winter Haven, FL 33883

**Customer Information**

DSM Technology Consultants
6810 New Tampa Highway
Lakeland, FL 33815

| Service Order |
|---|
| **Service Order #:** |
| Date: |
| Sales Rep.: |
| All Quotes are valid for 30 calendar days unless otherwise noted. |

## Services Details

RECURRING CHARGES

| Description | Service Term | Qty | Rate | Amount |
|---|---|---|---|---|
| Interconnects within building | MTM | | $150.00 per | $ |

**Total Recurring Charges: USD $**

## Terms and Conditions

This Service Order shall be binding as of the latter-dated signature below. The term of this Service Order, as set forth above in the "Service Details" section (the "Term"), shall commence on the date Customer's ordered Services are available for use by Customer (the "Service Commencement Date ").

This Service Order is made subject to the terms and conditions of the master services agreement and related service schedule between Customer and IF&D Datasuites. If no master services agreement or services schedule is currently in place between the parties, this Service Order shall be subject to the terms and conditions of each of IF&D Datasuites form Master Services Agreement and applicable form Services Schedule (colocation, network, and/or managed services).

Each of Customer and IF&D Datasuites hereby consents to the execution of this Service Order by electronic means, including, without limitation, via Adobe e-signature products, and agrees that any such signature shall be deemed an original for all purposes hereunder.

**Agreed to by IF&D Datasuites, LLC Authorized signatory:**

Signature: _____

Print Name: _____

Title: _____

Date: _____

**Agreed to by Customer's Authorized signatory:**

Signature: _____

Print Name: _____

Title: _____

Date: _____

**Schedule 4.1**
**Cross Connect/Interconnect Letter of Authorization**



inland fiber
P.O. Box 7378 | Winter Haven, FL 33883

**Date**

## Cross-Connect/Interconnect Letter of Authorization

| Customer Information | | IF&D Datasuites, LLC Information | |
|---|---|---|---|
| **Customer Name:** | | **Project Coordinator:** | |
| **Contract ID:** | | **Order Number:** | |

Subject to the conditions set forth in the Master Services Agreement hereby authorizes **Customer** to make cross-connects to IF&D Datasuites, LLC panel located in the following Facility:

| Address: | Circuit ID: | Demarcation: |
|---|---|---|
| | | |

This authorization is limited to the aforementioned cross connect and applies only at the site listed above and no others. **Customer** shall not have the authority or right to assume, make, execute, incur, or otherwise create any obligation or commitment on the part of IF&D Datasuites, LLC. Without limiting the foregoing, nothing in this letter shall be construed to obligate IF&D Datasuites, LLC to make any payment to any other person or entity with relation to any arrangement, order or transaction placed or undertaken by **Customer.**

This authorization is subject to change up to the date of delivery of the Service(s). In the event of a change, a new Letter of Authorization will be issued. This authorization expires on the date that the circuit that is installed using this LOA/CFA is disconnected from Customer's network, and is not automatically re-usable by Customer, or their designated agent(s), for subsequent orders without written approval of IF&D Datasuites, LLC.

# Schedule 1

The following sets forth the essential terms that are incorporated into the above-referenced Master Services Agreement. The parties' signatures below evidence their agreement with respect to all terms and conditions of said Agreement and all attached Schedules.

**Customer Company Name:** **City of Winter Haven**

**Contract Term (years):** **10 Year**

**Effective Start Date:** **Date of Install**

**Term Expiration Date:**

| PROVIDER AND CLIENT CONTACT INFORMATION | | |
|---|---|---|
| **Name** | **IF&D Datasuites, LLC** | **City of Winter Haven** |
| **Billing Address** | P.O. Box 7378<br>Winter Haven, FL 33883 | Attn: Mike Adams<br>551 Third Street NW<br>Winter Haven, FL 33881 |
| **Representative** | Kevin Wing<br>Chief Operating Officer<br>Mobile: 863.899.6628<br>kwing@inlandfiber.com | Hiep Nguyen<br>CTO<br>863.291.5679<br>hnguyen@mywinterhaven.com |
| | | |

**Customer Implementation Information**

| Customer Implementation Information | |
|---|---|
| **Service Address** | 199 Ave B NW, Winter Haven, FL 33881 |
| **Suite** | 400 |
| **Rack(s)** | Cage 1 (5 Total Rack Spaces)<br>Initial install and billing will be for 4 racks, 5th rack space will not be billed unless the City of Winter Haven chooses to add a 5th rack to the space. |

## Pricing & Service Detail

| Monthly Recurring Charge(s) | | | | |
|---|---|---|---|---|
| **Item #** | **Description** | **QTY** | **Unit Price** | **Total** |
| 1 | **DC-Cabinet**<br>Suite 400 Cage 1 – 5 Total Rack spaces, 5th space to be billed when the City of Winter Haven adds the 5th rack. | 4 | 625.00 | 2,500.00 |
| 2 | **DC-Power**<br>Power Circuit (A&B) C12, C13 - 208/20A - Metered Power (A&B) Submeter<br>Power Rate 1.15 UPS and 1.4 HVAC | 1 | Variable Monthly Use | |
| 3 | **DC-Cross Connect**<br>Network Cross Connect - IFD-4980202-400C601-236-00 (May 2019) | 1 | 75.00 | 75.00 |
| 4 | **DC-Cross Connect**<br>IFD-498S3P1-400C1201-236-00 - Suite 498 T1 Demark shelf 3 Port 1 Carrier id 091pxx707066 Suite 400 Rack C12 - (June 2020) | 1 | 125.00 | 125.00 |
| 5 | **DC-Cross Connect**<br>FD-498S3P1-400C1201-236-00 - Suite 498 T1 Demark shelf 3 Port 1 Carrier id 091pxx707066 Suite 400 Rack C12 - (June 2020) | 1 | 125.00 | 125.00 |
| 6 | **DC-PDU** Inland Fiber will provide PDU's to all of the rack | 6 | 50.00 | 300.00 |
| | | | ***Total Monthly Recurring Charges** | **$ 3,125.00** |

*Total Monthly Recurring Charges does not include metered power circuits.

| Year of Term | Rack Rate |
|---|---|
| 1 | $ 625.00 |
| 2 | $ 643.75 |
| 3 | $ 663.06 |
| 4 | $ 682.95 |
| 5 | $ 703.44 |
| 6 | $ 724.55 |
| 7 | $ 746.28 |
| 8 | $ 768.67 |
| 9 | $ 791.73 |
| 10 | $ 815.48 |

AGREED TO AND ACCEPTED BY:

**IF&D DATASUITES, LLC**
By: _____
Name: Kevin Wing
As its: Chief Operating Officer

**City of Winter Haven**
By: _____
Name: _____
As its: _____

## CITY OF WINTER HAVEN CONTRACT ADDENDUM

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

Name of Vendor: IF&D Datasuites, LLC, d/b/a Inland Fiber
199 Avenue B, N.W.
Winter Haven, FL 33881

Name of Contract: Inland Fiber Master Services Agreement dated September 9, 2024; Schedule 1; Schedule 2; Schedule 4.0; Schedule 4.1

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

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

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

(b) Copies of the Inland Fiber Master Services Agreement dated September 9, 2024; Schedule 1; Schedule 2; Schedule 4.0; and Schedule 4.1 are made a part hereof by reference.

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

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

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

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

(g) Vendor and the City acknowledge that the City's entry into the Contract,

remission of payments, and performance thereunder, is contingent upon the terms and conditions set forth in this Addendum.

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

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

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

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

**§ 2. Definitions.**

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

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

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

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

**§ 3. Primacy of Addendum.**

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

## § 4. Calculation of Time.

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

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

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

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

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

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

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

**§ 7. Public Records Compliance.**

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

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

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

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

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

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

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

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

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

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

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

**§ 9. Required Clauses.**

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

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

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

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

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

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

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

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

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

**§ 10. Force Majeure.**

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

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

**§ 11. Notices.**

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

THE CITY:

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

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

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

VENDOR:

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

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

**§ 12. Compliance with Laws.**

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

**§ 13. Assignment by Vendor.**

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

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

[*Signatures Follow on Pages 10 and 11*]

***City of Winter Haven Contract Addendum***
**to:**
***Inland Fiber Master Services Agreement dated September 9, 2024;***
***Schedule 1; Schedule 2; Schedule 4.0; and Schedule 4.1***

**Signature Page for Vendor**

**Vendor:**

Executed this 3 day of December, 2024

By: _____

Name: Kevin Wing

Title: COO

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 3 day of Dec, 2024, by Kevin Wing as Chief Operating Officer on its behalf, ☑ who is personally known to me or ☐ who has produced _____ as identification.

CLAUDIA TRIOLO
Notary Public
State of Florida
Comm# HH461084
Expires 11/2/2027

Claudia Triolo
Notary Public, State of Florida
Printed Name: Claudia Triolo
My commission expires: 11/2/2027

***City of Winter Haven Contract Addendum***
**to:**
***Inland Fiber Master Services Agreement dated September 9, 2024;***
***Schedule 1; Schedule 2; Schedule 4.0; and Schedule 4.1***

**City of Winter Haven, Florida:**

Executed this ____ day of _____, 2024

By: _____
City Manager

Attest:

_____
City Clerk

Approved as to Form and Legal Sufficiency:

_____
City Attorney

## Affidavit Regarding the Use of Coercion for Labor and Services

State of Florida
County of __Polk_____

Name of Vendor: ____IF&D Datasuites LLC, d/b/a Inland Fiber_____

Address: ____199 Ave B NW, Winter Haven FL, 33881_____

Phone Number: ___863.256.0010 _____

Authorized Representative's Name: ___Kevin Wing_____

Authorized Representative's Title: _____COO_____

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

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

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

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

The foregoing instrument was acknowledged before me this 3 day of Dec, 2024, by Kevin Wing, as COO of Inland Fiber, a _____, on behalf of the said _____ who is (✓) personally known to me or (___) produced a _____ driver's license as identification.

Claudia Triolo
Notary Public, State of Florida
Commission no.: HH461084
My commission expires: 11/2/2027

CLAUDIA TRIOLO
Notary Public
State of Florida
Comm# HH461084
Expires 11/2/2027

## Affidavit Regarding Foreign Countries of Concern

State of Florida
County of __Polk_____

Name of Vendor: ____IF&D Datasuites LLC, d/b/a Inland Fiber_____

Address: ____199 Ave B NW, Winter Haven FL, 33881_____

Phone Number: ___863.256.0010 _____

Authorized Representative's Name: ___Kevin Wing_____

Authorized Representative's Title: _____COO_____

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

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

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

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

The foregoing instrument was acknowledged before me this 3 day of Dec, 2024, by Kevin Wing, as COO of Inland Fiber, a _____, on behalf of the said _____ who is (✓) personally known to me or (____) produced a _____ driver's license as identification.

Claudia Triolo
Notary Public, State of Florida
Commission no.: HH461084
My commission expires: 11/2/2027

CLAUDIA TRIOLO
Notary Public
State of Florida
Comm# HH461084
Expires 11/2/2027

DATE: December 10, 2024

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: Authorization for Travel and Training

---

## BACKGROUND

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

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

| | |
|---|---|
| Event: | FLC Federal Action Strike Team (FAST) Fly-In |
| Dates: | February 3 – 6, 2025 |
| Location: | Washinton, DC |
| Attendees: | Mayor Pro Tem Brian Yates |

## FINANCIAL IMPACT

Registration $100, plus hotel/flights/per diem/travel. Expenses associated with the travel and training outlined above and will be accounted for within the City Commission cost center.

## STRATEGIC PLAN ALIGNMENT

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

## RECOMMENDATION

Staff recommends the City Commission authorize travel as outlined above.

## ATTACHMENT

- 2025 FLC FAST Fly-In flyer

FLC
FLORIDA LEAGUE OF CITIES

#FASTFlyIn

# Save the Dates!

# FAST Fly-In

## to Washington, D.C.

### February 4-5, 2025

The **Federal Action Strike Team (FAST) Fly-In** is a federal advocacy trip to Washington, D.C. Events will begin the morning of February 4th and conclude around 5:00 p.m. on the 5th. During this biannual event, attendees will meet with members of Florida's congressional delegation to discuss key federal issues that affect municipalities.

***Due to Florida's Sunshine law, we ask that only one elected official from each city attends.***

**HOTEL INFORMATION & REGISTRATION:**
**Phoenix Park Hotel**
**520 N. Capitol St. N.W.**
**Washington, D.C. 20001**
**Phone: 202.638.6900**

Information about the room block will be provided once you register for the event. The deadline to register is **January 10, 2025**. If you would like to attend the FAST Fly-In, please register by following the link: ***FAST Fly-In Registration***. There is a $100 registration fee.

Please contact Brenda Jones at ***bjones@flcities.com*** or 850.701.3644 with any questions.







DATE: December 23, 2024

TO: Honorable Mayor and City Commissioners

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

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

SUBJECT: Authorization for Travel and Training

---

## BACKGROUND

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

In accordance with the City Commission's Policy, ratification (notce for this meeting was received after the December 9, 2024 City Commission meeting) requested for the following:

| | |
|---|---|
| Event: | Florida Regional Councils Association (FRCA) Policy Board Meeting (on behalf of the Central Florida Regional Planning Council) (CFRPC) |
| Dates: | January 9-10, 2025 |
| Location: | Tallahassee, FL |
| Attendees: | Mayor Nathaniel J. Birdsong, Jr. |

## FINANCIAL IMPACT

Hotel is paid for by the CFRPC, other travel related expenses associated with the travel and training outlined above will be accounted for within the City Commission cost center.

## STRATEGIC PLAN ALIGNMENT

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

## RECOMMENDATION

Staff recommends the City Commission ratify the travel as outlined above.

DATE: January 3, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: Developer's Agreement – Derrick McWaters

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## BACKGROUND

Pursuant to Section 163.370, Florida Statutes, and CRA Resolution R-CRA-21-01, the CRA and/or the City of Winter Haven have the power to make and execute contracts and other instruments, including Developer's Agreements, to exercise its powers under 163.370.

Derrick McWaters has submitted an application for development incentives to include Tax Increment Financing (TIF) rebates consistent with the Housing Investment Program, for a 13-unit multi-family residential infill redevelopment project. The TIF rebate is paid annually from the tax increment generated from the project. The applicant has requested, and provided documentation to support, the reimbursement option of $10,000 maximum rebate per unit.

Total project cost is projected at approximately $2,880,000 and will be financed using approximately 20% private equity and 80% construction loans.

## FINANCIAL IMPACT

There is no direct financial impact associated with the TIF rebate, as this is a reimbursement of a portion of the new tax revenue created by the project itself.

## CRA PLAN ALIGNMENT

- Goal 4: Encourage Housing Investments and Promote Housing Development Opportunities
  - Objective: 4.1 - Continue to evaluate and implement innovative strategies designed to increase housing supply and affordability.
  - Objective: 4.2 – Continue to identify underutilized parcels for redevelopment opportunities within the Downtown District.
  - Objective 4.5 – Work with developers to address the market opportunity for housing and encourage a diverse housing mix that will serve the community's needs and a range of life phases (i.e. seniors, families, and young people).

## ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their November 4, 2024 regular meeting, unanimously recommended approval of the Developer's Agreement to the CRA Board.

## CRA BOARD

The CRA Board, at their December 4, 2024, regular meeting, unanimously approved the Developer's Agreement with Derrick McWaters.

## STRATEGIC PLAN ALIGNMENT

- Pillar: Quality of Life
- Goal: 2.1 – Take a strategic, creative, and locally-specific approach to maximize the availability of attainable (affordable, workforce, attainable) housing opportunities.

Given the project's alignment with the noted CRA goals, it also aligns with the Economic Sustainability Pillar.

## RECOMMENDATION

Staff recommends the City Commission approve the Developer's Agreement with Derrick McWaters.

## ATTACHMENT

- Developer's Agreement

# DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT ("Agreement") is made and entered into as of the day of _____, 2024, by and between **THE CITY OF WINTER HAVEN, a Florida municipal corporation** (hereinafter referred to as the "City"), and **THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY,** a public body created pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), and **DERRICK MCWATERS,** an Individual (hereinafter referred to as "Mr. McWaters"), their successors or permitted assigns.

WHEREAS, pursuant to CRA Resolution R-21-01 and Section 163.370, Florida Statutes, the CRA and/or City have the power to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under Section 163.370 of the Florida Statutes; and

WHEREAS, Mr. McWaters is planning to develop not more than 13 multi-family residential, townhome rental units, as part of an infill redevelopment project, upon certain real property specifically described on Schedule A attached hereto (hereinafter the "Property"): and

WHEREAS, said development is planned to include 13 multi-family residential, townhome rental units to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Florida Building Code, and other local, State and Federal rules and regulations (hereinafter the "Project") that will include attributes that benefit the Downtown Community Redevelopment Area, the City of Winter Haven, and its residents; and

WHEREAS, Mr. McWaters has committed to undertake the construction services necessary to construct the Project upon the Property as described herein; and

WHEREAS, the Project provides a public benefit beyond the geographical boundaries of the Property through the implementation and furtherance of the goals, objectives and policies of the Downtown Community Redevelopment Plan; and

WHEREAS, the Project is located within the Downtown Community Redevelopment Area, will increase the taxable value of the project by at least 100%, and is a project investing at least $2 million dollars; and

WHEREAS, construction costs in the City of Winter Haven are similar to the costs realized in competing regional markets and are coupled with lower market rental rates for Downtown multi-family residential units, potentially creating a pro forma gap; and

WHEREAS, Mr. McWaters has made application to the CRA to receive $10,000.00 total development assistance per multi-family residential unit consistent with the Housing Investment Program pursuant to CRA Resolution R-CRA-21-01, to be paid from the tax increment generated by the Project on the Property, until such time as the payments are completed on a per unit basis, or for as long as the CRA exists, whichever is earlier, and as more specifically set forth herein;

WHEREAS, the Downtown CRA Advisory Committee affirmatively voted by a majority of members present at a regular meeting held November 4, 2024 to recommend approval of the Agreement to the CRA Board and the City.

NOW THEREFORE, in consideration of the terms set forth herein, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Housing Investment Program.** Pursuant to CRA Resolution R-CRA-21-01, Mr. McWaters shall be eligible to receive Tax Increment Financing rebates of not to exceed $10,000.00 per multi-family residential unit developed, to be paid from the actual tax increment revenue received annually by the City and/or CRA as a direct result of the Project upon the Property. The not to exceed $10,000.00 per unit rebate may be paid for as long as the CRA exists, commencing with the tax year when the improvements associated with a particular unit of the Project generate a tax increment and taxes are actually paid and received by the City and/or CRA. However, under no circumstances shall the total rebate exceed $10,000.00 per unit developed. *For example: If a residential unit generates $2,000.00 of tax increment annually, the not to exceed $10,000.00 rebate would be satisfied after the 5th annual payment. Once the cap and/or maximum amount of $10,000.00 Tax Increment rebate is paid to Mr. McWaters then no further payments as to this incentive shall be due and/or payable for such individual units.* The payment of the not to exceed $10,000.00 per unit rebate is subject to actual receipt by the City and/or CRA of tax increments for the subject units.

3. **Appropriation and Availability of Funds.** Tax Increment Financing rebates authorized by this Agreement are subject to appropriation and availability as determined by the CRA and/or the City and shall be limited as defined in Section 2 above of this Agreement, or the expiration/termination of the CRA, whichever is earlier.

4. **Payment.** Provided the terms of this Agreement are satisfied, the CRA and/or the City shall issue payment of the applicable Project Tax Increment contemplated in this Agreement to Mr. McWaters, their successors or permitted assigns, within 30 days upon the City's and/or CRA's actual receipt of tax payments in full made by Mr. McWaters for the subject Property and provided a final report issued by the Polk County Clerk of the Courts certifying the annual tax increment for the CRA is received by the City and/or CRA.

5. **MR. MCWATERS Default.** Subject to the provisions of Section 7.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by Mr. McWaters hereunder:

   5.1 Mr. McWaters defaults in the performance of any material obligation imposed upon it under this Agreement and Mr. McWaters does not commence to

cure such default within thirty (30) days after delivery of notice of such default from the City and/or CRA and diligently pursue such cure to completion thereafter within forty-five (45) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time, or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time; or

5.2 Any express statement, representation or warranty made by Mr. McWaters herein or in any writing now or hereafter furnished in connection herewith that is false in any respect and which materially affects the rights, duties or obligations of the City and/or the CRA hereunder; or

5.3 (i) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating Mr. McWaters bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of Mr. McWaters or of all or a substantial part of its assets, or (ii) there is otherwise commenced as to Mr. McWaters or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any stay thereof expires;

5.4 Upon the occurrence of any Event of Default by Mr. McWaters hereunder; the City and/or CRA shall have all available remedies including: (a) the right to terminate this Agreement and stop any disbursements of funds by the City and/or the CRA hereunder, including the reimbursements and annual payments set forth above; and (b) to immediately enforce any of its rights under this Agreement and/or to seek any other remedies available to the City and/or the CRA at law or equity.

5.5 Notwithstanding anything to the contrary herein, Mr. McWaters shall not be liable 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 whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

6. **City and/or CRA Default; Remedy.**

6.1 Subject to the provisions of Section 7.11 below of this Agreement, the occurrence of any one or more of the following and the continuance thereof for the period of time hereinafter provided shall constitute an Event of Default by the City and/or the CRA hereunder:

6.2 If for any reason the City and/or the CRA fails to timely complete any or all of its obligations under this Agreement and the City and/or the CRA does not commence to cure such default within thirty (30) days after delivery of such notice of default from Mr. McWaters and diligently pursue such cure to completion within forty-five (45) days after delivery of such notice as to any default which by its nature is capable of being cured within such period of time or within a reasonable period of time as to any default which by its nature is not capable of being cured within such period of time. If the City and/or the CRA do

not receive and/or are unable to appropriate sufficient funds in any fiscal year while this Agreement is in effect then any failure to make payment and/or reimbursement to Mr. McWaters as a result thereof shall not constitute a default by the City and/or CRA hereunder.

6.3 If at any time there is a default by the City and/or the CRA which is not cured within any applicable cure period provided herein, Mr. McWaters shall have the right to seek from the City and/or the CRA, all monetary and/or payment obligations of the City and/or CRA as set forth in this Agreement.

6.4 Notwithstanding anything to the contrary herein, the City and/or the CRA shall not be liable 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 whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

7. **Miscellaneous.**

7.1 This Agreement sets forth the entire agreement between the parties, and it supersedes any and all prior oral or written agreements, understandings, representations or warranties between the parties, except as otherwise specified in this Agreement.

7.2 This Agreement may not be amended, modified, altered or changed in any respect, except by a written agreement which is signed by authorized officers of both parties and which makes specific reference to this Agreement and is approved by the CRA Board and the governing body of the City which approval may not be unreasonably withheld, but may be reasonably conditioned and/or delayed as determined solely within the discretion of the City and/or CRA. In the event that Mr. McWaters requests any amendment, modification, change or assignment, in whole or in part, and/or any supplementary action related to the Agreement, then such request must be in writing and accompanied by payment to the City's Director of Economic Opportunity & Community Investment of cleared funds in the amount of $3,500.

7.3 In the event of any litigation related to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs, including, without limitation, any such fees or costs related to appellate or bankruptcy proceedings.

7.4 This Agreement was drafted with the joint participation of the parties hereto and shall be construed neither more strongly against nor in favor of either of them, but, rather, in accordance with the fair meaning hereof.

7.5 Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and admissible into evidence, and all of which together shall constitute one and the same instrument. Further, any facsimile or electronic signature shall be deemed an original signature for purposes of this Agreement.

7.6 The parties hereto agree to execute and deliver such other documents and instruments as any party may reasonably request to effectuate and carry out the provisions of this Agreement.

7.7 The parties agree that they are not partners or joint venturers, and neither is agent for the other.

7.8 This Agreement shall not be binding upon any party until it is executed by all parties. Each individual signing this Agreement on behalf of any corporation or other entity represents and warrants that he or she has the requisite authority to execute this Agreement on behalf of such entity, and by doing so, to bind such entity to all the terms and provisions of this Agreement.

7.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, successors in title, and lawful and permitted assigns. Neither party may assign this Agreement, or delegate its responsibilities hereunder in whole or in part, without the express written consent of the other party and approved by the CRA Board and the governing body of the City which approval by the governing body of the City and/or the CRA Board may not be unreasonably withheld, but may be reasonably conditioned or delayed as determined within the sole discretion of the City and/or CRA. Provided further that the rights and obligations related to any incentives and/or payments set forth in the Agreement may not be assigned, pledged and/or hypothecated in any manner whatsoever in whole or in part absent specific written approval by the governing body of the City and/or the CRA Board which approval may not be unreasonably withheld, but may be reasonably conditioned or delayed within the sole discretion of the City and/or the CRA. The additional fee required in paragraph 7.2 above of this Agreement shall also be required in the event that any assignment in whole or in part, or other similar request is made hereunder. Any effort by Mr. McWaters to attempt to assign, pledge, and/or hypothecate the rights and/or obligations under this Agreement in whole or in part without first obtaining the written approval and/or consent of the governing body of the City and/or the CRA Board shall operate to automatically and immediately invalidate the obligations of the City and/or the CRA under this Agreement and in such event the City and/or CRA shall have no further obligations to make any payments as contemplated in the Agreement and/or provide any parking spaces as contemplated herein.

7.10 No member, official or employee of the City and/or the CRA or the City and/or the CRA staff shall be personally liable to Mr. McWaters or to any person with whom Mr. McWaters shall have entered into any contract, or to any other person in the event of any default or breach by the City and/or the CRA, or for any amount which may become due to Mr. McWaters or any other person under this Agreement.

7.11 Neither Mr. McWaters nor the City and/or the CRA shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, terrorist activity, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities services, lack of transportation, litigation, weather and

other acts or occurrences beyond the control or without the control of such party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and a reasonable time to resume after such delay. The party invoking this Section 7.11 shall deliver notice to the other party as provided in Section 7.19 setting forth the event of Force Majeure. Upon expiration of the event of Force Majeure, either party may notify the other that the event has expired and that the extension of time granted as a result of such delay has ended.

7.12 To the extent permitted by law, including Section 768.28, Florida Statutes (2024), as amended, each party ("Indemnifying Party") agrees to indemnify and defend the other party (the "Indemnified Party") from and against all suits or actions of any kind including attorney's fees (both trial and appellate) and costs incurred by the Indemnified Party brought against the Indemnified Party based on personal injury, bodily injury, death or property damage, destruction received or reasonably claimed to be received or sustained by any person or persons arising out of or in connection with any negligent act or omission of the Indemnifying Party, its agents, employees, or assigns while performing the duties and obligations required by this Agreement. This indemnification shall survive the termination of this Agreement. It is understood and agreed that no party to this Agreement waives any sovereign immunity it may have as provided by applicable law and agrees that any indemnification by the City and/or CRA is subject to the limits of liability set forth in Section 768.28 of the Florida Statutes regardless of whether such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

7.13 The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

7.14 Neither this Agreement nor the obligations imposed upon the City and/or the CRA hereunder shall be or constitute an indebtedness or general obligation of the City and/or CRA or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the City and/or the CRA or other Governmental Authority to levy ad valorem taxes nor a lien upon any properties or funds of the City and/or the CRA or other Governmental Authority. Mr. McWaters agrees that the obligation of the City and/or the CRA to make any payments by the City and/or the CRA to Mr. McWaters pursuant to this Agreement shall be subordinate to the obligations of the City and/or the CRA to pay debt service on any bonds issued by the City and/or the CRA prior to the Effective Date and subject to the receipt of an annual appropriation of sufficient funds by the City and/or CRA in order to make any payments and/or reimbursements contemplated hereunder. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the City and/or CRA in any fiscal year while this Agreement is in effect.

7.15 Nothing contained herein shall be deemed, construed or applied to cause any Governmental Authority, specifically including the City and/or the CRA, to waive its right to exercise its governmental power in any manner other than that which is customary for the exercise of such governmental powers.

7.16 Notwithstanding any other provision of this Agreement, if an audit of the CITY and/or CRA is conducted regarding the payments made under this Agreement and additional evidence and/or information regarding the payments made under this Agreement is required as determined within the City's sole discretion then in that event Mr. McWaters agrees that Mr. McWaters shall reasonably cooperate to provide any and all additional documents as may be reasonably required under the audit and identified by the CITY and/or CRA relating to payments made by the CRA and/or City under this Agreement within thirty (30) calendar days of receipt of the CITY and/or CRA'S written request for same.

7.17 The words "herein" and "hereof" when used in this Agreement refer to this Agreement in its entirety and not solely to any specific sentence, paragraph or section.

7.18 All legal actions rising out of or connected with this Agreement must be instituted exclusively in the State Courts of competent jurisdiction located in Polk County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement without regard to any conflicts of laws provisions.

7.19 Any notices required by this Agreement shall be in writing and shall be either delivered in person, sent by overnight courier such as United Parcel Service or Federal Express, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective three (3) calendar days after the date of postmark; notices delivered in person shall be effective upon delivery; and notices sent by overnight courier shall be effective as of the next business day after being placed into the hands of the courier service, properly addressed; and any time period shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by the parties to this Agreement, in writing from time to time, to the following persons as follows:

For the City:

T. Michael Stavres
City Manager
City of Winter Haven
451 Third Street, N.W.
Winter Haven, Florida 33881

For the CRA:

CRA Board Chairman
City of Winter Haven
451 Third Street, NW
Winter Haven, Florida 33881

| | |
|---|---|
| With a copy to: | Eric Labbe, Director of Economic Opportunity & Community Investment<br>City of Winter Haven<br>451 Third Street, NW<br>Winter Haven, Florida 33881 |
| With a copy to:<br>(which shall not constitute notice) | Frederick J. Murphy, Jr., City Attorney<br>Boswell & Dunlap LLP<br>245 South Central Avenue<br>Bartow, Florida 33831 |
| For Mr. McWaters: | |

Each party shall be responsible for notifying the other party of any change in their address.

*The balance of this page intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

By:_____
Nathanial J. Birdsong, Jr.
As its: Mayor

ATTEST WITH SEAL:

By_____
Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

By_____
Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
in the presence of:

_____

Angela Hilliard
_____
Two Witnesses

THE WINTER HAVEN COMMUNITYREDEVELOPMENT AGENCY

By:_____
Print Name: Brian Yates
As its: Chairman
12-16, 2024.

DERRICK MCWATERS,
an Individual.

_____

_____
Two Witnesses

By:_____
As:_____
_____, 2024.

**Schedule A**

Lots 1 and 2, less the south 37 feet thereof, and lots 3, 4, and 5 of block 6, Lake Shipp Addition, Plat Book 1, Page 96, Publick Records of Polk County, Florida.

And

The south 37 feet of lot 1, Block 6 and the south 37 feet of Lot 2, Block 6, Lake Shipp Addition to Winter Haven, Florida, as shown by map or plat thereof recorded in the Office of the Clerk of Circuit Court in Plat Book 1C, Page 96, Public Records of Polk County, Florida.

Containing .8209 Acres more or less.

DATE: January 3, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Eric Labbe, Director of Economic Opportunity & Community Investment

SUBJECT: 2nd Amendment to Developer's Agreement – The Jade

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## BACKGROUND

The Winter Haven Community Redevelopment Agency (CRA) and the City of Winter Haven (City) entered into a Developer's Agreement dated November 14, 2022 with 1150 WHG LLC (Developer) providing for tax increment financing rebates not to exceed $10,000 per multi-family unit for up to 211 units. The Developer subsequently incurred significant, substantial, and unanticipated development costs concurrent with the construction of Phase 1, requiring an additional investment of approximately $4.6 million, reducing projected profitability by 50%, significantly altering the project pro-forma, and jeopardizing the completion of the project.

On June 10, 2024 the Winter Haven Community Redevelopment Agency approved a First Amendment to Developer's Agreement allowing for a maximum of $385,396.60 to be reimbursed to 1150 WHG LLC for water and waste water connection fees paid for new units rehabbed and made available for occupancy.

In order to further off-set the unanticipated $4.6 million investment, the developer has altered phase 2 of the project to increase the unit count from 211 to 238, an addition of 27 units. In order to fully utilize available CRA incentives the developer has requested to amend the Developer's Agreement to reflect the actual anticipated unit count of 238.

## FINANCIAL IMPACT

There is no direct financial impact associated with the TIF rebate, as this is a reimbursement of a portion of the new tax revenue created by the project itself.

## CRA PLAN ALIGNMENT

- Goal 4: Encourage Housing Investments and Promote Housing Development Opportunities
    - Objective: 4.1 - Continue to evaluate and implement innovative strategies designed to increase housing supply and affordability.
    - Objective: 4.2 – Continue to identify underutilized parcels for redevelopment opportunities within the Downtown District.

- Objective 4.5 – Work with developers to address the market opportunity for housing and encourage a diverse housing mix that will serve the community's needs and a range of life phases (i.e. seniors, families, and young people).

## ADVISORY COMMITTEE RECOMMENDATION

The Downtown CRA Advisory Committee, at their November 4, 2024 regular meeting, unanimously recommended approval of the 2nd Amendment to Developer's Agreement – The Jade (1150 WHG, LLC) to the CRA Board.

## CRA BOARD

The CRA Board, at their December 4, 2024 regular meeting, unanimously approved the 2nd Amendment to Developer's Agreement – The Jade.

## STRATEGIC PLAN ALIGNMENT

- Pillar: Quality of Life
- Goal: 2.1 – Take a strategic, creative, and locally-specific approach to maximize the availability of attainable (affordable, workforce, attainable) housing opportunities.

## RECOMMENDATION

Staff recommends the City Commission approve the 2nd Amendment to Developer's Agreement – The Jade.

## ATTACHMENT

- Draft 2nd Amendment to Developer's Agreement

## SECOND AMENDMENT TO DEVELOPER'S AGREEMENT

This Second Amendment to Developer's Agreement (this "**Second Amendment**") is dated _____, 2024 by and between THE CITY OF WINTER HAVEN, a Florida municipal corporation (the "**City**"), THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY, a public body created pursuant to Chapter 163 of the Florida Statutes, (the "**CRA**"), and 1150 WHG LLC, a Florida limited liability company ("**Developer**"), (each a "**Party**" and collectively, the "**Parties**").

**WITNESSETH:**

**WHEREAS**, the City, CRA, and Developer are parties to that certain Developer's Agreement dated November 14, 2022 regarding an up to 211 unit multi-family housing project being developed in two (2) phases (the "**Developer's Agreement**"); and

**WHEREAS,** the Developer has indicated that it has incurred significant, unanticipated cost increases substantially altering the project pro-forma and jeopardizing completion of the project; and

**WHEREAS,** the Developer has secured additional funds towards the completion of the project and reduced the projected profitability of the project by approximately 50%; and

**WHEREAS,** Developer has indicated that additional capital cannot be obtained for this project at this time; and

**WHEREAS**, on June 10, 2024 the Parties entered into a First Amendment to Developer's Agreement ("First Amendment") to allow an amendment to add Paragraph 2.5 to the Developer's Agreement regarding provisions for a per Unit Utility and Infrastructure Reimbursement Grant; and

**WHEREAS,** modifying the development plan for the second phase, to increase the total unit count from 211 to 238, will improve profitability, allowing the Developer to additionally underwrite unanticipated cost increases; and

**WHEREAS,** completion of the project provides a public benefit beyond the geographical boundaries of the property through the implementation and furtherance of the goals, objectives and policies of the Downtown Community Redevelopment Plan; and

**WHEREAS**, the City and Developer desire to amend the Developer's Agreement, pursuant to this Second Amendment to include an additional 27 units, bringing the total number of units eligible for the Housing Investment Program and Smart City Bonus to 238; and

**WHEREAS**, except as amended herein, all of the terms and conditions of the Developer's Agreement and the First Amendment to Developer's Agreement are

reaffirmed by the City, CRA and Developer.

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants, terms, and conditions contained in the Developer's Agreement, the First Amendment to Developer's Agreement, where applicable, and this Second Amendment, where applicable, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**§ 1. Incorporation of Recitals.**

The above whereas clauses are hereby incorporated, deemed true, and are a factual basis for this Second Amendment.

**§ 2. Amendment to 2nd Recital**

The 2nd recital is hereby amended to read as follows:

WHEREAS, 1150 WHG is planning to convert a 330 room partially renovated motel into 238 one (1) and two (2) bedroom multi-family residential units upon certain real property generally identified as follows (hereinafter the "Property"):

1. Winter Haven Gardens Inn and Suites, (formerly Holiday Inn) 1150 3rd St SW, Winter Haven, FL 33880, Polk County Property Appraiser Parcel Identification number 26-28-32-000000-011050

**§ 3. Amendment to 3rd Recital**

The 3rd recital is hereby amended to read as follows:

WHEREAS, said development is planned to include the construction of up to 238 multi-family units and associated transportation, utility, and infrastructure improvements to be constructed in accordance with the City's Comprehensive Plan, Unified Land Development Code, Building Code and other local, State and Federal rules and regulations (hereinafter the "Project") that will include attributes that benefit the Downtown Community Redevelopment Area, the City of Winter Haven, and its residents; and

**§ 4. Balance of Developer's Agreement.**

All other provisions of the Developer's Agreement and the First Amendment to Developer's Agreement, unless expressly amended or modified by this Second Amendment, shall remain in full force and effect.

**§ 5. Counterparts; Electronic or Facsimile Signatures.**

This Second Amendment may be signed in counterpart with electronic or facsimile

signatures constituting original signatures for all intents and purposes.

**§ 6. Amendments.**

Any further amendments to the Developer's Agreement, as amended, shall be made in writing and signed by the Parties pursuant to Paragraph 8.2 thereof.

**§ 7. Effective Date.**

The Effective Date of this Second Amendment shall be the date upon which both the City's governing body and the CRA Board approve this Second Amendment.

[*The balance of this page intentionally left blank.*]

Signatures follow on Pages 4 through 6.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Developer's Agreement as of the date first above written.

CITY OF WINTER HAVEN, FLORIDA:

THE CITY OF WINTER HAVEN, FLORIDA, a Florida municipal corporation

_____
By: Nathaniel J. Birdsong, Jr.
As its: Mayor

ATTEST WITH SEAL:

_____
By: Vanessa Castillo, MMC, City Clerk

Approved as to correctness and form:

_____
By: Frederick J. Murphy, Jr., City Attorney

Signed, sealed and delivered
In the presence of:

Angela Hilliard

THE WINTER HAVEN COMMUNITY REDEVELOPMENT AGENCY
By: _____
Print Name: Brian Yates
As its: Chairman
Date: December 16, 2024

1150 WHG LLC,
a Florida limited liability company, Developer:

1150 WHG LLC, a Florida limited liability company
By: EV AL RCP WHG LLC, a Delaware limited liability company

_____

_____
By: Jack Boyajian
Its: Manager

_____
Two Witnesses

DATE: December 17, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Harmony Master Lift Station Change Order #2 (ITB-23-07)

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## BACKGROUND

On February 27, 2023, the City awarded B&B Underground Construction, Inc. the construction of the Harmony Master Lift Station based on Invitation to Bid (ITB-23-07) in the amount of $7,978,041.00. The new lift station was designed to mirror the Chain of Lakes Master Lift Station (COL-MLS) and will provide capacity for growth in that area, act as a re-pump facility for sewage from the COL-MLS, and accept redirected flow currently from the easterly portion of the utility service area. Change Order #1 was approved on December 11, 2023 in the amount of $56,144.67 to incorporate the new 12-inch force main along W Lake Eloise Drive, for resiliency in redirecting flow to Wastewater Treatment Plant #3 at Pollard Road.

Change Order #2 will incorporate pump base support changes, large access hatches with safety grating, Hydro Ranger level control system, a drop bowl for the newly added 12-inch force main and extended life interior wet well coating.

## FINANCIAL IMPACT

The cost associated with Change Order #2 is $92,523.16 budgeted in Fiscal Year 2024/2025 in account 402-08-323-6301 and is funded through the Florida Department of Environmental Protection State Revolving Fund loan agreement WW53130.

## STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure
- Goal: 3.3 – Ensure an actionable strategy is in place for the future of water resources.
- Strategy: 3.3.2 – Secure financial and technical resources needed to modernize and expand the City's wastewater infrastructure in consideration of projected growth and regulatory changes.

## RECOMMENDATION

Staff recommends the City Commission approve Change Order #2 for the Harmony Master Lift Station to B&B Underground, LLC and authorize the City Manager or his designee to take all further necessary actions necessary thereto.

## ATTACHMENTS

- Harmony Master Lift Station - Change Order #2
- Harmony Master Lift Station - Change Order #2 – Authorization Form

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

## CHANGE ORDER (CO) NO. 02

OWNER/CLIENT: City of Winter Haven PROJECT NO.: ITB -23-07 PROJECT MANAGER: Steve Rheiner

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 23160-021-02 PROJECT MANAGER: John Hannah

CONTRACTOR: B&B Underground Construction, Inc PROJECT NO.: 2022-323C-001-Harmony MLS PROJECT MANAGER: Steve Decker

PROJECT NAME: City of Winter Haven Harmony Master Lift Station

DATE OF ISSUANCE: 10.22.2024 EFFECTIVE DATE: 10.22.2024

**The Contract Documents are modified as follows upon execution of this Change Order.**

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 7,978,041.00

Increase from previously approved Change Orders No. 00 to No. 01:

$ $56,144.67

Contract Price prior to this Change Order:

$ 8,034,185.67

Increase of this Change Order:

$ 92,523.16

Contract Price incorporating this Change Order:

$ 8,126,708.83

### CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Notice to Proceed: 4/21/2023

Substantial Completion (days *and* date): 540 days - 10/12/2024

Ready for final payment (days *and* date): 600 Days - 12/11/2024

Increase from previously approved Change Orders No. 00 to No. 01:

Substantial completion (days): 4 days

Ready for final payment (days): 4 days

Contract Times prior to this Change Order:

Substantial completion (days or date): October 16, 2024

Ready for final payment (days or date): December 15, 2024

Increase of this Change Order:

Substantial completion (days or date): 166 days

Ready for final payment (days or date): 166 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 710 days, March 31, 2025

Ready for final payment (days or date): 770 days, May 30, 2025

| DESCRIPTION OF CHANGE (Attach additional sheets if required.) | DEDUCT | ADD |
|---|---|---|
| B&B No. 2_Pump Support Changes – 4 days | | $32,410.64 |
| B&B No. 4_Change Order Request Change in Hatches Supplied by City – 4 days | | $20,891.67 |
| B&B No. 6_Hydro Ranger – 4 days | | $8,539.75 |
| B&B No. 7_Drop Bowl – 1 day | | $8,659.98 |
| B&B No. 8_Sauereisen Coating – 1 day | | $22,021.12 |
| | | |
| Time Delay in shipping of MCC Components | | 152 days |
| | | |
| | | |
| | | |
| SUBTOTAL | | $92,523.16 |

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

ATTACHMENTS
(List documents supporting change.)

B&B No. 2_Pump Support Changes_$32,410.64 – 4 days
B&B No. 4_Change Order Request Change in Hatches Supplied by City_$20,891.67 – 4 days
B&B No. 6_Hydro Ranger_$8,539.75– 4 days
B&B No. 7_Drop Bowl_$8,659.98 – 1 days
B&B No. 8_Sauereisen Coating_$22,021.12 – 1 days
B&B Formal Email for Time Extension of 152 days

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Date: 10.22.2024 | Date: _____ | Date: 22 OCTOBER 2024 |

Approved by Funding Agency (if applicable):

_____ Date: _____

| Harmony Master Lift Station<br>City of Winter Haven<br><br>Extra Work Item No. 02 | DESCRIPTION<br>The contract drawings depict a concrete below the base elbow as providing a 4.5 inch clearance below the pump.<br>The shop drawings for the pump bases depict the clearance needs to be a minimum of 14.75 inches. | | | | |
|---|---|---|---|---|---|
| **Labor Requirements** | **Qty** | **Regular Hr** | **Overtime Hr** | **Labor Rate*** | **Amount** |
| Superintendent | 1.00 | 20.00 | 0.00 | $123.78 | $ 2,475.60 |
| Foreman | 1.00 | 20.00 | 0.00 | $80.00 | $ 1,600.00 |
| Operator | 2.00 | 20.00 | 0.00 | $69.30 | $ 2,772.00 |
| Pipelayer | 1.00 | 20.00 | 0.00 | $54.45 | $ 1,089.00 |
| Laborer | 3.00 | 20.00 | 0.00 | $51.15 | $ 3,069.00 |
| Truck Driver | 0.00 | 20.00 | 0.00 | $62.10 | $ - |
| | | | | | |
| | * Labor Rate Includes Burden | | | | |
| ***Sub Total :*** | | | | | ***$ 11,005.60*** |
| **Equipment Requirements** | **Qty** | **Rate/hr** | **Fuel/Maintenance** | **Duration** | **Amount** |
| Cat 325C Excavator | 1.00 | $137.16 | $0.00 | 20.00 | $ 2,743.20 |
| Komatsu PC300 Excavator | 1.00 | $137.16 | $0.00 | 20.00 | $ 2,743.20 |
| 544 J Loader | 1.00 | $57.62 | $0.00 | 20.00 | $ 1,152.40 |
| Komatsu ck Skid Steer | 0.00 | $48.16 | $0.00 | 20.00 | $ - |
| 2" Pump & Hoses | 0.00 | $9.75 | $0.00 | 20.00 | $ - |
| Dump Truck | 1.00 | $48.29 | $0.00 | 20.00 | $ 965.80 |
| 8" Dewatering Pump w/Header | 1.00 | $62.34 | $0.00 | 20.00 | $ 1,246.80 |
| Misc. Tools & small equipment | 1.00 | $6.44 | $7.73 | 20.00 | $ 283.36 |
| Foreman's Transportation F-250 Pick-Up Truck | 1.00 | $11.12 | $13.34 | 20.00 | $ 489.28 |
| Superintendent's Transportation 2500 HD | 1.00 | $11.12 | $13.34 | 20.00 | $ 489.28 |
| Grading Tractor | 1.00 | $62.33 | $0.00 | 20.00 | $ 1,246.60 |
| Ford Sweeper | 0.00 | $23.45 | $0.00 | 20.00 | $ - |
| Plate Compactors | 2.00 | $11.42 | $0.00 | 20.00 | $ 456.80 |
| * Rates are based on Blue Book Monthly rates divided by 176 for hourly rate | | | | | ***$ 11,816.72*** |
| **Material Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| Concrete | 8.00 | CY | 223.19 | | $ 1,785.52 |
| Reinforcing Steel | 204.00 | lbs | 1.16 | | $ 236.64 |
| All Thread/ nuts/bolts | 1.00 | LS | $983.12 | | $ 983.12 |
| 1.25 coring Bits | 6.00 | EA | $93.12 | | $ 558.72 |
| | | | | | |
| | | | | | |
| | | | | | |
| ***Sub Total :*** | | | | | ***$ 3,564.00*** |
| **Subcontractor Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| Pump Truck | 1.0 | Ea | $1,136.30 | | $ 1,136.30 |
| | | | | | |
| | | | | | |
| ***Sub Total :*** | | | | | ***$ 1,136.30*** |
| **Misc. Requirements** | **Qty** | **Unit** | **Rate** | **Duration (hrs)** | **Amount** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | $ - |
| ***Sub Total :*** | | | | | **$ 27,522.62** |
| | | | Increased Bond& Insurance | 2.40% | **$ 660.54** |
| | | | Profit | 15% | **$ 4,227.47** |
| | | | **TOTAL DIRECT COST :** | | **$ 32,410.64** |
| | | | Contract Time Extension | | **4 days** |

**Remarks**

| Harmony Master Lift Station<br>City of Winter Haven<br><br>Extra Work Item No. 04 | DESCRIPTION<br>Cost Assocated with Changing Wet Well Hatches from Double leaf to Single Leaf as required by Contract.<br>The Owner supplied hatches would not allow for pump Installation. | | | | |
|---|---|---|---|---|---|
| **Labor Requirements** | **Qty** | **Regular Hr** | **Overtime Hr** | **Labor Rate*** | **Amount** |
| Superintendent | 1.00 | 0.00 | 0.00 | $123.78 | $ - |
| Foreman | 1.00 | 0.00 | 0.00 | $80.00 | $ - |
| Operator | 2.00 | 0.00 | 0.00 | $69.30 | $ - |
| Pipelayer | 1.00 | 0.00 | 0.00 | $54.45 | $ - |
| Laborer | 3.00 | 0.00 | 0.00 | $51.15 | $ - |
| Truck Driver | 0.00 | 0.00 | 0.00 | $62.10 | $ - |
| | | | | | |
| | * Labor Rate Includes Burden | | | | |
| ***Sub Total :*** | | | | | ***$ -*** |
| **Equipment Requirements** | **Qty** | **Rate/hr** | **Fuel/Maintenance** | **Duration** | **Amount** |
| Cat 325C Excavator | 1.00 | $137.16 | $0.00 | 0.00 | $ - |
| Komatsu PC300 Excavator | 1.00 | $137.16 | $0.00 | 0.00 | $ - |
| 544 J Loader | 1.00 | $57.62 | $0.00 | 0.00 | $ - |
| Komatsu ck Skid Steer | 0.00 | $48.16 | $0.00 | 0.00 | $ - |
| 2" Pump & Hoses | 0.00 | $9.75 | $0.00 | 0.00 | $ - |
| Dump Truck | 1.00 | $48.29 | $0.00 | 0.00 | $ - |
| 8" Dewatering Pump w/Header | 1.00 | $62.34 | $0.00 | 0.00 | $ - |
| Misc. Tools & small equipment | 1.00 | $6.44 | $7.73 | 0.00 | $ - |
| Foreman's Transportation F-250 Pick-Up Truck | 1.00 | $11.12 | $13.34 | 0.00 | $ - |
| Superintendent's Transportation 2500 HD | 1.00 | $11.12 | $13.34 | 0.00 | $ - |
| Grading Tractor | 1.00 | $62.33 | $0.00 | 0.00 | $ - |
| Ford Sweeper | 0.00 | $23.45 | $0.00 | 0.00 | $ - |
| Plate Compactors | 2.00 | $11.42 | $0.00 | 0.00 | $ - |
| * Rates are based on Blue Book Monthly rates divided by 176 for hourly rate | | | | | ***$ -*** |
| **Material Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| 42 x 61 Single Leaf Hatch | 4.00 | Ea | $ 4,435.22 | | $ 17,740.89 |
| | | | | | |
| | | | | | |
| | | | | | |
| ***Sub Total :*** | | | | | ***$ 17,740.89*** |
| **Subcontractor Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| | | | | | |
| | | | | | |
| | | | | | |
| ***Sub Total :*** | | | | | ***$ -*** |
| **Misc. Requirements** | **Qty** | **Unit** | **Rate** | **Duration (hrs)** | **Amount** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | ***$ -*** |
| ***Sub Total :*** | | | | | **$ 17,740.89** |
| | | | Increased Bond& Insurance | 2.40% | **$ 425.78** |
| | | | Profit | 15% | **$ 2,725.00** |
| | | | **TOTAL DIRECT COST :** | | **$ 20,891.67** |
| | | | Contract Time Extension | | **4 days** |

**Remarks**

| Harmony Master Lift Station<br>City of Winter Haven<br><br>Extra Work Item No. 06 | DESCRIPTION<br>The Owner has requested the implementation of the Hydroranger for level control of the wet wells | | | | |
|---|---|---|---|---|---|
| **Labor Requirements** | **Qty** | **Regular Hr** | **Overtime Hr** | **Labor Rate*** | **Amount** |
| Superintendent | 1.00 | 2.00 | 0.00 | $123.78 | $ 247.56 |
| Foreman | 1.00 | 4.00 | 0.00 | $80.00 | $ 320.00 |
| Operator | 2.00 | 4.00 | 0.00 | $69.30 | $ 554.40 |
| Pipelayer | 1.00 | 4.00 | 0.00 | $54.45 | $ 217.80 |
| Laborer | 2.00 | 4.00 | 0.00 | $51.15 | $ 409.20 |
| Truck Driver | 0.00 | 4.00 | 0.00 | $62.10 | $ - |
| | * Labor Rate Includes Burden | | | | |
| ***Sub Total :*** | | | | | ***$ 1,748.96*** |
| **Equipment Requirements** | **Qty** | **Rate/hr** | **Fuel/Maintenance** | **Duration** | **Amount** |
| Cat 325C Excavator | 1.00 | $137.16 | $27.43 | 0.00 | $ - |
| 544 J Loader | 1.00 | $57.62 | $11.52 | 0.00 | $ - |
| Komatsu PC300 Excavator | 1.00 | $137.16 | $27.43 | 0.00 | $ - |
| Komatsu ck Skid Steer | 1.00 | $48.16 | $9.63 | 0.00 | $ - |
| 2" Pump & Hoses | 1.00 | $9.75 | $1.95 | 0.00 | $ - |
| Dump Truck | 1.00 | $48.29 | $0.00 | 0.00 | $ - |
| 8" Dewatering Pump w/Header | 1.00 | $62.34 | $0.00 | 0.00 | $ - |
| Misc. Tools & small equipment | 1.00 | $6.44 | $1.29 | 4.00 | $ 30.91 |
| Foreman's Transportation F-250 Pick-Up Truck | 1.00 | $11.12 | $2.22 | 4.00 | $ 53.38 |
| Superintendent's Transportation 2500 HD | 1.00 | $11.12 | $2.22 | 2.00 | $ 26.69 |
| Grading Tractor | 1.00 | $62.33 | $0.00 | 0.00 | $ - |
| Ford Sweeper | 1.00 | $23.45 | $4.69 | 0.00 | $ - |
| Plate Compactors | 2.00 | $11.42 | $2.28 | 0.00 | $ - |
| * Rates are based on Blue Book Monthly rates divided by 176 for hourly rate | | | | | ***$ 110.98*** |
| **Material Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| Hydro Ranger Package | 1.00 | Ea | 4,321.73 | | $ 4,321.73 |
| Electrical Conduit | 1.00 | LS | 112.14 | | $ 112.14 |
| 3/4 Seal Off | 2.00 | Ea | $54.73 | | $ 109.46 |
| ***Sub Total :*** | | | | | ***$ 4,543.33*** |
| **Subcontractor Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| Electrician | 4.0 | Hr | $212.14 | | $ 848.56 |
| ***Sub Total :*** | | | | | ***$ 848.56*** |
| **Misc. Requirements** | **Qty** | **Unit** | **Rate** | **Duration (hrs)** | **Amount** |
| | | | | | $ - |
| ***Sub Total :*** | | | | | $ 7,251.83 |
| | | | Increased Bond& Insurance | 2.40% | $ 174.04 |
| | | | Profit | 15% | $ 1,113.88 |
| | | | **TOTAL DIRECT COST :** | | $ 8,539.75 |
| | | | Contract Time Extension | | 4 days |

**Remarks**
OWNER REQUESTED CHANGE

TIME EXTENSION BACK UP Pg 2.

# Order # 0050546526

Send us Feedback

| | | | | | |
|---|---|---|---|---|---|
| **Selling Party** | **Company name** | Schneider Electric USA, Inc | | | |
| **Account & Order Details** | **Account** | REXEL USA INC DBA MAYER-1000003948 | **PO #** | 501MDI1616847 | |
| **Shipping Details** | **Customer ID** | 1000003948 - REXEL USA INC DBA MAYER | **Ship To Address** | REXEL USA INC DBA MAYER 4102 RECKER HIGHWAY WINTER HAVEN FL 33880-1233 863-293-5809 | |

## Product List

Search by part no

| Line # | Part # Description | Designation | Total Qty Ordered | Requested Delivery Date | Status | Reason for Cancellation | Line Marking | Estimated Ship Date | Estimated Delivery Date | Invoice # | Delivery Note | Tracking Info |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 010 | Square D Custom QED-2 Switchboard | Main Breaker | 1 PCE | Oct 10, 2024 | Processing | | | | | | | |
| | | | 1 PCE | | | | | Oct 3, 2024 | Oct 10, 2024 | | | |

| | | | | | Status | Reason for Cancellation | Line Marking | Estimated Ship Date | Estimated Delivery Date | Invoice # | Delivery Note | Tracking Info |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 020 | Model 6 LVMCC C<br>Model 6 MCC - Ind... | MCC-1 | 1 PCE | Jan 3, 2025 | Processing | | | | | | | |
| | | | 1 PCE | | | | | Dec 27, 2024 | Jan 3, 2025 | | | |
| 030 | ATV960C11T4N2A<br>Altivar 960 | 18 pulse | 4 PCE | Sep 13, 2024 | Processing | | | | | | | |
| | | | 4 PCE | | | | | Sep 6, 2024 | Sep 13, 2024 | | | |
| 040 | NQ SPD Panel (IN<br>NQ Panelboard | L | 1 PCE | | Purchaser Hold | | | | | | | |
| 050 | MH50BE<br>PANELBOARD EN... | L | 1 PCE | | Purchaser Hold | | | | | | | |
| 060 | NC50S<br>PANELBOARD CO... | L | 1 PCE | | Purchaser Hold | | | | | | | |
| 070 | EXN75T3H<br>TRANSFORMER D... | T1 | 1 PCE | | Purchaser Hold | | | | | | | |
| 080 | DASKP250<br>LUG KIT | T1 | 1 PCE | | Purchaser Hold | | | | | | | |
| 090 | DASKGS250<br>MECHANICAL LU... | T1 | 1 PCE | | Purchaser Hold | | | | | | | |

| | | | | | Status | Reason for Cancellation | Line Marking | Estimated Ship Date | Estimated Delivery Date | Invoice # | Delivery Note | Tracking Info |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | This product is temporarily under allocation, which may result in extended delivery times. | | | | | | | | | | | |
| 100 | VHU361SSGL<br>HDSS TYPE4X 600... | GRINDER, BLOWER | 2 PCE | | Purchaser Hold | | | | | | | |
| | This product is temporarily under allocation, which may result in extended delivery times. | | | | | | | | | | | |
| 110 | EIK031<br>ELECTRIC INTERL... | GRINDER, BLOWER | 2 PCE | | Purchaser Hold | | | | | | | |
| | This product is temporarily under allocation, which may result in extended delivery times. | | | | | | | | | | | |
| 120 | VHU364SSGL<br>HDSS TYPE4X 600... | PUMPS | 4 PCE | | Purchaser Hold | | | | | | | |
| | This product is temporarily under allocation, which may result in extended delivery times. | | | | | | | | | | | |
| 130 | EIK1<br>KIT ELECTRICAL I... | PUMPS | 4 PCE | | Purchaser Hold | | | | | | | |
| 140 | 9001KYSS100<br>9001KYSS Stainles... | HOA | 2 PCE | | Purchaser Hold | | | | | | | |
| 150 | SRVLVMACT<br>SRVLVMACT | | 1 EA | Jul 18, 2023 | Processing | | | | | | | |
| | | | 1 EA | | | | | Jun 27, 2024 | Jun 27, 2024 | | | |
| 160 | SRVINAAARCETO<br>Eng Std - SC,TCC,... | ES241773 | 1 PCE | Mar 16, 2024 | Shipped | | | | | | | |

| | | | | | Status | Reason for Cancellation | Line Marking | Estimated Ship Date | Estimated Delivery Date | Invoice # | Delivery Note | Tracking Info |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | 1 PCE | | | | | Mar 18, 2024 | Mar 18, 2024 | | | |
| 170 | SRVSTRTUPVSDS<br>Startup Services - ... | VFD STARTUP SERVICES | 1 EA | Jul 18, 2023 | Processing | | | | | | | |
| | | | 1 EA | | | | | Jun 27, 2024 | Jun 27, 2024 | | | |
| 180 | SRVRECRSTVFD3<br>30 MONTH BONU... | VFD STARTUP SERVICES | 1 EA | Jul 21, 2023 | Processing | | | | | | | |
| | | | 1 EA | | | | | Mar 18, 2024 | Mar 18, 2024 | | | |
| 190 | SRVTTRLVMVFD [<br>1 Day of Process ... | VFD PROGRAMMING TRAINING | 1 EA | Jul 18, 2023 | Processing | | | | | | | |
| | | | 1 EA | | | | | Jun 27, 2024 | Jun 27, 2024 | | | |
| 200 | SRVTTRLVMVFD [<br>1 Day of Process ... | VFD MAINTENANCE TRAINING | 1 EA | Jul 18, 2023 | Processing | | | | | | | |
| | | | 1 EA | | | | | Jun 27, 2024 | Jun 27, 2024 | | | |

**Items per page** 25 **Page** 1 **/ 1**

**Gilson Engineering Sales of Florida**
144 Harston Court
Heathrow, FL 32746
Prepared By: Luis Aristeiguieta | la@gilsoneng.com | 412-348-3009

SIEMENS

Please Address Order To:

Siemens Industry, Inc.
100 Technology Drive
Alpharetta, GA 30005

Date 07/08/2024
Delivery 2-3 WEEKS
Quote # 4147724900 Rev
Mfg Quote #

REF: SIEMENS HYDRORANGER WITH TRANSDUCER XRS5

| Terms | Validity | FOB | Freight | Ship Via |
|---|---|---|---|---|
| Net 30 Days | 30 Days | Destination | Prepaid & Allowed | Best Way |

**Billing Address**
B&B UNDERGROUND CONSTRUCTION
4050 WESTGATE AVENUE
SUITE 110

WEST PALM BEACH 33409

**Shipping Address**
B&B UNDERGROUND CONSTRUCTION
4050 WESTGATE AVENUE
SUITE 110

WEST PALM BEACH 33409

**Contact**

**Contact**
Stephen Decker

sdecker@bbuconst.com

| Item | Qty | Description | Unit Price | Ext Net Price |
|---|---|---|---|---|
| 1 | 1 | **7ML5034-4AB01 - Hydroranger 200**<br>**[4] Mounting: 4 button HMI, Wall mount, standard enclosure**<br>**[A] Input voltage: 100 to 230 VAC**<br>**[B] Number of measurement points: Dual point model, 6 relays**<br>**[0] Data Communications: Without module**<br>**[1] Approvals: General Purpose CE, FM, CSA US/C , UL listed, RCM, EAC, KCC** | $2,561.00 | $2,561.00 |
| 2 | 1 | **7ML1106-1BA20-0A - XRS-5**<br>**[1] Mounting thread: 1" NPT (Taper), ANSI/ASME B1.20.1**<br>**[B] Cable length: 10 m (32.81 ft)**<br>**[A] Facing: Standard (CSM rubber)**<br>**[2] Approvals: FM Class I Zone 1, ATEX II 2GD, CSA Class I Div. 2, SAA Ex s Class I Zone 1 & DIP Practice A Zone 20**<br>**[A] Flange: Without mounting flange** | $739.00 | $739.00 |
| | | | **Grand Total of All Items:** | ~~$3,300.00~~ |

x 2
$ 1,478 00

$ 4039 -
7% 282 73
$ 4,321 73

| Item | Qty | Description | Unit Price | Ext Net Price |
|---|---|---|---|---|

**Suitability and or performance of product:**
**Buyer agrees to review all technical data and make final determination as to the suitability of the product for the buyer 's intended application.**

**Please note that electronic (.pdf) copies of manuals can be provided upon request. They are also available for download from the Process Catalog at http://www.gilsoneng.com**

**Due to current high demand and global shortages, quoted lead times are estimated and subject to change. Freight carriers are also seeing an impact, creating potential delays during transit.**

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## Overview




SITRANS LT500 is a versatile, single and multi-vessel level monitor/controller for virtually any application in a wide range of industries.

## Benefits

- Easy to use HMI display with local four-button programming, menu-driven parameters, and Wizard support for key applications.
- English, German, French, Spanish, Chinese, Italian, Portuguese, Japanese, Danish, Dutch, Swedish, Finnish, Polish, Russian, and Korean texts on the HMI.
- Removable terminal blocks for ease of wiring.
- Digital input for back-up level override from point level device.
- Communication options for HART, Modbus RTU, PROFIBUS PA, PROFIBUS DP, and PROFINET.
- Single or dual point level monitoring.
- Auto False-Echo Suppression for fixed obstruction avoidance.
- Up to 6 independent programmable relays for pump control, alarms, or remote totalization.
- Level, volume, and flow measurements in open channels, differential control, extended pump control, and alarm functions.
- Wall, panel, and remote panel mounting options.
- Remote configuration via EDD with SIMATIC PDM and SITRANS DTM via USB.
- MCERTS certified for open channel flow.

## Application

SITRANS LT500 mA HART version can be used with SITRANS LR110, LR120, Probe LU240 or any level device generating a mA signal. The ultrasonic version can connect any EchoMax or legacy transducer. SITRANS LT500 offers true dual point monitoring and digital communications. SITRANS LT500 is low maintenance and economical. With its advanced control functions, it can operate pumps during lower cost time periods and manage pump rosters for efficiency.

SITRANS LT500 will monitor open channel flow and features advanced relay alarming and pump control functions as well as volume conversion.

- Key Applications: wet wells, flumes/weirs, bar screen control, hoppers, chemical storage, liquid storage, crusher bins, dry solids storage

## Design

SITRANS LT500 is available in wall, panel, or remote panel mounting options.

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## Selection and ordering data

| SITRANS LT500 mA Hart version<br>Continuous, non-contact, for liquids, slurries, and solids. Monitors level, volume, and volume flow, for virtually any application in a wide range of process industries. | Article No.<br>7ML60 ● ● - ● ● ● ● ● - ● A A ● |
|---|---|
| Click on the Article No. for the online configuration in the PIA Life Cycle Portal. | |
| **Product type** | |
| HydroRanger | 0 |
| MultiRanger | 1 |
| **Feature set** | |
| Level, Volume, and Flow (MCERTS class 2 certified) | 3 |
| Level, Volume, and Flow, high accuracy (MCERTS class 1 certified) | 4 |
| **Sensor input type** | |
| 4 ... 20 mA input(s) | 0 |
| **Number of measurement points** | |
| Single point version | A |
| Dual point version | B |
| **Relay output** | |
| 1 relay (1 Form A), 250 V AC | A |
| 3 relays (2 Form A, 1 Form C), 250 V AC | B |
| 6 relays (4 Form A, 2 Form C), 250 V AC | C |
| **Mounting, enclosure design** | |
| Wall mount, standard enclosure | 0 |
| Wall mount, 4 entries, M20 cable glands included | 1 |
| Panel mount | 2 |
| Remote panel mount | 3 |
| **Type of protection** | |
| Ordinary Locations/General Purpose (Non-Ex), $_{c}CSA_{us}$, $_{c}UL_{us}$ FM, CE, UKCA, RCM, EAC | 0 |
| Ex rated[1)] | 1 |
| **Removable data storage** | |
| Included, (8 GB micro SD) | 1 |
| **Input voltage** | |
| 12 ... 30 V DC | 2 |
| 100 ... 230 V AC | 3 |

| Selection and ordering data | |
|---|---|
| **Further designs** | **Order code** |
| Please add "-Z" to Article No. and specify Order code(s). | |
| ***Stainless steel tag (13 x 45 mm (0.5 x 1.75 inch)): Tag (device parameter, max. 32 characters) plate stainless steel 304/1.4301*** | Y15 |
| ***Approvals*** | |
| CSA (USA & Canada) | |
| CSA Class I, Div. 2, Group A, B, C and D; Class II, Div 2, Group F & G; Class III | E21 |
| ***Certificates*** | |
| Declaration of compliance 2.1 (EN 10204) - delivery meets order requirements | C19 |
| Factory certificate 2.2 (EN 10204) | C14 |
| ***Communication*** | |
| 4 ... 20 mA, active output, with HART | F01 |
| Modbus RTU | F04 |
| PROFIBUS PA | F05 |
| PROFIBUS DP | F06 |
| PROFINET | F07 |

| Selection and ordering data | |
|---|---|
| ***Specials*** | |
| Special design | Y99 |
| For customs, contact a local sales person. For more information please visit http://www.automation.siemens.com/aspa_app | |
| **Operating Instructions** | |
| All literature is available to download for free, in a range of languages, at http://www.siemens.com/processinstrumentation/documentation | |

| Selection and ordering data | |
|---|---|
| **Optional equipment** | **Article No.** |
| Tag, stainless steel, 12 x 45 mm, one text line, (max. 16 characters) | 7ML1930-1AC |
| Barriers in a NEMA 4X/IP65 enclosure | A5E50255823 |
| Barrier suitable for LR1xx & LU240 (STAHL: 9001/01-280-110-101) | A5E50113513 |
| Sunshield/pipe mount plate, 304 Stainless steel | 7ML1930-1GA |
| USB cable, 2 m (6.56 ft), standard USB-B to USB-mini B | 7ML1930-1GD |

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## Selection and ordering data (continued)

| Selection and ordering data | |
|---|---|
| SITRANS RD100, loop powered display | 7ML5741-.....-. |
| SITRANS RD150, remote digital display for 4 ... 20 mA and HART devices | 7ML5742-.....-.... |
| SITRANS RD200, universal input display with Modbus conversion | 7ML5740-.....-.. |
| SITRANS RD300, dual line display with totalizer and linearization curve and Modbus conversion | 7ML5744-.....-.. |
| **Spare parts** | |
| Replacement motherboard, single point, includes DC power module | A5E50113558 |
| Replacement motherboard, dual point, includes DC power module | A5E50113557 |
| Replacement motherboard, single point, includes AC power module | A5E50113542 |
| Replacement motherboard, dual point, includes AC power module | A5E50113543 |
| Replacement lid with 4 button HMI | A5E50113559 |
| Replacement lid with 4 button HMI panel mount version | A5E50113560 |
| Replacement lid with 4 button HMI remote panel mount version | A5E52897553 |
| Replacement lid with blind remote panel mount version | A5E53276261 |

| Selection and ordering data | |
|---|---|
| Retrofit kit for wall mount to panel mount version | A5E50114010 |
| Retrofit kit for wall mount to remote panel mount version | A5E53276259 |
| Panel mount cable extension, 2.5 m (8.2 ft) | 7ML1930-1GF |
| Remote panel mount gasket and fastener kit | 7ML1830-1PK |
| Replacement terminal blocks for 4 ... 20 mA input(s) sensor type version | A5E38824197 |
| Replacement SD card | A5E50113554 |
| HART communications module | A5E50113564 |
| PROFIBUS PA communications module | A5E50113568 |
| Modbus RTU communications module | A5E50113565 |
| PROFIBUS DP communications module | A5E50113567 |
| PROFINET communications module | A5E50113569 |

1) Available only with order code E21 and Mounting, enclosure design option 0 or 1.
2) Available only with Sensor input type option 1.

| **SITRANS LT500 Ultrasonic version**<br>**Continuous, non-contact, for liquids, slurries, and solids. Monitors level, volume, and volume flow, for virtually any application in a wide range of process industries.** | **Article No.**<br>**7ML60** ● ● - ● ● ● ● ● - ● A A ● |
|---|---|
| Click on the Article No. for the online configuration in the PIA Life Cycle Portal. | |
| **Product type** | |
| HydroRanger | 0 |
| MultiRanger | 1 |
| **Feature set** | |
| Level, Volume, and Flow (MCERTS class 2 certified) | 3 |
| Level, Volume, and Flow, high accuracy (MCERTS class 1 certified) | 4 |
| **Sensor input type** | |
| Ultrasonic transducer input(s) | 1 |
| **Number of measurement points** | |
| Single point version | A |
| Dual point version | B |
| **Relay output** | |
| 1 relay (1 Form A), 250 V AC | A |
| 3 relays (2 Form A, 1 Form C), 250 V AC | B |
| 6 relays (4 Form A, 2 Form C), 250 V AC | C |
| **Mounting, enclosure design** | |
| Wall mount, standard enclosure | 0 |
| Wall mount, 4 entries, M20 cable glands included | 1 |
| Panel mount | 2 |
| Remote panel mount | 3 |
| **Type of protection** | |
| Ordinary Locations/General Purpose (Non-Ex), $_{c}UL_{us}$, FM, CE, UKCA, RCM, EAC | 0 |
| Ex rated[1)] | 1 |
| **Removable data storage** | |
| Included, (8 GB micro SD) | 1 |
| **Input voltage** | |
| 12 ... 30 V DC | 2 |
| 100 ... 230 V AC | 3 |

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## Selection and ordering data (continued)

| Selection and ordering data | |
|---|---|
| **Further designs** | **Order code** |
| Please add "-Z" to Article No. and specify Order code(s). | |
| ***Stainless steel tag (13 x 45 mm (0.5 x 1.75 inch)): Tag (device parameter, max. 32 characters) plate stainless steel 304/1.4301*** | **Y15** |
| ***Approvals*** | |
| CSA (USA & Canada) | |
| CSA Class I, Div. 2, Group A, B, C and D; Class II, Div 2, Group F & G; Class III | **E21** |
| ***Certificates*** | |
| Declaration of compliance 2.1 (EN 10204) - delivery meets order requirements | **C19** |
| Factory certificate 2.2 (EN 10204) | **C14** |
| ***Mass storage (SD card access via USB)*** | |
| Disable mass storage function with SD card (Required for USA)[2] | **J07** |
| ***Communication*** | |
| 4 ... 20 mA, active output, with HART | **F01** |
| Modbus RTU | **F04** |
| PROFIBUS PA | **F05** |
| PROFIBUS DP | **F06** |
| PROFINET | **F07** |
| ***Specials*** | |
| Special design | **Y99** |
| For customs, contact a local sales person. For more information please visit http://www.automation.siemens.com/aspa_app | |
| **Operating Instructions** | |
| All literature is available to download for free, in a range of languages, at http://www.siemens.com/processinstrumentation/documentation | |

| Selection and ordering data | |
|---|---|
| **Optional equipment** | **Article No.** |
| Tag, stainless steel, 12 x 45 mm, one text line, (max. 16 characters) | **7ML1930-1AC** |
| Sunshield/pipe mount plate, 304 Stainless steel | **7ML1930-1GA** |

| Selection and ordering data | |
|---|---|
| USB cable, 2 m (6.56 ft), standard USB-B to USB-mini B | **7ML1930-1GD** |
| SITRANS RD100, loop powered display | **7ML5741-.....-.** |
| SITRANS RD150, remote digital display for 4 ... 20 mA and HART devices | **7ML5742-.....-....** |
| SITRANS RD200, universal input display with Modbus conversion | **7ML5740-.....-..** |
| SITRANS RD300, dual line display with totalizer and linearization curve and Modbus conversion | **7ML5744-.....-..** |
| **Spare parts** | |
| Replacement motherboard, single point, US comes with DC power module | **A5E52897550** |
| Replacement motherboard, dual point, US comes with DC power module | **A5E52897552** |
| Replacement motherboard, single point, US comes with AC power module | **A5E52897548** |
| Replacement motherboard, dual point, US comes with AC power module | **A5E52897549** |
| Replacement lid with 4 button HMI | **A5E50113559** |
| Replacement lid with 4 button HMI panel mount version | **A5E50113560** |
| Replacement lid with 4 button HMI remote panel mount version | **A5E52897553** |
| Replacement lid with blind remote panel mount version | **A5E53276261** |
| Retrofit kit for wall mount to panel mount version | **A5E50114010** |
| Retrofit kit for wall mount to remote panel mount version | **A5E53276259** |
| Replacement terminal blocks for Ultrasonic transducer input(s) sensor type version | **A5E52897545** |
| Panel mount cable extension, 2.5 m (8.2 ft) | **7ML1930-1GF** |
| Remote panel Mount Gasket and Fastener Kit | **7ML1830-1PK** |
| Replacement SD card | **A5E50113554** |
| HART communications module | **A5E50113564** |
| PROFIBUS PA communications module | **A5E50113568** |
| Modbus RTU communications module | **A5E50113565** |
| PROFIBUS DP communications module | **A5E50113567** |
| PROFINET communications module | **A5E50113569** |

[1] Available only with order code E21 and Mounting, enclosure design option 0 or 1.
[2] Available only with Sensor input type option 1.

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## Technical specifications

| SITRANS LT500 mA HART version | |
|---|---|
| Mode of operation | Level, space, distance, volume, flow, head, difference, average, totalization |
| Sensor input, mA HART version | |
| Number of inputs | 1 or 2 |
| Terminal voltage | Max. 26 V, Min. 18 V (0 ... 22.6 mA) |
| Wiring | 2 conductor, twisted, shielded, 0.5 ... 0.75 mm² (22 ... 18 AWG) |
| Max. cable length | 500 m (1 640.42 ft) |
| Sensor input communication | • 4 ... 20 mA<br>• HART protocol, for supported sensors: SITRANS LR110, LR120, SITRANS Probe LU240 |
| 4 ... 20 mA sensor input | |
| • Resolution | 0.025 % of full scale |
| • Accuracy | 0.1 % of full scale |
| HART sensor input | Resolution, range, and accuracy are dependent on connected sensor |
| Digital input | |
| Quantity | 2 |
| Switching threshold, low | 0 ... 0.5 V DC |
| Switching threshold, high | 10 ... 50 V DC |
| Input current | Max. 3 mA |
| Bias voltage | 24 V |
| Analog output | |
| Quantity | 1 or 2 |
| Range | 0 ... 20 mA or 4 ... 20 mA isolated |
| • Max. load | 750 Ω |
| • Resolution | 0.1 % of range |
| Accuracy | ±20 µA |
| Startup current | 3.6 mA |
| Fail-safe | Programmable as high, low, last reliable, set value, or hold per NAMUR NE43 |
| Wiring | 2 conductor, twisted, shielded, 0.5 ... 0.75 mm² (22 ... 18 AWG) |
| Relay output | |
| Quantity | Up to 6, 4 form A and 2 form C |
| Rating | 5 A at 250 V AC, 5 A at 30 V DC, non-inductive |
| Durability | 50 000 operations min. per relay (5 A at 30 V DC, resistive load) |
| Fail-safe | Programmable as energized, de-energized, or hold |
| Wiring | Copper conductors per local requirements to meet 250 V 5 A contact rating |
| Rated operating conditions | |
| Installation conditions | |
| • Location | Indoor/outdoor |
| • Installation category | II |
| • Pollution degree | 4 |
| Ambient conditions | |
| • Ambient temperature | -20 ... +50 °C (-4 ... +122 °F) |
| • Storage temperature | -20 ... +50 °C (-4 ... +122 °F) |
| • Altitude | 2 000 m (6 565 ft) maximum |
| • Vibration resistence | 0.5 g at frequencies from 10 hz to 100 hz |
| • Bump/shock resistence | 25 g |
| Design | |
| Weight | |
| • Wall mount | 1.22 kg (2.68 lb) |
| • Panel mount | 1.35 kg (2.97 lb) |
| • Remote panel mount | 1.73 kg (3.80 lb) |
| Enclosure | |
| • Material | Polycarbonate |
| • Degree of protection | |
| • Wall mount | IP65/Type 4X |
| • Panel mount | IP54/Type 3 |
| • Remote panel mount | IP65/Type 3 (front panel), IP20 (enclosure) |
| Display and control | |
| LCD display | 60 x 40 mm (2.36 x 1.57 inch) LCD, 240 x 160 pixels resolution |
| Menu navigation | 4 push button keys |
| Update time | 1 second or less |
| Memory | Program and parameters stored in non-volatile Flash memory |
| Real time clock memory retention without power | 48 hours |
| CPU speed | 96 MHz |
| Memory card | 8 GB Industrial micro SD |
| Power supply | |
| AC version | 100 ... 230 V AC, ±15 %, 50/60 Hz, 36 VA (17 W) |
| DC version | 12 ... 30 V DC (20 W) |
| Certificates and approvals | • CE, UKCA, RCM, EAC, FM, $_{C}CSA_{US}$, $_{C}UL_{US}$<br>• $_{C}CSA_{US}$ Class I, Div. 2, Group A, B, C and D; Class II, Div 2, Group F & G; Class III<br>• MCERTS |
| Communication | |
| Service interface | USB 2.0 mini A cable |
| Optional Fieldbus | • HART 7, with Active/Passive 4 ... 20 mA<br>• Modbus RTU<br>• PROFIBUS PA per profile 4.01<br>• PROFIBUS DP<br>• PROFINET |
| Remote configuration via service interface | • EDD via SIMATIC PDM<br>• SITRANS DTM via PACTware |

| SITRANS LT500 Ultrasonic version | |
|---|---|
| Mode of operation | Level, space, distance, volume, flow, head, difference, average, totalization |
| Sensor input, ultrasonic version | |
| Number of inputs | 1 or 2 |
| Measuring range | 0.3 ... 60 m (1 ... 196 ft), transducer dependent |
| Transducer frequency | 10 ... 52 kHz |
| Ultrasonic transducer | Compatible transducers: all EchoMax and ST-H series transducers, legacy coaxial cable connections via converter |
| Accuracy | |
| • Error in measurement | • Standard operation: ±1 mm (0.04 inch) plus 0.17 % of measured distance<br>• High accuracy OCM: ±1 mm (0.04 inch), within 3 m (9.84 ft) range |
| • Resolution | • Standard operation: 0.1 % of range or 2 mm (0.08 inch), whichever is greater<br>• High accuracy OCM: 0.6 mm (0.02 inch), within 3 m (9.84 ft) range |

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## Technical specifications (continued)

| SITRANS LT500 Ultrasonic version | |
|---|---|
| • Temperature compensation | • -40 ... +150 °C (-40 ... +300 °F)<br>• Integral temperature sensor in t-ransducer<br>• External TS-3 temperature sensor (optional)<br>• Programmable fixed temperature values |
| Wiring | Transducer:<br>2 copper conductors, twisted, with foil shield/drain wire, 300 V<br>0.5 ... 0.75 mm² (22 ... 18 AWG) |
| • Max. cable length | 365 m (1 200 ft) |
| Analog input | |
| • Resolution | 0.025 % of full scale |
| • Accuracy | 0.1 % of full scale |
| • Polling rate | >1 Hz |
| • Maximum cable length | 500 m (1640.42 ft) |
| Digital input | |
| Quantity | 2 |
| Switching threshold, low | 0 ... 0.5 V DC |
| Switching threshold, high | 10 ... 50 V DC |
| Input current | Max. 3 mA |
| Bias voltage | 24 V |
| Analog output | |
| Quantity | 1 or 2 |
| Range | 0 ... 20 mA or 4 ... 20 mA isolated |
| • Max. load | 750 Ω |
| • Resolution | 0.1 % of range |
| Accuracy | ±20 µA |
| Startup current | 3.6 mA |
| Fail-safe | Programmable as high, low, last reliable, set value, or hold per NAMUR NE43 |
| Wiring | 2 conductor, twisted, shielded,<br>0.5 ... 0.75 mm² (22 ... 18 AWG) |
| Relay output | |
| Quantity | Up to 6, 4 form A and 2 form C |
| Rating | 5 A at 250 V AC, 5 A at 30 V DC, non-inductive |
| Durability | 50 000 operations min. per relay<br>(5 A at 30 V DC, resistive load) |
| Fail-safe | Programmable as energized, de-energized, or hold |
| Wiring | Copper conductors per local requirements to meet 250 V 5 A contact rating |
| Rated operating conditions | |
| Installation conditions | |
| • Location | Indoor/outdoor |
| • Installation category | II |
| • Pollution degree | 4 |
| Ambient conditions | |
| • Ambient temperature | -20 ... +50 °C (-4 ... +122 °F) |
| • Storage temperature | -20 ... +50 °C (-4 ... +122 °F) |
| • Altitude | 2 000 m (6 565 ft) maximum |
| • Vibration resistence | 0.5 g at frequencies from 10 hz to 100 hz |
| • Bump/shock resistence | 25 g |
| Design | |
| Weight | |
| • Wall mount | 1.22 kg (2.68 lb) |
| • Panel mount | 1.35 kg (2.97 lb) |
| • Remote panel mount | 1.73 kg (3.80 lb) |

## Technical specifications (continued)

| SITRANS LT500 Ultrasonic version | |
|---|---|
| Enclosure | |
| • Material | Polycarbonate |
| • Degree of protection | |
| • Wall mount | IP65/Type 4X |
| • Panel mount | IP54/Type 3 |
| • Remote panel mount | IP65/Type 3 (front panel), IP20 (enclosure) |
| Display and control | |
| LCD display | 60 x 40 mm (2.36 x 1.57 inch) LCD,<br>240 x 160 pixels resolution |
| Menu navigation | 4 push button keys |
| Update time | 1 second or less |
| Memory | Program and parameters stored in non-volatile Flash memory |
| Real time clock memory retention without power | 48 hours |
| CPU speed | 96 MHz |
| Memory card | 8 GB Industrial micro SD |
| Power supply | |
| AC version | 100 ... 230 V AC, ±15 %, 50/60 Hz, 36 VA (17 W) |
| DC version | 12 ... 30 V DC (20 W) |
| Certificates and approvals | • CE, UKCA, RCM, EAC, FM, $_{c}$UL$_{us}$<br>• $_{c}$CSA$_{us}$ Class I, Div. 2, Group A, B, C and D; Class II, Div 2, Group F & G; Class III<br>• MCERTS |
| Communication | |
| Service interface | USB 2.0 mini A cable |
| Optional Fieldbus | • HART 7, with Active/Passive 4 ... 20 mA<br>• Modbus RTU<br>• PROFIBUS PA per profile 4.01<br>• PROFIBUS DP<br>• PROFINET |
| Remote configuration via service interface | • EDD via SIMATIC PDM<br>• SITRANS DTM via PACTware |

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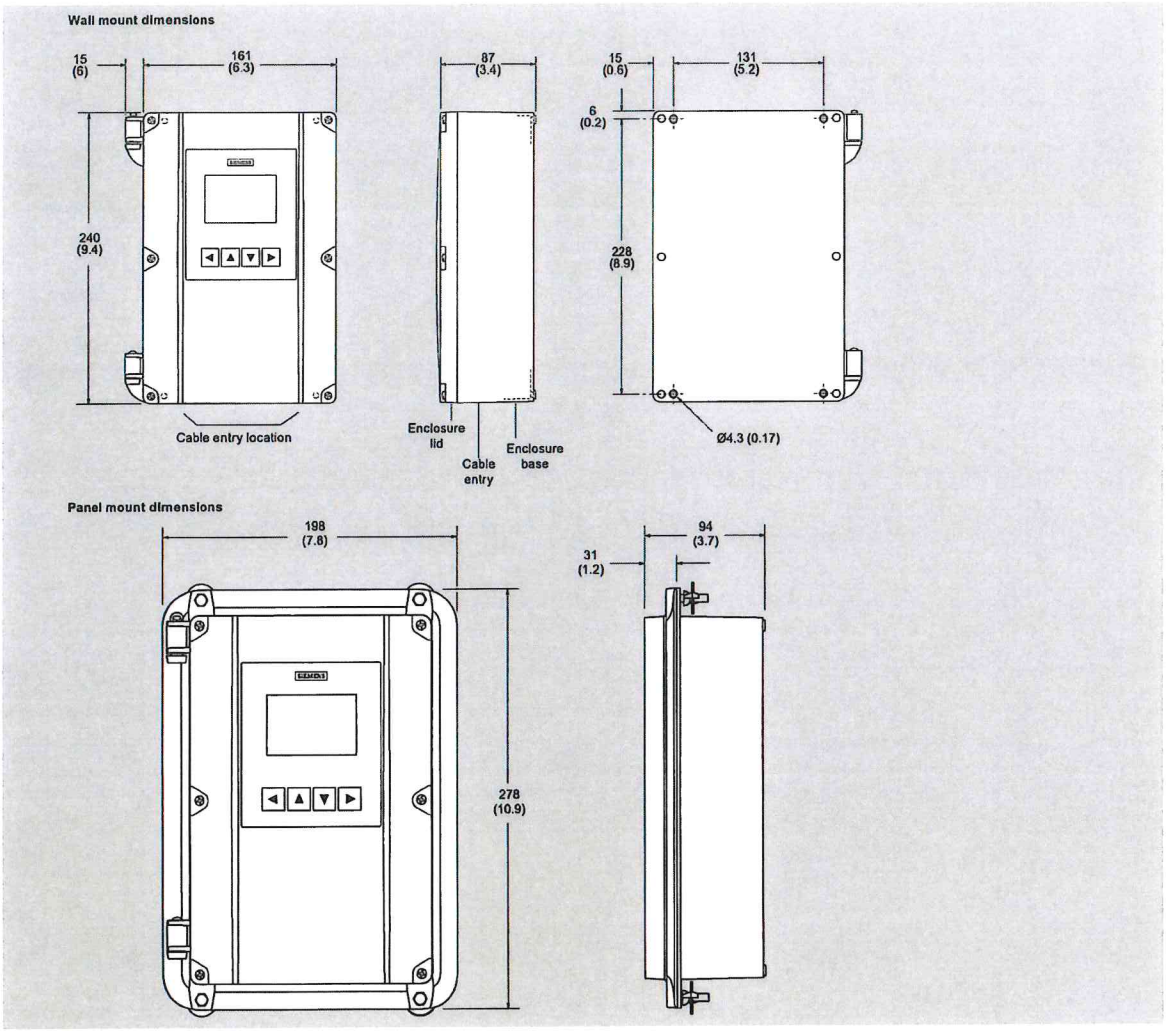
## Dimensional drawings




SITRANS LT500, dimensions in mm (inch)

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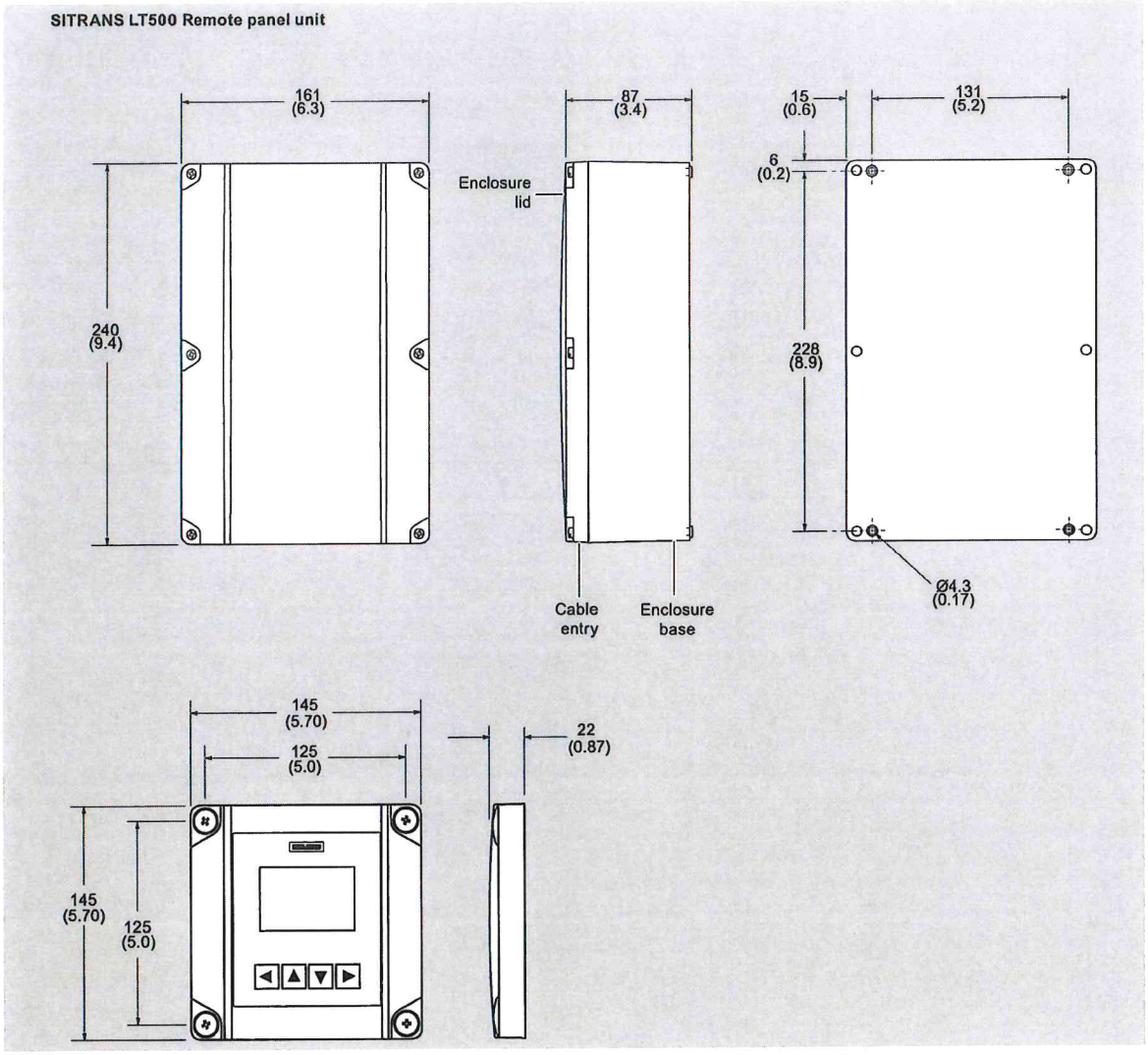
## Dimensional drawings (continued)




SITRANS LT500 Remote panel unit, dimensions in mm (inch)

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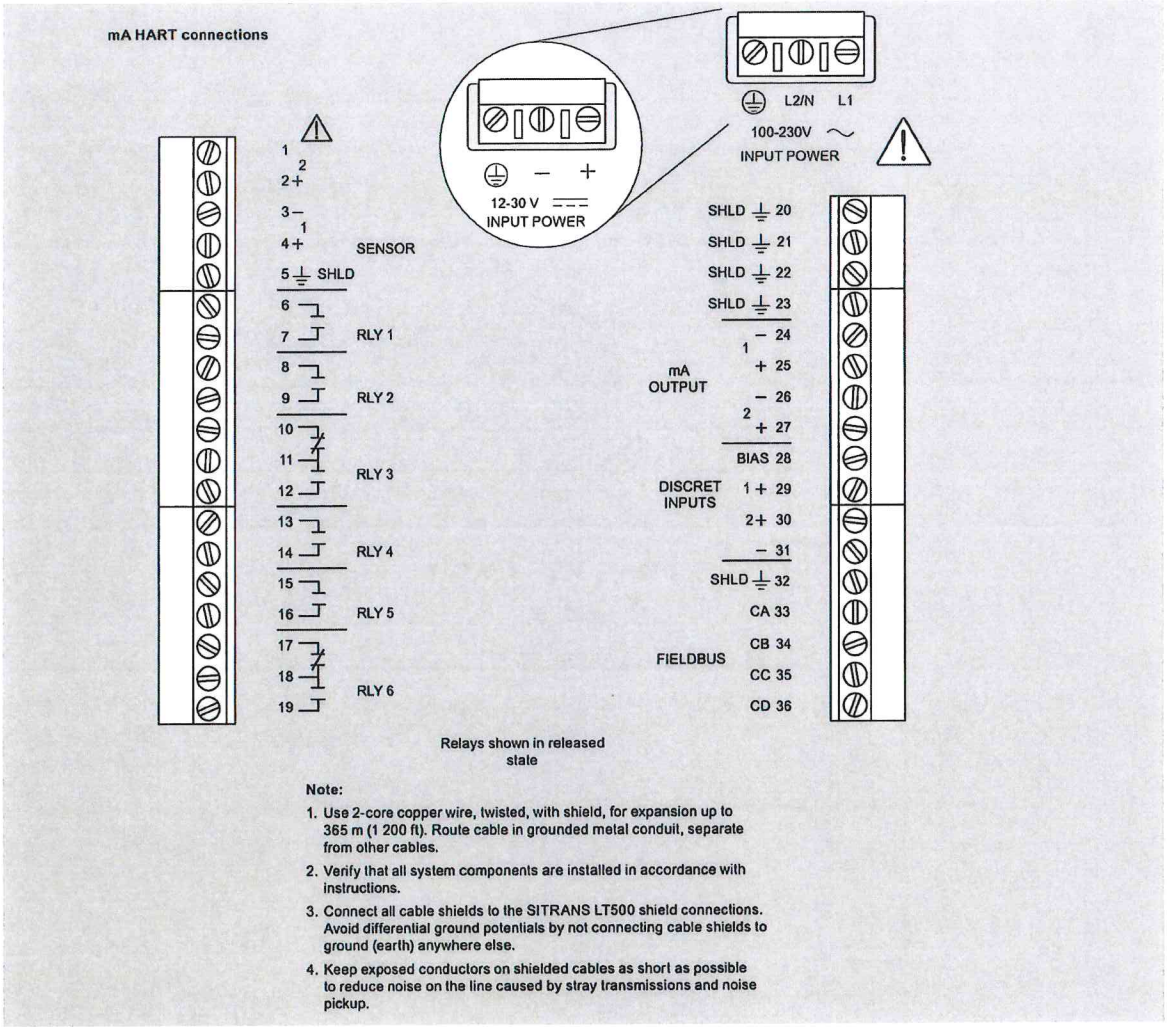
## Circuit diagrams




SITRANS LT500 mA HART connections

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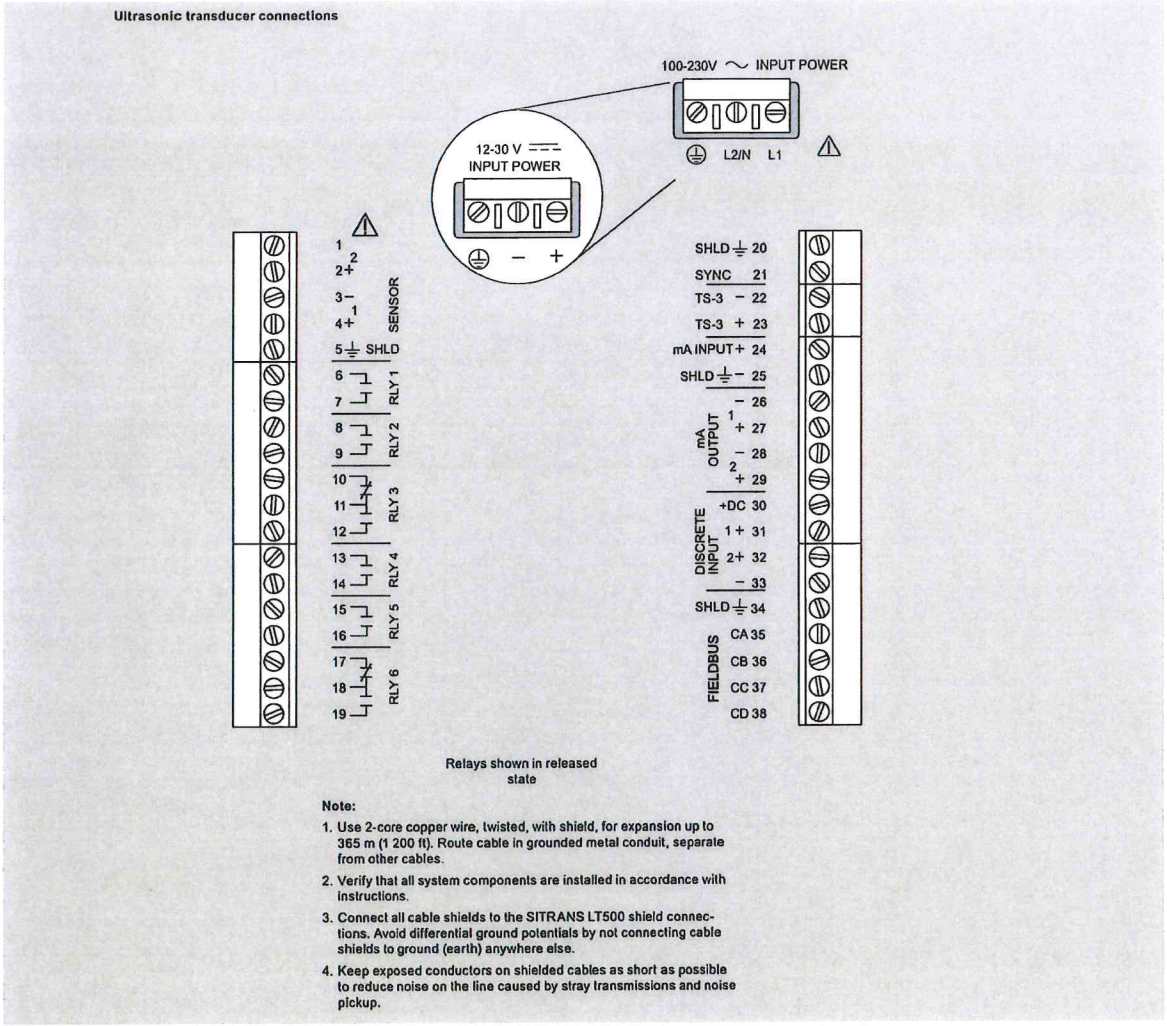
## Circuit diagrams (continued)




SITRANS LT500 Ultrasonic transducer connections

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## Overview



HydroRanger 200 HMI is an ultrasonic level controller for up to six pumps and provides control, differential control, and open channel flow monitoring.

## Benefits

- Easy to use HMI display with local four-button programming, menu-driven parameters, and Wizard support for key applications
- English, German, French, Spanish, Chinese, Italian, Portuguese, and Russian texts on the HMI
- Removable terminal blocks for ease of wiring
- Monitors wet wells, weirs, and flumes
- Communication using built-in Modbus RTU via RS 485 and SIMATIC PDM configuration software
- Compatible with SmartLinx system: PROFIBUS DP, PROFINET (cyclic access of process values only), DeviceNet, Modbus TCP/IP, and EtherNet/IP
- Single or dual point level monitoring
- 6 relays
- Auto False-Echo Suppression for fixed obstruction avoidance
- Anti-grease ring/tide mark buildup
- Differential amplifier transceiver for common mode noise rejection and improved signal-to-noise ratio
- Wall and panel mounting options

## Application

For water authorities, municipal water, and wastewater plants, HydroRanger 200 HMI is an economical, low-maintenance solution delivering control efficiency and productivity needed to meet today's exacting standards. It offers single point monitoring with all models, and optional dual-point monitoring with 6 relay model. As well, it has digital communications with built-in Modbus RTU via RS 485.

The standard 6 relay HydroRanger 200 HMI will monitor open channel flow and features advanced relay alarming and pump control functions as well as volume conversion. It is compatible with SIMATIC PDM, allowing for PC configuration and set-up. Sonic Intelligence advanced echo-processing software provides increased reading reliability.

HydroRanger 200 HMI uses proven continuous ultrasonic echo ranging technology to monitor water and wastewater of any consistency up to 15 m (50 ft) in depth. Achievable resolution is 0.1 % with accuracy to 0.25 % of range. Unlike contacting devices, HydroRanger 200 HMI is immune to problems caused by suspended solids, harsh corrosives, grease or silt in the effluent, reducing downtime.

- Key Applications: wet wells, flumes/weirs, bar screen control

## Technical specifications

| | |
|---|---|
| **Mode of Operation** | |
| Measuring principle | Ultrasonic level measurement |
| Measuring range | 0.3 ... 15 m (1 ... 50 ft), transducer dependent |
| Measuring points | 1 or 2 |
| **Input** | |
| Analog | 0 ... 20 mA or 4 ... 20 mA, from alternate device, scalable (6 relay model) |
| Discrete | 10 ... 50 V DC switching level Logical 0 ≤ 0.5 V DC Logical 1 = 10 ... 50 V DC max. 3 mA |
| **Output** | |
| EchoMax transducer | 44 kHz |
| Ultrasonic transducer | Compatible transducers: ST-H and EchoMax series XPS-10, XPS-15/15F, and XRS-5 |
| Relays[1] | Rating 5 A at 250 V AC, non-inductive |
| • Model with 6 relays | 4 SPST Form A/2 SPDT Form |
| mA output | 0 ... 20 mA or 4 ... 20 mA |
| • Max. load | 750 Ω, isolated |
| • Resolution | 0.1 % of range |
| **Accuracy** | |
| Error in measurement | 0.25 % of range or 6 mm (0.24 inch), whichever is greater |
| Resolution | 0.1 % of measuring range or 2 mm (0.08 inch), whichever is greater[2] |
| Temperature compensation | • -50 ... +150 °C (-58 ... +302 °F)<br>• Integral temperature sensor in transducer<br>• External TS-3 temperature sensor (optional)<br>• Programmable fixed temperature values |
| **Rated operating conditions** | |
| Installation conditions | |
| • Location | Indoor / outdoor |
| • Installation category | II |
| • Pollution degree | 4 |
| Ambient conditions | |
| • Ambient temperature (enclosure) | -20 ... +50 °C (-4 ... +122 °F) |
| **Design** | |
| Weight | |
| • Wall mount | 1.22 kg (2.68 lb) |
| • Panel mount | 1.35 kg (2.97 lb) |
| Material (enclosure) | Polycarbonate |
| Degree of protection (enclosure) | |
| • Wall mount | IP65/Type 4X/NEMA 4X |
| • Panel mount | IP54/Type 3/NEMA 3 |
| Cable | |
| • Transducer and mA output signal | 2-core copper conductor, twisted, shielded, 300 Vrms, 0.82 mm² (18 AWG), Belden 8 760 or equivalent is acceptable |
| • Max. separation between transducer and transceiver | 365 m (1 200 ft) |
| **Displays and controls** | 60 x 40 mm (2.36 x 1.57 inch) LCD 240 x 160 pixels resolution |
| **Power supply[3]** | |
| AC version | 100 ... 230 V AC ± 15 %, 50/60 Hz, 36 VA (17 W) |
| DC version | 12 ... 30 V DC (20 W) |

| Harmony Master Lift Station<br>City of Winter Haven<br><br>Extra Work Item No. 07 | DESCRIPTION<br>The Owner has requested the master Manhole receive a Drop Bowl Mounted Internally in the Master Manhole | | | | |
|---|---|---|---|---|---|
| **Labor Requirements** | **Qty** | **Regular Hr** | **Overtime Hr** | **Labor Rate*** | **Amount** |
| Superintendent | 1.00 | 4.00 | 0.00 | $123.78 | $ 495.12 |
| Foreman | 1.00 | 8.00 | 0.00 | $80.00 | $ 640.00 |
| Operator | 2.00 | 8.00 | 0.00 | $69.30 | $ 1,108.80 |
| Pipelayer | 1.00 | 8.00 | 0.00 | $54.45 | $ 435.60 |
| Laborer | 2.00 | 8.00 | 0.00 | $51.15 | $ 818.40 |
| Truck Driver | 0.00 | 8.00 | 0.00 | $62.10 | $ - |
| | | | | | |
| | * Labor Rate Includes Burden | | | | |
| ***Sub Total :*** | | | | | ***$ 3,497.92*** |
| **Equipment Requirements** | **Qty** | **Rate/hr** | **Fuel/Maintenance** | **Duration** | **Amount** |
| Cat 325C Excavator | 1.00 | $137.16 | $27.43 | 0.00 | $ - |
| 544 J Loader | 1.00 | $57.62 | $11.52 | 0.00 | $ - |
| Komatsu PC300 Excavator | 1.00 | $137.16 | $27.43 | 0.00 | $ - |
| Komatsu ck Skid Steer | 1.00 | $48.16 | $9.63 | 0.00 | $ - |
| 2" Pump & Hoses | 1.00 | $9.75 | $1.95 | 0.00 | $ - |
| Dump Truck | 1.00 | $48.29 | $0.00 | 0.00 | $ - |
| 6" Dewatering Pump w/Header | 1.00 | $62.34 | $0.00 | 0.00 | $ - |
| Misc. Tools & small equipment | 1.00 | $6.44 | $1.29 | 8.00 | $ 61.82 |
| Foreman's Transportation F-250 Pick-Up Truck | 1.00 | $11.12 | $2.22 | 8.00 | $ 106.75 |
| Superintendent's Transportation 2500 HD | 1.00 | $11.12 | $2.22 | 4.00 | $ 53.38 |
| Grading Tractor | 1.00 | $62.33 | $0.00 | 0.00 | $ - |
| Ford Sweeper | 1.00 | $23.45 | $4.69 | 0.00 | $ - |
| Plate Compactors | 2.00 | $11.42 | $2.28 | 0.00 | $ - |
| * Rates are based on Blue Book Monthly rates divided by 176 for hourly rate | | | | | ***$ 221.95*** |
| **Material Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| Ferguson Materials | 1.00 | Ea | 3,321.73 | | $ 3,321.73 |
| Mounting Materials | 1.00 | LS | 312.32 | | $ 312.32 |
| | | | | | $ - |
| | | | | | |
| ***Sub Total :*** | | | | | ***$ 3,634.05*** |
| **Subcontractor Requirements** | **Qty** | **Unit** | **Rate** | | **Amount** |
| | | | | | $ - |
| | | | | | |
| | | | | | |
| ***Sub Total :*** | | | | | ***$ -*** |
| **Misc. Requirements** | **Qty** | **Unit** | **Rate** | **Duration (hrs)** | **Amount** |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | $ - |
| ***Sub Total :*** | | | | | **$ 7,353.92** |
| | | | Increased Bond& Insurance | 2.40% | $ 176.49 |
| | | | Profit | 15% | $ 1,129.56 |
| | | | **TOTAL DIRECT COST :** | | $ 8,659.98 |
| | | | Contract Time Extension | | 1 days |

**Remarks**
OWNER REQUESTED CHANGE

FERGUSON WATERWORKS

FEI_WINTER HAVEN,FL WATERWORKS
#1588
2439 7TH ST SW
WINTER HAVEN, FL 33880-1948
Phone: 863-401-2764
Fax: 863-291-4240

Deliver To: .
From: Mary Perricone
Comments:

11:51:50 JUL 15 2024



FEL-WINTER HAVEN, FL WW
Order Confirmation
Phone: 863-401-2764
Fax: 863-291-4240

**Order No:** 2103574
**Order Date:** 07/15/24
**Writer:** MP
**Req Date:** 07/22/24
**Ship Via:** OUR TRUCK
**Terms:** NET 10TH PROX

**Sold To:** B & B UNDERGROUND CONST IN
4050 WESTGAVE AVE STE 110
HARMONY MASTER LIFT STATI
WEST PALM BEACH, FL 33409

**Ship To:** B & B UNDERGROUND CONST IN
1007 ELOISE LOOP RD
HARMONY MASTER LIFT STATIO
.
WINTER HAVEN, FL 33883

**Cust PO#:** 12" DROP BOWL
**Job Name:** HARMONY MASTER LIFT STATI

| Item | Description | Quantity | Net Price | UM | Total |
|---|---|---|---|---|---|
| SP-B12 | 12" RELINER DROP BOWL 24-12 R96 | 1 | 1727.000 | EA | 1727.00 |
| SP-SSBRACKETS | SS BRACKETS FOR BOWL 12SS35 | 5 | 160.000 | EA | 800.00 |
| DANCH | CNCRT ANCR ASSY | 16 | 3.750 | EA | 60.00 |
| SDR35P1214 | 12X14 SDR35 PVC GJ SWR PIPE | 28 | 24.150 | FT | 676.20 |
| MUL043219 | 12 PVC SWR GXG 90 BEND | 1 | 375.000 | EA | 375.00 |

| | |
|---|---|
| **Net Total:** | $3638.20 |
| **Tax:** | $254.67 |
| **Freight:** | $0.00 |
| **Total:** | $3892.87 |

WARRANTY PROVISIONS
The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at https://www.ferguson.com/content/website-info/terms-of-sale

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**
Scan the QR code or use the link below to complete a survey about your orders:
**https://survey.medallia.com/?bidsorder&fc=44&on=65572**

| Harmony Master Lift Station<br>City of Winter Haven<br><br>Extra Work Item No. 08 | DESCRIPTION<br>The Owner has requested an upgrade from the originally proposed interior lining to the Sauereisen liner system |
|---|---|

| Labor Requirements | Qty | Regular Hr | Overtime Hr | Labor Rate* | Amount |
|---|---|---|---|---|---|
| Superintendent | 1.00 | 0.00 | 0.00 | $123.78 | $ - |
| Foreman | 1.00 | 0.00 | 0.00 | $80.00 | $ - |
| Operator | 2.00 | 0.00 | 0.00 | $69.30 | $ - |
| Pipelayer | 1.00 | 0.00 | 0.00 | $54.45 | $ - |
| Laborer | 2.00 | 0.00 | 0.00 | $51.15 | $ - |
| Truck Driver | 0.00 | 0.00 | 0.00 | $62.10 | $ - |
| | | | | | |
| | * Labor Rate Includes Burden | | | | |
| *Sub Total :* | | | | | $ - |

| Equipment Requirements | Qty | Rate/hr | Fuel/Maintenance | Duration | Amount |
|---|---|---|---|---|---|
| Cat 325C Excavator | 1.00 | $137.16 | $27.43 | 0.00 | $ - |
| 544 J Loader | 1.00 | $57.62 | $11.52 | 0.00 | $ - |
| Komatsu PC300 Excavator | 1.00 | $137.16 | $27.43 | 0.00 | $ - |
| Komatsu ck Skid Steer | 1.00 | $48.16 | $9.63 | 0.00 | $ - |
| 2" Pump & Hoses | 1.00 | $9.75 | $1.95 | 0.00 | $ - |
| Dump Truck | 1.00 | $48.29 | $0.00 | 0.00 | $ - |
| 8" Dewatering Pump w/Header | 1.00 | $62.34 | $0.00 | 0.00 | $ - |
| Misc. Tools & small equipment | 1.00 | $6.44 | $1.29 | 0.00 | $ - |
| Foreman's Transportation F-250 Pick-Up Truck | 1.00 | $11.12 | $2.22 | 0.00 | $ - |
| Superintendent's Transportation 2500 HD | 1.00 | $11.12 | $2.22 | 0.00 | $ - |
| Grading Tractor | 1.00 | $62.33 | $0.00 | 0.00 | $ - |
| Ford Sweeper | 1.00 | $23.45 | $4.69 | 0.00 | $ - |
| Plate Compactors | 2.00 | $11.42 | $2.28 | 0.00 | $ - |
| * Rates are based on Blue Book Monthly rates divided by 176 for hourly rate | | | | | $ - |

| Material Requirements | Qty | Unit | Rate | | Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| *Sub Total :* | | | | | $ - |

| Subcontractor Requirements | Qty | Unit | Rate | | Amount |
|---|---|---|---|---|---|
| Glory Sand Blasting and Specialty Coatings | 1.00 | LS | 148,700.00 | | $ 148,700.00 |
| Credit for spectra shield removal | 1.0 | L:S | ($130,000.00) | | $ (130,000.00) |
| | | | | | |
| | | | | | |
| | | | | | |
| *Sub Total :* | | | | | $ *18,700.00* |

| Misc. Requirements | Qty | Unit | Rate | Duration (hrs) | Amount |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | $ - |
| *Sub Total :* | | | | | $ 18,700.00 |
| | | | Increased Bond& Insurance | 2.40% | $ 448.80 |
| | | | Profit | 15% | $ 2,872.32 |
| | | | **TOTAL DIRECT COST :** | | $ 22,021.12 |
| | | | Contract Time Extension | | 1 days |

**Remarks**
OWNER REQUESTED CHANGE

**From:** Stephen Decker
**To:** Steve Rheiner; Christopher Seufert, PMP
**Subject:** City of Winter Haven - Harmony Master Lift Station - Request for Time Extension
**Date:** Tuesday, October 22, 2024 2:06:11 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen

Good Afternoon. As you are aware, the contract time completion date is rapidly approaching. The current date is mid December. However, as you are further aware, we will not receive critical components until mid January. Once the components are received, we will need time to install, wire, and test these critical systems.

As a result of supply chain issues, please extend the contract to March 31, 2025. This should be enough time to resolve the currently known issues.

Thank you

Stephen Decker, P.E. CGC
B&B Underground Construction Inc
4050 Westgate Avenue
Suite 110
West Palm Beach, Florida 33409
PH 561 249 0341

## CHANGE ORDER AUTHORIZATION (COA)

This Change Order Authorization (COA) form is utilized when a change to a project increases the cost of the project by $5,000 or 1% of the amount of the original PO, whichever is more. If the original project amount was approved by the City Commission, allowing the City Manager to take any and all actions necessary to complete the project, then the COA may be approved by the City Manager.

*If the COA includes changes to the design or changes in the scope of work on a major City project, the COA must also be signed by the City Engineer or his designee.

Date 10/23/24 Purchase Order (PO) # 2023-00000132 CO# 2

Project Name / Bid # Harmony Master Lift Station

Vendor Name B&B Underground LLC

Account # 402-08-323-6301 Project Code

| | | | |
|---|---|---|---|
| Original PO Amount | $ 7,978,041.00 | Original # of Contract Days: | 604 |
| Total Cost of Previously Issued COs | $ 56,144.67 | Additional Contract Days: | 4 |
| Total Cost of this CO: | $ 92,523.16 | Additional Contract Days: | 166 |

NEW PO amount inclusive of ALL change orders to date: $ 8,126,708.83

Reason needed: Pump support changes, increased hatch size, Hydro Ranger level control, interior drop bowl for 12 inch force main, extended life Sauereisen coating in structures.

### AUTHORIZATIONS

Department Director: [signature] City Engineer*: N/A

**Date of Commission Approval:

*If applicable (or denote if this is listed as a line item in approved budget and approval not required)*

DATE: December 18, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Gary M. Hubbard, Water Department Director

SUBJECT: Amendment No. 1 for the Septic to Sewer Remediation Area 6A to Wright-Pierce, Inc.

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## BACKGROUND

The City of Winter Haven contracted Wright-Pierce on April 15, 2020 under the Master Professional Services Agreement (RFQ-20-01) for design and permitting of the Septic to Sewer 6A North and South Project, specifically for the construction of Lift Station #191.

Amendment No. 1 expands the scope of services to include:

- Final Design Documents and Technical Specifications: Creating comprehensive plans and specifications for construction.
- Bidding and Pre-Construction: Assisting with the bidding process and conducting a pre-construction meeting.
- Construction Phase Support: Reviewing shop drawings, providing monthly progress reports, and addressing contractor inquiries.
- Inspections and Project Closeout: Conducting substantial and final completion inspections, and delivering a final set of record drawings.
- Permitting: Securing final permits from the Florida Department of Environmental Protection (FDEP) for Lift Station #191, ensuring compliance with Heartland Grant FDEP LPA 0442 and FDEP LPA 0212.

## FINANCIAL IMPACT

The costs are partially funded through Heartland/FDEP- LPA0442 grant and FDEP- LPA0212 grant for the CEI services. Funds are budgeted in the amount of $133,150.00 in 402-08-323-6301 in fiscal year 2024/2025 for the Septic to Sewer Remediation Area 6A Project.

## STRATEGIC PLAN ALIGNMENT

- Pillar: Infrastructure
- Goal: 3.3 – Ensure an actionable strategy is in place for the future of water resources.

- Strategy: 3.3.3 – Establish and annually fund a utility infrastructure repair and replacement program prioritizing the replacement of vulnerable and obsolete infrastructure.

This Task Order aligns with the replacement and implementation of the Septic to Sewer 6A Project replacing Lift Station #191.

## RECOMMENDATION

Staff recommends the City Commission approve Amendment No. 1 for the Septic to Sewer Remediation Area 6A to Wright-Pierce, Inc. and authorize the City Manager or his designee to take all further necessary actions necessary thereto.

## ATTACHMENTS

- Septic to Sewer Remediation Area 6A, Amendment No. 1
- Amendment No. 1 Change Order Authorization

**MASTER CONTINUING PROFESSIONAL CONSULTING SERVICES AGREEMENT**
**TASK ORDER #002**

**AMENDMENT NO. 1**

**CITY OF WINTER HAVEN**
**SEPTIC-TO-SEWER REMEDIATION AREA NO. 6A**
**PLANNING, DESIGN, AND CEI SERVICES**

**SCOPE OF SERVICES**

Wright-Pierce, Inc. (CONSULTANT) entered into a Professional Consulting Agreement (AGREEMENT) with the City of Winter Haven, Florida (CITY) on April 15, 2020. Pursuant to this AGREEMENT, the CITY approved Task Order #002 for the CONSULTANT to provide certain professional services in support of a *Septic-to-Sewer Remediation Area Number 6 Project* (Project).

## A. PROJECT BACKGROUND AND DESCRIPTION

This Project is intended to convert the west portion of Remediation Area No. 6 (Area 6A) from septic tanks to the CITY's wastewater collection system. Therefore, this design includes the construction of a new sewer lateral service on private property from the existing property septic system to the newly design collection system in the right-of-way. Additionally, the septic tanks will be decommissioned. The generic tasks include: Draft and Final Design of the improvements, public communication, permitting assistance, bidding services, and construction engineering and limited inspection services.

During the design of the Project, it was determined that changes to the design and implementation of the Project were needed. As such, the CITY requested changes to the design and implementation of the Project requiring this Amendment to the original agreement. Additional services provided by CONSULTANT in support of the Project include:

- Rehabilitating existing Lift Station 191 and re-routing sewer flows from the converted septic tanks to a modified lift station.
- Design efforts to separate Lift Station 191 as a separate bid package for the CITY to be eligible for potential grant funding.
- Re-design of LS 191 to comply with latest CITY standards (revised after Project initiation and 100% documents issued).
- Design efforts related to the remaining portion of Remediation Area 6A due to removal of LS 191 as a separate Bid package.
- Bidding services for the additional bid package for LS 191.
- Additional construction services for the additional bid package for LS 191.

## B. SCOPE OF SERVICES

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

**PHASE 100 – PROJECT MANAGEMENT**

Task 101 – Project Management

The CONSULTANT will perform project management activities associated with the Project. These activities include planning and scheduling; managing staff, budgets and schedules; developing monthly status reports and invoices and communicating with the CITY. In addition, the CONSULTANT will set up a SharePoint FTP site for this Project to facilitate exchange of information.

Task 102 – Project Meetings

The CONSULTANT shall prepare for and attend the following meetings to present interim project information and status updates:

- 90% Design Review Meeting (Virtual)
- Project Status Meeting

The CONSULTANT shall prepare an agenda and prepare a meeting summary for distribution to the attendees after each meeting.

**PHASE 200 – SUPPORT SERVICES – NOT USED**

**PHASE 300 – PUBLIC COORDINATION AND ORDINANCE REVIEW – NOT USED**

**PHASE 400 – SITE PLANNING – NOT USED**

**PHASE 500 – PRELIMINARY DESIGN DEVELOPMENT – NOT USED**

**PHASE 600 – FINAL DESIGN DOCUMENTS**

CONSULTANT shall use the approved 100% Design Documents, approved by the CITY, to prepare final Contract Documents, including construction drawings and specifications suitable for inviting construction bids. The 100% Design Documents will be separated into three separate projects: Lift Station 191 Rehabilitation Project, Septic-to-Sewer Remediation Area 6A North Project, and Septic-to-Sewer Remediation Area 6A South Project.

Task 601 – 60% Design Documents

No additional work is expected.

Task 602 – 90% Design Documents

The CONSULTANT shall prepare a 90% set of documents for each of the three Projects pulled from the existing 100% Design Documents previously submitted. CONSULTANT shall provide coordination, quality management, and technical review and provide the 90% design documents, consisting of the following:

1. Design drawings and specifications for each Project, in PDF format.
2. Updated Bid Form for each Project, in PDF format.

The CITY will review the submittal within two weeks and provide a consolidated matrix of comments to be addressed in the 100% submittal. The CONSULTANT shall meet with the CITY at the 90% Design Review Meeting (Task 102) to discuss the design review comments for all three projects at the same time.

Task 603 – 100% Design Documents

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

1. Design drawings, for each Project, consisting of one electronic copy, in PDF format.
2. Technical specifications, for each Project, consisting of one electronic copy, in PDF format.
3. Updated Bid Form for each Project, in PDF format.

**PHASE 700 – PERMITTING SERVICES – NOT USED**

**PHASE 800 – BID PHASE SERVICES**

Task 801 – Bidding Services

The CITY will use the updated 100% design drawings for each of the three Projects to solicit bids from qualified contractors to construct the Project, including advertising the project and bidding administration. The CITY will initiate three separate bidding processes, one for the LS 191 Rehabilitation Project, one for the Septic-to-Sewer Remediation Area 6A North Project, and one for the Septic-to-Sewer Remediation Area 6A South Project.

During the bidding process, for each Project, the CONSULTANT shall:

1. Attend a Pre-bid meeting to be organized by the CITY.
2. In consultation with the CITY, CONSULTANT shall review questions from the bidders and provide comments/responses to the CITY. After response coordination with the CITY, the CITY shall issue the final Bid Addenda. The preparation of up to two (2), separate Bid Addenda, including minor revisions to drawings or specifications developed during the bidding process, have been budgeted.
3. The CITY will prepare the bid tabulation and provide it to the CONSULTANT.
4. Prepare a recommendation of award letter to the CITY.

**PHASE 900 – CONSTRUCTION ADMINISTRATION SERVICES**

The original scope included the construction services related to the two septic-to-sewer projects which will be constructed at the same time. This is for the additional services related to the LS 191 Rehabilitation Project which will be constructed separately. For this scope, it has been assumed that construction will occur over a period of **360** calendar days.

Task 901 – Pre-Construction Meeting

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

Task 902 – Preliminary Matters and Contract Documents

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

The CONSULTANT shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the Contractor's proposed construction schedule for the Project.

Task 903 – Shop Drawing Review

The CONSULTANT shall receive Shop Drawings provided by the Contractor and distribute the Shop Drawings to the CITY for review. The CONSULTANT shall review the Shop Drawings for general conformance with the Contract Documents and incorporate CITY comments on the Shop Drawings, then distribute the review comments to the Contractor. The CONSULTANT shall review up to thirty (30) Shop Drawings (assuming 20 submittals and 10 resubmittals). The CONSULTANT shall maintain a shop drawing log to the track shop drawing review process, for CONSULTANT use only.

Task 904 – Construction Progress Meetings

A representative of the CONSULTANT shall attend up to ten (10) construction progress meetings (assumed once per month). The Contractor shall prepare the meeting agenda and generate meeting minutes. The CONSULTANT will review the meeting minutes and provide comments to the Contractor.

Task 905 – Construction Site Visits

The CONSULTANT's Engineer of Record (EOR), or designated representative, shall visit the site periodically, at intervals appropriate to the various stages of construction to observe site conditions and the Work to determine general conformance to the Contract Documents, as applicable. Site visits shall occur at least monthly during the active construction period, which is estimated to be 6-months. A total of six (6) site visits have been allocated for this task. Some site visits may occur during the time immediately adjacent to the construction progress meeting. The CITY will have a representative to observe daily construction activities.

The CONSULTANT shall notify the CITY of any work that does not appear to be in conformance with the Contract Documents. The CONSULTANT shall, if needed, disapprove or reject work, which is defective, and/or make recommendations to the CITY where special inspections or testing may be required to assess conformance with the Contract Documents.

The CONSULTANT shall coordinate schedules with the Contractor for startup and testing activities of the major equipment. The CONSULTANT shall coordinate site visits to observe major testing and startup activities.

Task 906 – Applications for Payment

The CONSULTANT shall review up to ten (10), monthly Applications for Payment submitted by the Contractor, including updated progress schedules, and shall indicate in writing to the CITY a recommendation of payment or return the application to the Contractor specifying in writing the reasons

for not recommending payment. The CONSULTANT's recommendation of payment shall constitute a representation by the CONSULTANT to the CITY that:

1. The work has progressed to the point indicated;
2. The quality of the work is generally in accordance with the Contract Documents; and
3. The conditions precedent to the Contractor being entitled to such payment appear to have been fulfilled based on the CONSULTANT's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the CONSULTANT shall request that the Contractor submit a recovery plan schedule indicating corrective actions necessary to get the work back on schedule. The CONSULTANT shall submit the Contractor Application for Payment to the CITY within five (5) working days of receipt of the same.

Task 907 – Requests for Information (RFIs)
The CONSULTANT shall review up to five (5) RFIs submitted by the Contractor. The Contractor shall provide a response and submit to the CITY for review. After the CITY has provided their comments, the CONSULTANT shall submit the final RFI responses to the Contractor. The CONSULTANT shall maintain an RFI log for the Project, for CONSULTANT use only.

Task 908 – Change Orders
The Contractor shall prepare Change Order Requests for adjustments in Contract Price or Contract Time and submit them to the CONSULTANT for review and comment. After incorporating comments from the CONSULTANT, the Contractor will submit the final Change Order Request to the CONSULTANT. The CONSULTANT shall advise the CITY on the Change Order Request and recommend approval. The CITY will approve and execute the final Change Order. This task includes a total of two (2) change order reviews.

Task 909 – Substantial Completion

Upon written notification and receipt of a list of items to be completed/corrected from the Contractor, the CONSULTANT shall visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the CONSULTANT assumes that one (1) substantial completion site visit shall be required. It is assumed that at this time, the pumps will be tested per the Specifications in the presence of the CONSULTANT, if they have not been tested during a previous site visit (Task 905). When the work (or a portion thereof) is deemed to be substantially complete, the CONSULTANT shall prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed/corrected.

Task 910 – Project Close-Out

Upon written notification from the Contractor that the entire work is complete, the CONSULTANT shall visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the CONSULTANT assumes that one (1) final completion site visit will be required. When the work is deemed to be complete by the CONSULTANT and the CITY, the CONSULTANT shall review the Contractor's final Application for Payment and accompanying documentation and provide a written recommendation to the CITY. The CONSULTANT shall also give written notice to the CITY and the Contractor that the work is acceptable, subject to the provisions of the CITY'S General Conditions and Contractor agreement.

The CONSULTANT shall provide a single review of the Contractor's as-built drawings for completeness and compliance with CITY requirements. This effort shall include the preparation of written comments for submission to the Contractor based on the CONSULTANT'S review of the as-built drawings. The CONSULTANT shall prepare record drawings based on the Contractor's as-built data and provide electronically in AutoCAD and PDF formats. The CONSULTANT shall submit one electronic set and three (3) hardcopy sets of the record drawings to the CITY.

The CONSULTANT shall prepare and submit a single "Request For Approval To Place A Domestic Wastewater Collection/Transmission System Into Operation" [Form 62-604.300(8)(b)] to the Florida Department of Health (FDOH) or FDEP, including required backup information for the submittal to place the lift station and associated gravity sewer systems into operation. The CITY will sign the forms, as required, and submit them to the CONSULTANT. The CONSULTANT shall submit the clearance package to the regulatory agency.

## C. DELIVERABLES

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

| TASK | ACTIVITY | DELIVERABLE |
|---|---|---|
| 101 | Project Management | Monthly invoices and status updates |
| 102 | Meetings | Meeting agenda and minutes |
| 602 | 90% Design Documents | • Design drawings, in PDF format.<br>• Technical specifications, in PDF format.<br>• Bid Form, PDF format. |
| 603 | 100% Design Documents | • Design drawings, in PDF format.<br>• Technical specifications, in PDF format.<br>• Bid Form, PDF format. |
| 800 | Bid Phase Services | • Bid Addenda<br>• Bid Tabulation<br>• Recommendation of Award Letter |
| 901 | Pre-Construction Meeting | • Meeting agenda and summary |
| 902 | Contract Documents | • Conformed drawings, consisting of five (5) full-size (24"x36" or 22"x34") sets and one electronic copy in PDF format.<br>• Conformed Technical specification, consisting of five (5) bound copies and one electronic copy in PDF format. |
| 903 | Shop Drawing Review | Shop drawing review comments |
| 904 | Construction Progress Meetings | Comments on meeting minutes |
| 906 | Pay Applications | Signed pay applications |
| 907 | RFIs | RFI Responses, |
| 908 | Change Orders | Signed change orders, AARs, CRs |
| 909 | Substantial Completion | Signed substantial completion letter and punch list |

| TASK | ACTIVITY | DELIVERABLE |
|---|---|---|
| 910 | Close-out | • Final completion certificate and letter<br>• FDOH/FDEP final clearance package<br>• Record drawings, consisting of three (3) full-size (24"x36" or 22"x34") sets, and one electronic copy in AutoCAD and PDF formats. |

## D. SCHEDULE

The Project will begin immediately after the CONSULTANT receives a written Notice-to-Proceed (NTP) and an executed copy of this AGREEMENT. The CONSULTANT will coordinate with the CITY on the overall Project schedule. It is anticipated that the CONSULTANT will complete the Design Phase portion of the Project within **120** calendar days, and it is anticipated that the construction portion of the project will be completed within **360** calendar days, subject to an Event of Force Majeure, allowance, or unless otherwise approved by the CITY, in writing, in its sole and absolute discretion.

## E. COMPENSATION

This AGREEMENT establishes a not-to-exceed, lump sum cost of ***$68,250*** for the Design, Permitting, and Bidding Tasks and ***$64,900*** for the Construction Administration Services task, for an overall project total of ***$133,150*** for the tasks to be completed under this AGREEMENT. Compensation for the services performed under this AGREEMENT shall be on percent complete basis as outlined in the table below and detailed in Attachment A-1.

**TABLE - FEE ESTIMATE SUMMARY**

| Task Number | Task Description | Task Cost |
|---|---|---|
| | **Design Services** | |
| 100 | Project Management | $ 16,650 |
| 600 | Final Design Documents | $ 45,000 |
| 800 | Bid Phase Services | $ 6,600 |
| | ***Subtotal Design*** | ***$ 68,250*** |
| 900 | Construction Administration Services | $ 64,900 |
| | ***Subtotal Construction Services*** | ***$ 64,900*** |
| | **Total Fee Estimate (Design and Construction Services)** | **$ 133,150** |

## F. CITY'S RESPONSIBILITIES

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

- Provide requested data within 2 weeks of each request.
- Review and provide a consolidated list of review comments for each submittal (one review per submittal).

- Utilize a maximum review time of two weeks per submittal.
- Provide access to any facilities as needed for visits and evaluations.
- The CITY will have a representative to observe daily construction activities.
- Provide temporary construction easements (and/or permanent easements) for each parcel.

## G. SERVICES NOT INCLUDED

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

- Environmental Resource Permit
- NPDES Permit
- No Threatened & Endangered (T&E) Species assessments will be performed.
- No legal services are provided.
- Additional survey

## H. ASSUMPTIONS

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

- The CITY will provide a single review of each submittal within two weeks and provide a consolidated matrix of comments.
- The existing 100% final design documents will be used as a basis for updating the design packages, with minimal changes. No updates or redesigns are included.
- The CITY will provide day-to-day inspection services during construction.
- No O&M Manuals will be developed. The City will obtain the O&M Manual for the lift station (and any others deemed necessary) from the vendor, through the Contractor.

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

WRIGHT-PIERCE, INC.

Signature: _____

Steven C. Hallowell, Senior Vice President

Date: 7-22-2024

| Project Task Description | Principal | QA/QC Officer | Senior Project Manager | Lead Senior Engineer | Structural Engineer | Electrical Engineer | Instrumentation Engineer | Senior Project Engineer | Project Engineer III | Project Engineer II | Senior Engineering Technician | Administrative Assistant | Labor Subtotal | | Subconsultant Fee Markup | Direct Reimbursables | Subtotal Task |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Rate = $235 | Rate = $222 | Rate = $210 | Rate = $196 | Rate = $214 | Rate = $214 | Rate = $214 | Rate = $176 | Rate = $152 | Rate = $130 | Rate = $115 | Rate = $76 | | | 10% | | |
| | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Hours | Cost | | | |
| **PHASE 100 - Project Management** | | | | | | | | | | | | | | | | | |
| 101 Project Management | 3 | 4 | 36 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 16 | 59 | $10,369 | $0.00 | $131 | $10,500 |
| 102 Project Meetings | 0 | 0 | 12 | 12 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 2 | 34 | $6,064 | $0.00 | $86 | $6,150 |
| 102.A Preliminary Design Review Meeting | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 | $0 | $0 |
| 102.C 90% Design Review Meeting | 0 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 2 | 18 | $3,108 | $0.00 | $42 | $3,150 |
| 102.D Project Coordination Meetings | 0 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 16 | $2,956 | $0.00 | $44 | $3,000 |
| *Subtotal Task 1* | *3* | *4* | *48* | *12* | *0* | *0* | *0* | *0* | *0* | *8* | *0* | *18* | 93 | $16,433 | *$0.00* | *$217.00* | *$16,650.00* |
| **PHASE 600 - Final Design Documents** | | | | | | | | | | | | | | | | | |
| 601 60% Design Documents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | $0 | $0.00 | $0 | $0 |
| 602 90% Design Documents | 0 | 6 | 12 | 24 | 6 | 24 | 8 | 12 | 16 | 8 | 40 | 8 | 164 | $27,480 | $0.00 | $120 | $27,600 |
| 603 100% Design Documents | 0 | 6 | 6 | 10 | 2 | 12 | 8 | 12 | 16 | 8 | 16 | 8 | 104 | $17,292 | $0.00 | $108 | $17,400 |
| *Subtotal Task 6* | *0* | *12* | *18* | *34* | *8* | *36* | *16* | *24* | *32* | *16* | *56* | *16* | 268 | $44,772 | *$0.00* | *$228* | *$45,000* |
| **PHASE 800 - Bid Phase Services** | | | | | | | | | | | | | | | | | |
| 801 Bidding Services | 0 | 2 | 3 | 10 | 2 | 2 | 2 | 2 | 8 | 0 | 4 | 2 | 37 | $6,498 | $0.00 | $102 | $6,600 |
| *Subtotal Task 8* | *0* | *2* | *3* | *10* | *2* | *2* | *2* | *2* | *8* | *0* | *4* | *2* | 37 | $6,498 | *$0.00* | *$102* | *$6,600* |
| **PHASE 900 - Construction Services** | | | | | | | | | | | | | | | | | |
| 901 Pre-construction Meeting | 0 | 0 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 2 | 12 | $1,876 | $0 | $124 | $2,000 |
| 902 Contract Docs | 3 | 2 | 2 | 4 | 4 | 4 | 4 | 0 | 0 | 4 | 8 | 2 | 37 | $6,513 | $0 | $37 | $6,550 |
| 903 Shop Drawings | 0 | 0 | 0 | 12 | 4 | 16 | 8 | 0 | 0 | 24 | 0 | 12 | 76 | $12,376 | $0 | $24 | $12,400 |
| 904 Construction Progress Meetings | 0 | 0 | 8 | 24 | 0 | 0 | 0 | 0 | 0 | 24 | 0 | 2 | 58 | $9,656 | $0 | $544 | $10,200 |
| 905 Site Visits | 0 | 0 | 8 | 24 | 0 | 4 | 0 | 0 | 0 | 24 | 0 | 2 | 62 | $10,512 | $0 | $588 | $11,100 |
| 906 Pay Apps | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 2 | 18 | $2,760 | $0 | $40 | $2,800 |
| 907 RFIs | 0 | 0 | 2 | 4 | 2 | 2 | 0 | 4 | 0 | 4 | 16 | 2 | 36 | $5,276 | $0 | $24 | $5,300 |
| 908 Change Orders | 0 | 0 | 2 | 4 | 0 | 2 | 0 | 0 | 0 | 4 | 0 | 2 | 14 | $2,304 | $0 | $46 | $2,350 |
| 909 Substantial Completion | 0 | 2 | 2 | 4 | 2 | 4 | 0 | 0 | 0 | 4 | 0 | 2 | 20 | $3,604 | $0 | $46 | $3,650 |
| 910 Project Close-out | 3 | 2 | 4 | 4 | 2 | 4 | 2 | 0 | 0 | 8 | 24 | 2 | 55 | $8,437 | $0 | $113 | $8,550 |
| *Subtotal Task 9* | *6* | *6* | *30* | *92* | *14* | *36* | *14* | *4* | *0* | *108* | *48* | *30* | 388 | $63,314 | *$0* | *$1,586* | *$64,900* |
| **PROJECT TOTAL** | **9** | **24** | **99** | **148** | **24** | **74** | **32** | **30** | **40** | **132** | **108** | **66** | **786** | **$131,017.00** | **$0.00** | **$2,133.00** | **$133,150.00** |

## CHANGE ORDER AUTHORIZATION (COA)

This Change Order Authorization (COA) form is utilized when a change to a project increases the cost of the project by $5,000 or 1% of the amount of the original PO, whichever is more. If the original project amount was approved by the City Commission, allowing the City Manager to take any and all actions necessary to complete the project, then the COA may be approved by the City Manager.

*If the COA includes changes to the design or changes in the scope of work on a major City project, the COA must also be signed by the City Engineer or his designee.

Date 12/18/2024 Purchase Order (PO) # 2021-00000207 CO# 1

Project Name / Bid # Septic to Sewer 6A North and South LS 191

Vendor Name Wright-Pierce

Account # 402-08-323-6301 Project Code UT SepSew Remed

| | | | |
|---|---|---|---|
| Original PO Amount | $ 382,750.00 | Original # of Contract Days: | 0 |
| Total Cost of Previously Issued COs | $ 0.00 | Additional Contract Days: | 0 |
| Total Cost of this CO: | $ 133,150.00 | Additional Contract Days: | 0 |

NEW PO amount inclusive of ALL change orders to date: $ 515,900.00

Reason needed: On April 15, 2020, Wright-Pierce was retained through the City's Master Professional Services Agreement in accordance with CCNA from qualification submitted during RFQ-20-01, for the design and permitting of the Septic to Sewer 6A North and South Project with specific focus on the construction of LS# 191. The Scope of Services included in Amendment #1 shall include Final Design Documents, Bidding Services, Technical Specifications, Pre-Construction Meeting, Shop Drawing Reviews, Monthly Progress Meeting Reports, Contractor Requests for Additional Information, Conduct Substantial Completion Inspection and Final Completion Inspection, and Final Set of Record Drawings and final permitting through Florida Department of Environmental Protection (FDEP) for Lift Station 191, complying with the Heartland Grant FDEP LPA 0442 and FDEP LPA 0212 Grant.

### AUTHORIZATIONS

Department Director:  City Engineer*: N/A

**Date of Commission Approval: 6/28/2021

*If applicable (or denote if this is listed as a line item in approved budget and approval not required)*

DATE: January 3, 2025

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
Vance Monroe, Police Chief

FROM: Donald Nunnery, Police Captain

SUBJECT: Purchase of Three (3) Police Vehicles

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## BACKGROUND

The Police Department has the opportunity to purchase three (3) 2025 Ford Interceptor Utility Vehicles. These cars will replace selected units involved in crashes that, after being processed through the insurance companies, can no longer be put back into service. The vehicles will enhance the department's operational capabilities, ensuring that law enforcement can continue serving the community effectively, efficiently, and safely.

## FINANCIAL IMPACT

The total cost for the three vehicles is $132,399 ($44,133 per vehicle) is available in the 302-80-420-6420 Capital Depletion Fund.

Capital Depletion reserve balance from the five inoperable vehicles outlined below will be used to purchase the three replacement vehicles.

- Unit #2613- 2020 Dodge Charger $25,812.39
- Unit #2503- 2020 Dodge Charger $34,663.93
- Unit #2381- 2012 Dodge Charger $47,878.56
- Unit #1471- 2017 Dodge Charger $15,333.00
- Unit #1271 – 2016 Ford Fusion $8,711.12

## STRATEGIC PLAN ALIGNMENT

This is a routine purchase associated with normal operations of the City not specifically defined as a goal or strategy within the Strategic Plan. However, it aligns with the strategic pillars of Community Safety and Responsible Government.

## RECOMMENDATION

Staff recommends the City Commission approve the purchase of three Police Department vehicles described herein and authorize the City Manager or his designee to take any additional action necessary thereto.

## ATTACHMENT

- Bozard Ford Government Fleet - Interceptor Utility Vehicles

BOZARD Ford
GOVERNMENT FLEET

12/12/2024

Aaron Russell
Fleet Maintenance Manager
City of Winterhaven

Hi Aaron

Bozard Ford is pleased to submit the following quote Based on Contract FSA24-VEL32.0

| | | |
|---|---|---|
| ITEM#205 | FORD INTERCEPTOR UTILITY AWD 3.3L K8A | $44,133.00 |
| 51R | DRIVER SIDE LED SPOTLAMP | INC |
| YZ/9W | OXFORD WHITE/ EBONY CLOTH FRONT VINYL REAR | STD |
| 99B/44U | 3.3L V6 ENGINE/ 10 SPD AUTO | STD |

**Total** **$44,133.00**

**TOTAL FOR THREE $132,399**

Sincerely,

*Jeff Young*
Government Fleet Account Manager

DATE: January 6, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-01: Request by Forestar (USA) Real Estate Group for final plat approval of the Harmony on Lake Eloise Phase 4 Subdivision. General Location: Subdivision is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two subdivision

---

## BACKGROUND

Forestar (USA) Real Estate Group, is requesting final plat approval for Harmony on Lake Eloise Phase 4. The 57.25-acre subdivision tract is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision.

The subdivision contains 322 building lots and 12 common lots consisting of stormwater retention, recreation, and open space. All drainage conveyances and stormwater management areas will be maintained by the CDD.

A performance bond issued by Swiss Re Corporate Solutions America Insurance Corporation in the amount of $1,983,930.71 has been submitted to the City to cover the cost of remaining infrastructure items to be completed. Incomplete items include earthwork, sanitary sewer, potable water, reuse water, stormwater management, paving, and engineering certification.

## CONSISTENCY WITH FUTURE LAND USE AND ZONING

Harmony on Lake Eloise Phase 4 was developed according to the requirements contained in Planned Unit Development Ordinance O-16-12. The subdivision meets the minimum requirements established by this ordinance. Additionally, the subdivision is consistent with the adopted Neighborhood-Suburban Future Land Use.

## INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from Lake Eloise West Drive. This roadway has sufficient capacity to serve this subdivision upon build-out.

## STRATEGIC PLAN ALIGNMENT

This is an approval of a final subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

## FINANCIAL IMPACT

Using an estimated taxable value of $300,000 per lot, this subdivision will have an estimated taxable value of $96.6 million, and will generate approximately $636,594 per year in City ad valorem revenues at the anticipated millage rate of 6.59. Additional revenue will be received through the provision of City services and taxes on utilities.

## CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

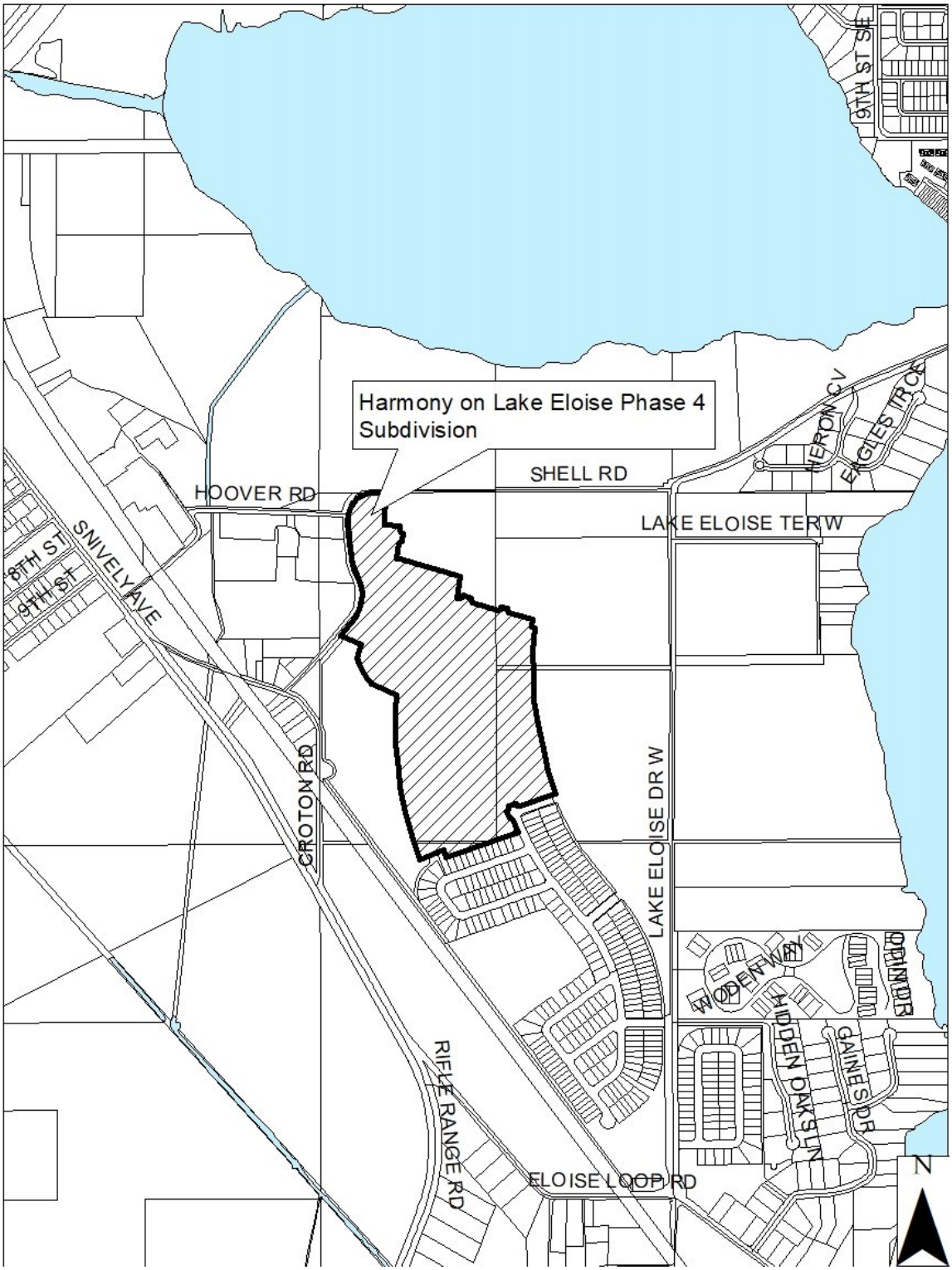
## RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-01.

## ATTACHMENTS

- Location Map
- Resolution R-25-01

Location Map


Harmony on Lake Eloise Phase 4 Subdivision
SHELL RD
HOOVER RD
LAKE ELOISE TER W
SNIVELY AVE
8TH ST
9TH ST
CROTON RD
LAKE ELOISE DR W
RIFLE RANGE RD
ELOISE LOOP RD
HERON CV
EAGLES TRCE
WOODVIEW
HIDDEN OAKS LN
GAINES DR
N

*Space for Recording*

RESOLUTION R-25-01

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "HARMONY ON LAKE ELOISE PHASE 4" FOR FILING AND ACCEPTANCE OF DEDICATIONS IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: Harmony on Lake Eloise Phase 4 is generally located west of West Lake Eloise Drive, north of Harmony on Lake Eloise Phase Two Subdivision)

WHEREAS, Forestar (USA) Real Estate Group, INC, the owner of the below described lands has submitted that certain plat entitled "Harmony on Lake Eloise Phase 4" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Harmony on Lake Eloise Phase 4" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 13th day of January. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes and subject to the condition noted below.

2. That Forestar (USA) Real Estate Group, INC, owner of the lands described in Exhibits "A" and "B" attached hereto has also submitted a Performance Bond issued by Swiss Re Corporate Solutions America Insurance Corporation to the City of Winter Haven in the amount of $1,983,930.71 to insure completion and repairs of all required infrastructure and improvements in the subdivision shown on the plat being approved for filing herein.

3. The City of Winter Haven does not accept the water and/or wastewater utility system for the subject lands at this time until all such systems, as may be constructed and noted on the plat, have passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to City standards. Further, no

certificates of occupancy for any structures constructed thereon will be issued until all such utility systems and other required infrastructure and improvements as required by the City of Winter Haven Code of Ordinances and applicable Florida law are fully operational and have been accepted by the City and/or appropriate entity with jurisdiction.

4. The adoption of this Resolution is not intended to be an affirmative acceptance of any drainage systems or internal road rights-of way notated on the Plat and/or that may exist and/or be constructed within the lands contained within the Plat being approved herein. Accordingly, the City of Winter Haven is not accepting ownership and/or responsibility for any drainage systems or internal road rights-of-way for this subdivision which shall remain the responsibility of the entity and/or individuals to whom they are dedicated on the Plat.

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

6. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 13th day of January 2025.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR- COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

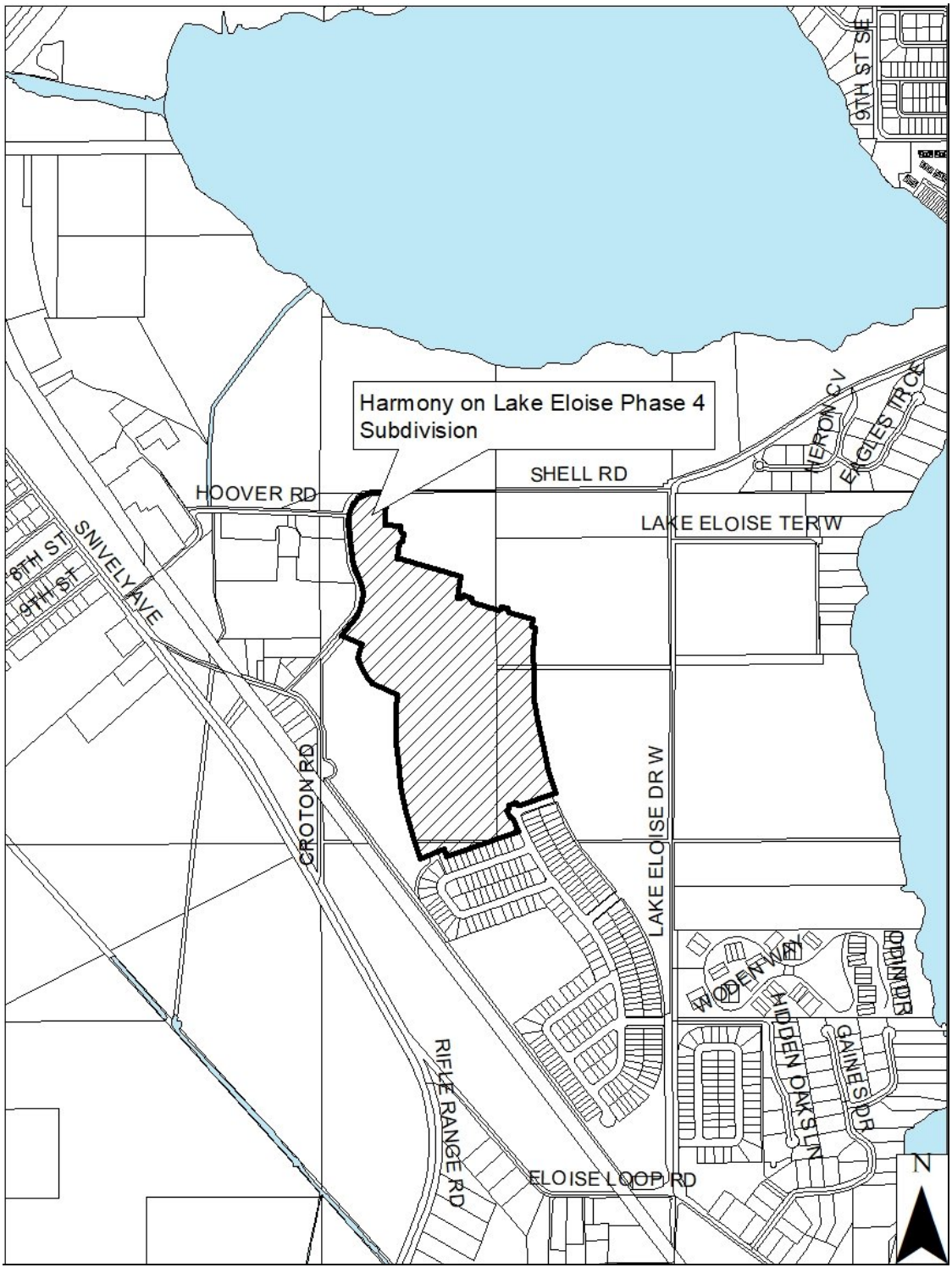
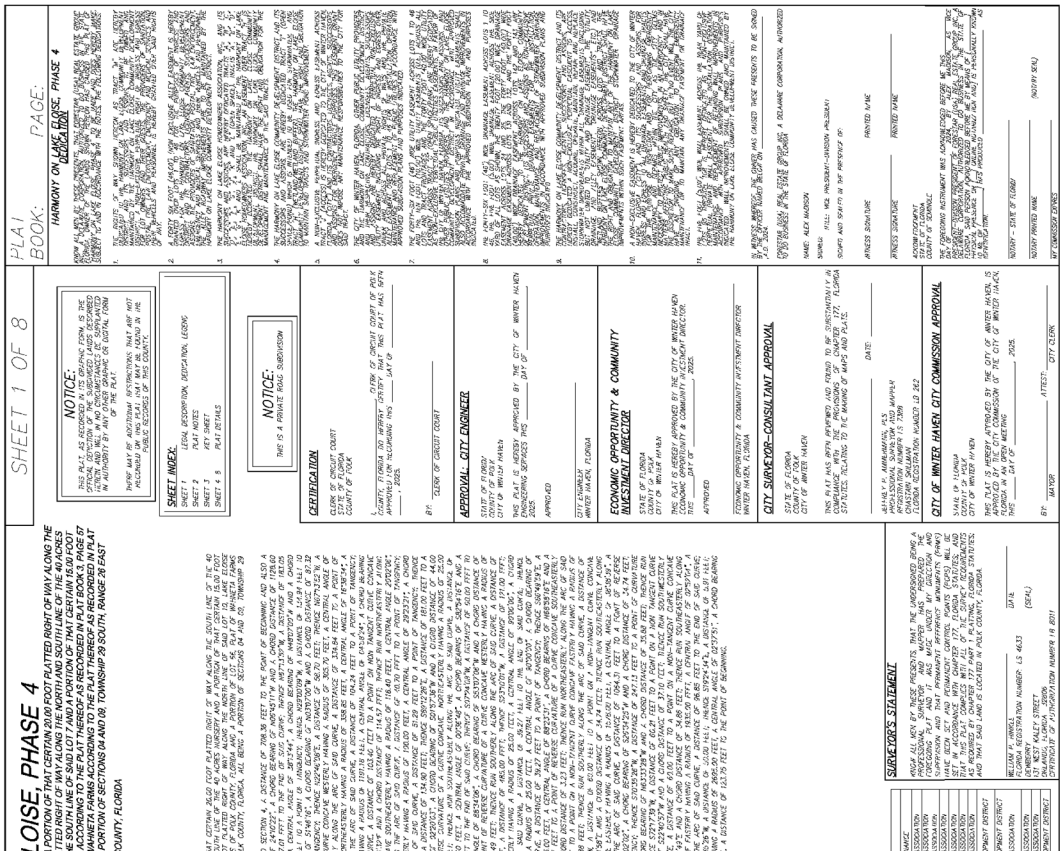

Harmony on Lake Eloise Phase 4
Subdivision
SHELL RD
HOOVER RD
LAKE ELOISE TER W
SNIVELY AVE
8TH ST
9TH ST
9TH ST SE
HERON CV
EAGLES TRCE
CROTON RD
LAKE ELOISE DR W
WOODLAWN
HIDDEN OAK STLN
GAINES DR
RIFLE RANGE RD
ELOISE LOOP RD
N

Exhibit "B"
Page 1 of 8



# HARMONY ON LAKE ELOISE, PHASE 4

**BEING A REPLAT OF A PORTION OF LOTS 6-7, 10-11, 14-15 AND THE 40 ACRES NURSERY AND A PORTION OF THAT CERTAIN 20.00 FOOT PLATTED RIGHT OF WAY ALONG THE SOUTH LINE OF THE 40 ACRES NURSERY AND A PORTION OF THAT CERTAIN 15.00 FOOT PLATTED RIGHT OF WAY ALONG THE NORTH AND SOUTH LINE OF THE 40 ACRES NURSERY AND A PORTION OF THAT CERTAIN 15.00 FOOT PLATTED RIGHT OF WAY ALONG THE SOUTH LINE OF SAID LOT 7 AND A PORTION OF THAT CERTAIN 15.00 FOOT PLATTED RIGHT OF WAY ALONG THE NORTH LINE OF SAID LOT 10, LAKE ELOISE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LOT 66, PLAT OF WAHNETA FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1-C, PAGE 62A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 04 AND 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST**

CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA

PLAT BOOK: PAGE:
SHEET 2 OF 8

## PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF N89°48'14"E ALONG THE NORTH BOUNDARY LINE OF THE SOUTHWEST 1/4 OF SECTION 04, TOWNSHIP 29 SOUTH, RANGE 26 EAST.
2. ALL LOT CORNERS SHALL BE MONUMENTED WITH A 5/8" IRON ROD AND CAP (DEWBERRY LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
3. ALL STREET CENTERLINE CHANGE IN DIRECTION SHALL BE MONUMENTED WITH A NAIL & DISK (PCP LB 8011), IN ACCORDANCE WITH CHAPTER 177.091(9), FLORIDA STATUTES, UNLESS OTHERWISE NOTED.
4. ALL LOT LINES INTERSECTING CURVES ARE RADIAL UNLESS NOTED OTHERWISE WITH (NR).
5. FINAL CONVEYANCE OF ANY UTILITIES IMPROVEMENTS IS SUBJECT TO FINAL ACCEPTANCE BY THE CITY COMMISSION AND/OR STAFF, AND, AS PART OF THE ACCEPTANCE PROCESS, SUCH IMPROVEMENTS MAY BE CONVEYED FROM EITHER THE DEVELOPER AND/OR THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT.
6. PURSUANT TO SECTION 193.0235, F.S., ALL TRACTS DEDICATED TO THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC., HEREUNDER ARE INTENDED TO BE USED AS COMMON ELEMENTS FOR THE EXCLUSIVE BENEFIT OF LOT OWNERS.
7. A NON-EXCLUSIVE PERPETUAL RIGHTS OF INGRESS AND EGRESS FOR LOT OWNERS AND THEIR GUESTS, THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICES AND THEIR VEHICLES AND PERSONNEL IS HEREBY GRANTED OVER TRACT "M" (ROADWAY TRACT).
8. A NON-EXCLUSIVE ALLEY EASEMENT FOR THE PURPOSES OF INGRESS AND EGRESS FOR THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC. AND ITS CONTRACTORS, LICENSEES, AGENTS, SUCCESSORS AND ASSIGNS, LOT OWNERS AND THEIR GUESTS, THE PROVIDERS OF SANITATION, POSTAL, FIRE, LAW ENFORCEMENT, EMERGENCY AND MEDICAL SERVICES AND THEIR VEHICLES AND PERSONNEL IS HEREBY GRANTED OVER LOTS 1 TO 46 AND 73 TO 86 AND IS TO BE MAINTAINED BY THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC.
9. ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION AND DATA SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
10. PLAT SUBJECT TO THAT CERTAIN UTILITY DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12531, PAGE(S) 155 THROUGH 186 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
11. THE FEE SIMPLE OWNER OF SAID LOTS AND/OR TRACTS SHALL BE RESPONSIBLE FOR GRASS AND LANDSCAPING WITHIN ALL DRAINAGE EASEMENTS LOCATED UPON INDIVIDUAL LOTS AND/OR TRACTS. LOT OWNERS SHALL NOT EXCAVATE OR PLACE FILL MATERIAL, LANDSCAPING OR ANY OBSTRUCTION IN ANY PUBLIC RIGHT OF WAY OR INTERFERE IN ANY WAY WITH THE DRAINAGE EASEMENTS WITHOUT PRIOR APPROVAL BY ALL AFFECTED AGENCIES. ANY OBSTRUCTIONS WITH DRAINAGE TRACTS OR EASEMENTS WILL BE REMOVED AND THE DRAINAGE FACILITY RESTORED TO ITS ORIGINAL DESIGN AND PERMITTED PLANS AT THE PROPERTY OWNER'S COST. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT OR THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC. MAY, AT THE THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT OR THE HARMONY ON LAKE ELOISE HOMEOWNERS ASSOCIATION, INC. DISCRETION, REMOVE THE OBSTRUCTION WITHOUT COMPENSATION TO THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE CAUSED DUE TO PLACEMENT OF THE OBSTRUCTION.
12. NO OBSTRUCTION SUCH AS WALLS, FENCES OR LANDSCAPING SHALL BE INSTALLED WITHIN ANY UTILITY EASEMENT THAT PREVENTS UTILITY PROVIDER MAINTENANCE PERSONNEL AND EQUIPMENT ACCESS. OBSTRUCTIONS WITHIN THESE AREAS WILL BE REMOVED AT THE PROPERTY OWNER'S COST. THE CITY OF WINTER HAVEN, FLORIDA AND UTILITY PROVIDERS HAVE THE DISCRETION TO REMOVE THE OBSTRUCTION WITHOUT COMPENSATION TO THE PROPERTY OWNER. THE PROPERTY OWNER SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGE TO THE UTILITIES DUE TO PLACEMENT OF THE OBSTRUCTION.
13. THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT ("CDD") HAS BEEN ESTABLISHED AS RECITED IN THAT NOTICE OF ESTABLISHMENT OF THE HARMONY ON LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 11634, PAGE 0853 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.
14. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY, AS DERIVED BY FROM SWFWMD BENCHMARK DD2122, DESCRIBED AS A SURVEY DISK SET IN 4"x4" CONCRETE MONUMENT STAMPED "SWFWMD, 24/DD 2011", HAVING AN ELEVATION OF 160.75 (NAVD 88).
15. PLAT SUBJECT TO CERTAIN EASEMENTS, LISTED BELOW, AS SHOWN IN PROPERTY INFORMATION REPORT PREPARED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, ALLIANT FILE NUMBER: 2011960R, AUGUST 5, 2024.

**(ONLY ITEMS THAT AFFECT SUBJECT PLAT ARE LISTED BELOW)**

2. RESTRICTIONS, RESERVATIONS, COVENANTS, EASEMENTS, CONDITIONS AND ALL OTHER MATTERS AS SHOWN ON PLAT RECORDED IN PLAT BOOK 1, PAGE 62A AND 62B, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA **[AFFECTS; PLOTTED AS APPLICABLE]**
3. RESTRICTIONS, RESERVATIONS, COVENANTS, EASEMENTS, CONDITIONS AND ALL OTHER MATTERS AS SHOWN ON PLAT RECORDED IN PLAT BOOK 3, PAGE 57, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA **[AFFECTS; PLOTTED AS APPLICABLE]**
6. ORDINANCE NO. O-97-27 AS CONTAINED IN THAT CERTAIN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 7177, PAGE 936, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. **[AFFECTS; NOT PLOTTABLE HEREON]**
8. ORDINANCE NO. O-15-37 AS CONTAINED IN THAT CERTAIN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 9678, PAGE 446, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. **[AFFECTS; NOT PLOTTABLE HEREON]**
10. NOTICE OF ESTABLISHMENT OF THE HARMONY OF LAKE ELOISE COMMUNITY DEVELOPMENT DISTRICT AS CONTAINED IN THAT CERTAIN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 10131, PAGE 883, AND OFFICIAL RECORDS BOOK 10702, PAGE 370, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. **[AFFECTS; NOT PLOTTABLE HEREON]**
15. EASEMENT GRANTED TO THE CITY OF WINTER HAVEN AS RECORDED IN OFFICIAL RECORDS BOOK 11505, PAGE 512, AS AFFECTED BY RESOLUTION NO. R-21-64 RECORDED IN OFFICIAL RECORDS BOOK 11577, PAGE 2131, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. **[AFFECTS; PLOTTED HEREON]**
16. TEMPORARY CONSTRUCTION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 12047, PAGE 2181, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. **[AFFECTS; NOT PLOTTABLE HEREON]**
17. DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12693, PAGE 1270, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA. **[AFFECTS; NOT PLOTTABLE HEREON]**

### NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND MAY IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR WRITTEN FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

### SHEET INDEX:


| | |
|---|---|
| SHEET 1 | LEGAL DESCRIPTION, DEDICATION, LEGEND |
| SHEET 2 | PLAT NOTES |
| SHEET 3 | KEY SHEET |
| SHEET 4-8 | PLAT DETAILS |


### NOTICE:

THIS IS A PRIVATE ROAD SUBDIVISION

### FLOOD HAZARD

THIS PROPERTY IS SUBJECT TO FLOODING. YOU SHOULD CONTACT THE CITY OF WINTER HAVEN AND OBTAINED THE LATEST INFORMATION OF FLOODING ELEVATION AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THE PROPERTY. EVEN MEETING POLK COUNTY STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEM AND WATER WELL SYSTEM WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS


**Dewberry**
131 WEST KALEY STREET
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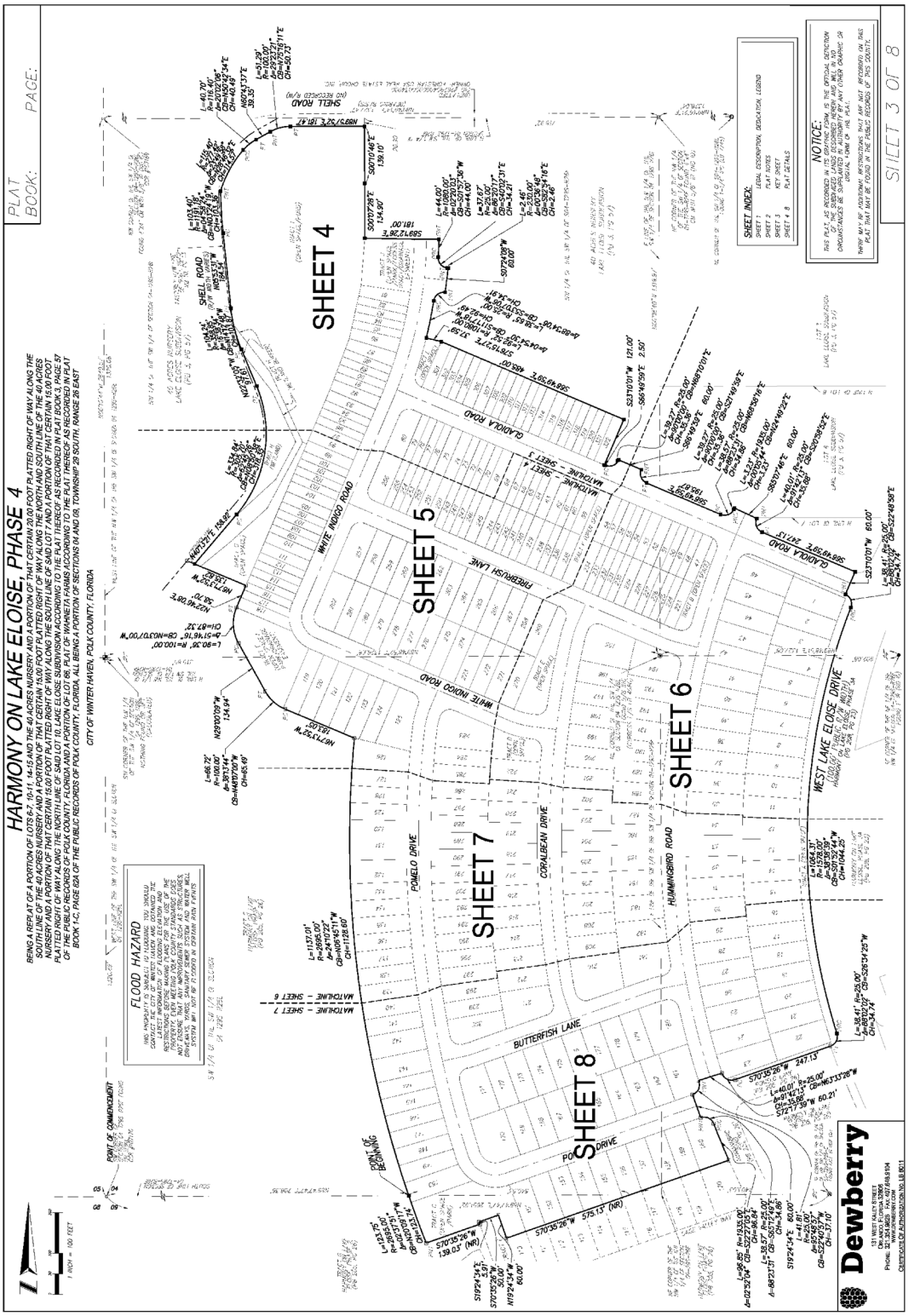
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

Exhibit “B”
Page 3 of 8



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Page 4 of 8

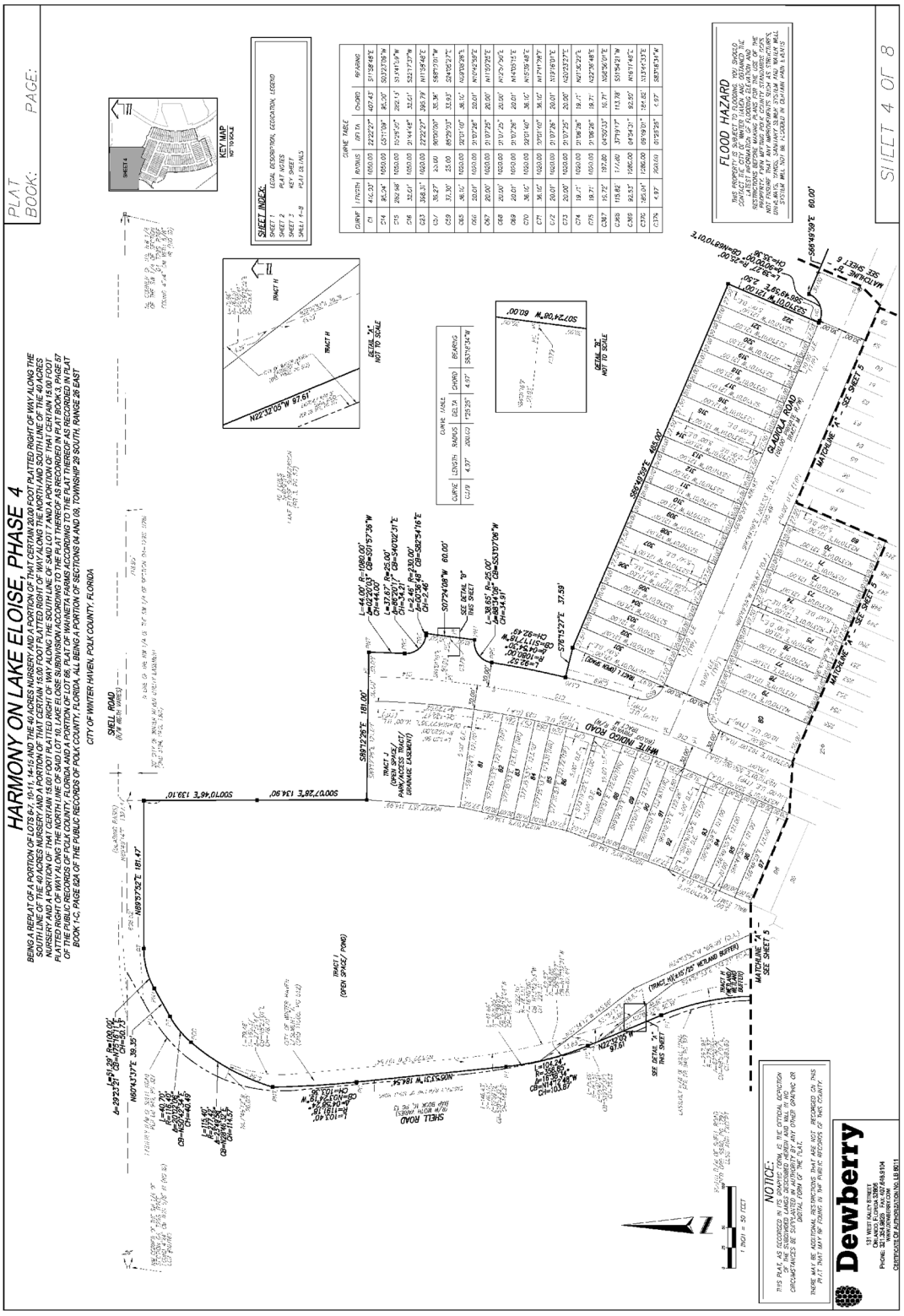

Exhibit “B”
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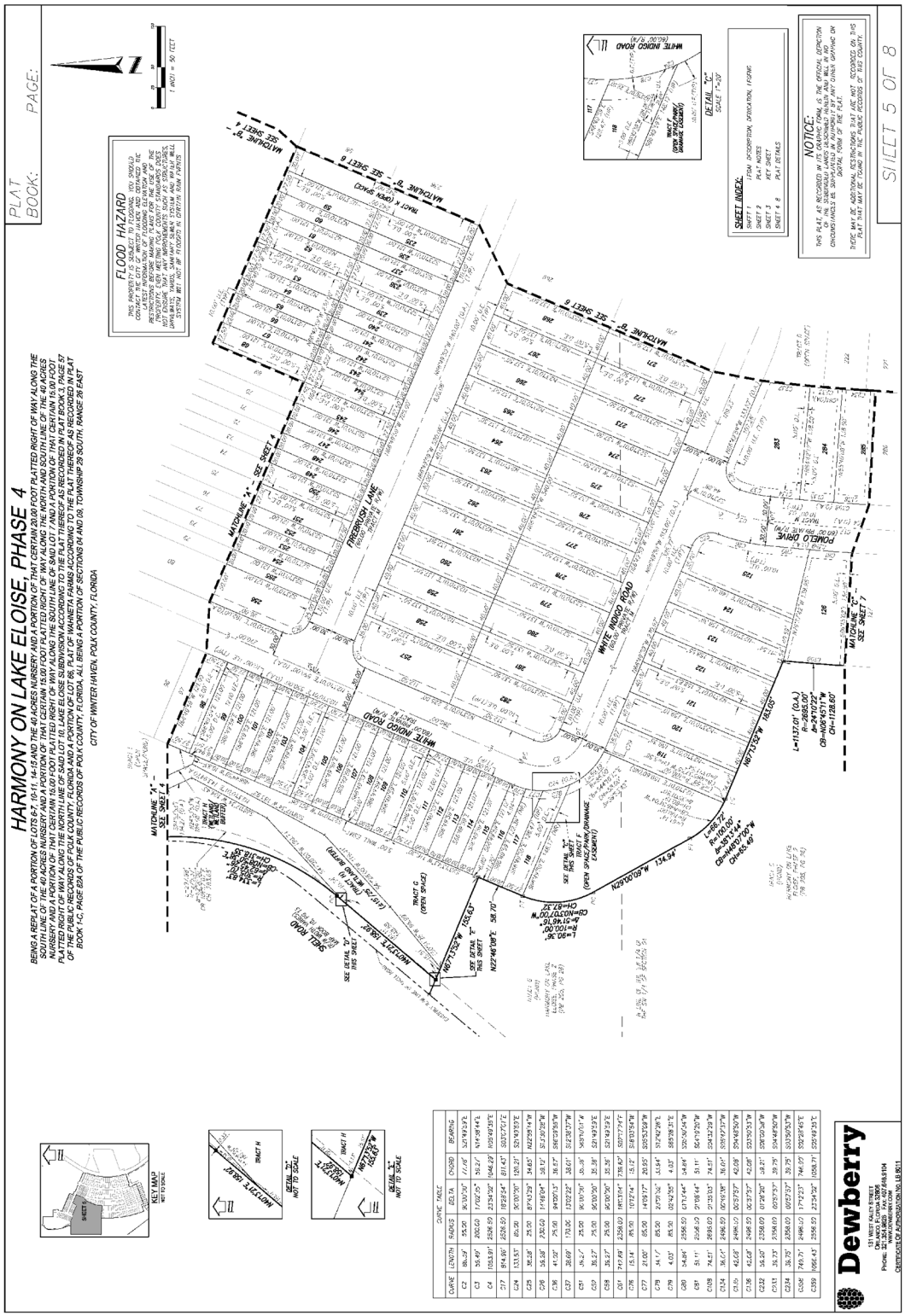


Exhibit “B”
Page 6 of 8

# HARMONY ON LAKE ELOISE, PHASE 4

BEING A REPLAT OF A PORTION OF LOTS 6-7, 10-11, 14-15 AND THE 40 ACRES NURSERY AND A PORTION OF THAT CERTAIN 20.00 FOOT PLATTED RIGHT OF WAY ALONG THE SOUTH LINE OF THE 40 ACRES NURSERY AND A PORTION OF THAT CERTAIN 15.00 FOOT PLATTED RIGHT OF WAY ALONG THE NORTH AND SOUTH LINE OF THE 40 ACRES NURSERY AND A PORTION OF THAT CERTAIN 15.00 FOOT PLATTED RIGHT OF WAY ALONG THE SOUTH LINE OF SAID LOT 7 AND A PORTION OF THAT CERTAIN 15.00 FOOT PLATTED RIGHT OF WAY ALONG THE NORTH LINE OF SAID LOT 10, LAKE ELOISE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 57 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA AND A PORTION OF LOT 66, PLAT OF WAHNETA FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1-C, PAGE 82A OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALL BEING A PORTION OF SECTIONS 04 AND 09, TOWNSHIP 29 SOUTH, RANGE 26 EAST

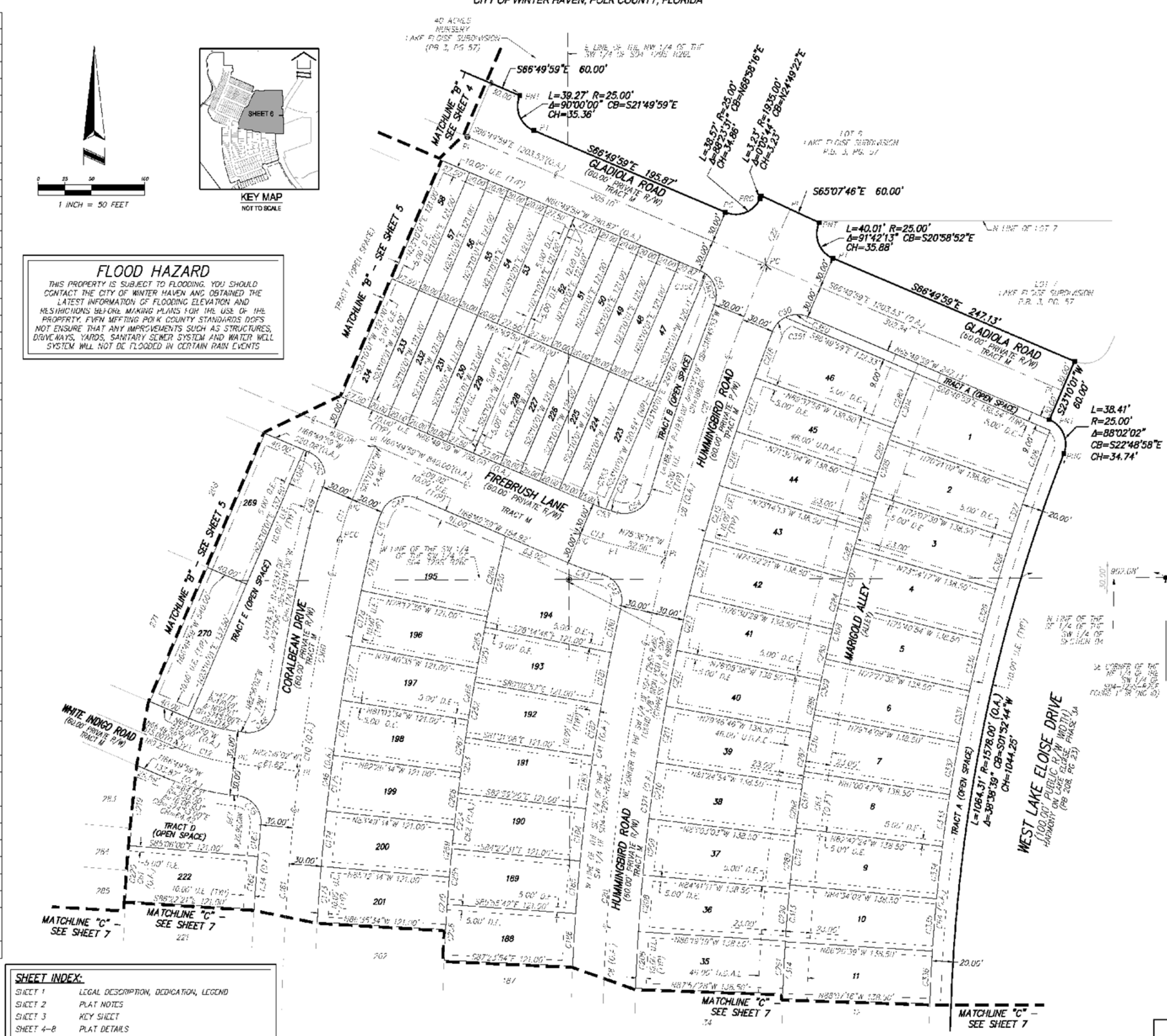
CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA

PLAT BOOK: PAGE:

**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.




**FLOOD HAZARD**

THIS PROPERTY IS SUBJECT TO FLOODING. YOU SHOULD CONTACT THE CITY OF WINTER HAVEN AND OBTAINED THE LATEST INFORMATION OF FLOODING ELEVATION AND RESTRICTIONS BEFORE MAKING PLANS FOR THE USE OF THE PROPERTY. EVEN MEETING POLK COUNTY STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRIVEWAYS, YARDS, SANITARY SEWER SYSTEM AND WATER WELL SYSTEM WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C8 | 1358.96' | 1905.00 | 40°52'22" | 1330.33' | S02°43'50"W |
| C10 | 851.41' | 2207.00 | 22°06'12" | 846.14' | S01°52'24"W |
| C11 | 35.75' | 200.00 | 10°14'31" | 35.70' | N18°02'46"E |
| C12 | 56.20' | 200.00 | 16°06'03" | 56.02' | S74°53'00"E |
| C13 | 30.73' | 200.00 | 08°48'18" | 30.70' | S71°14'07"E |
| C20 | 830.72' | 1905.00 | 24°59'07" | 824.16' | S01°52'10"W |
| C21 | 292.75' | 1905.00 | 08°48'18" | 292.46' | S18°45'53"W |
| C22 | 56.64' | 1905.00 | 01°42'13" | 56.64' | S24°01'08"W |
| C34 | 579.86' | 2237.00 | 14°51'04" | 578.21' | S01°45'10"E |
| C35 | 38.66' | 25.00 | 88°36'24" | 34.92' | N38°37'00"W |
| C41 | 735.20' | 1935.00 | 21°46'10" | 730.78' | S01°52'11"W |
| C42 | 38.40' | 25.00 | 88°01'01" | 34.74' | N31°15'15"W |
| C43 | 33.84' | 230.00 | 08°25'47" | 33.81' | S71°02'52"E |
| C44 | 39.29' | 25.00 | 90°03'25" | 35.37' | S68°08'19"W |
| C45 | 30.22' | 170.00 | 10°11'06" | 30.18' | S18°01'03"W |
| C46 | 839.83' | 2177.00 | 22°06'12" | 834.63' | S01°52'24"W |
| C48 | 38.66' | 25.00 | 88°36'24" | 34.92' | N52°45'46"E |
| C49 | 40.96' | 230.00 | 10°12'34" | 40.93' | S18°01'47"W |
| C50 | 39.26' | 25.00 | 89°58'03" | 35.35' | N21°56'57"W |
| C53 | 24.17' | 170.00 | 08°08'42" | 24.15' | S70°54'20"E |
| C54 | 38.86' | 25.00 | 89°03'05" | 35.06' | N60°29'46"E |
| C55 | 38.57' | 25.00 | 88°23'31" | 34.86' | N22°38'13"W |
| C60 | 40.01' | 25.00 | 91°42'13" | 35.88' | S67°18'55"W |
| C61 | 742.89' | 2358.00 | 18°03'04" | 739.82' | S02°17'24"E |
| C62 | 860.90' | 2056.00 | 23°59'28" | 854.62' | S01°52'44"W |
| C63 | 1212.39' | 1736.50 | 40°00'10" | 1187.91' | S01°52'44"W |
| C64 | 1109.40' | 1598.00 | 39°46'45" | 1087.32' | S01°52'44"W |
| C162 | 49.69' | 2237.00 | 01°16'21" | 49.69' | S04°15'49"W |
| C163 | 30.18' | 2237.00 | 00°46'22" | 30.18' | S05°17'11"W |
| C173 | 52.56' | 2177.00 | 01°23'00" | 52.56' | S04°05'56"W |
| C174 | 52.56' | 2177.00 | 01°23'00" | 52.56' | S05°28'56"W |
| C175 | 52.56' | 2177.00 | 01°23'00" | 52.56' | S06°51'36"W |
| C176 | 52.56' | 2177.00 | 01°23'00" | 52.56' | S08°14'56"W |
| C177 | 52.56' | 2177.00 | 01°23'00" | 52.56' | S09°37'56"W |
| C178 | 52.56' | 2177.00 | 01°23'00" | 52.56' | S11°00'55"W |
| C179 | 46.28' | 2177.00 | 01°23'00" | 46.28' | S12°18'58"W |
| C180 | 45.04' | 1935.00 | 01°25'01" | 45.04' | S12°05'15"W |
| C181 | 49.64' | 1935.00 | 01°25'01" | 49.64' | S10°41'09"W |
| C182 | 49.64' | 1935.00 | 01°25'01" | 49.64' | S09°12'57"W |
| C183 | 49.64' | 1935.00 | 01°25'01" | 49.64' | S07°44'46"W |
| C184 | 49.64' | 1935.00 | 01°25'01" | 49.64' | S06°16'35"W |
| C185 | 49.64' | 1935.00 | 01°25'01" | 49.64' | S04°48'23"W |
| C186 | 49.64' | 1935.00 | 01°25'01" | 49.64' | S03°20'12"W |
| C206 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S02°51'37"W |
| C208 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S04°29'45"W |
| C209 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S06°07'53"W |
| C210 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S07°46'02"W |
| C211 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S09°24'10"W |
| C212 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S11°02'18"W |
| C213 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S12°40'26"W |
| C214 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S14°18'35"W |
| C215 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S15°56'43"W |
| C216 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S17°34'51"W |
| C217 | 53.53' | 1875.00 | 01°38'08" | 53.52' | S19°13'05"W |

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | CHORD | BEARING |
|---|---|---|---|---|---|
| C218 | 46.76' | 1875.00 | 01°25'44" | 46.76' | S20°44'56"W |
| C219 | 75.52' | 2358.00 | 01°50'08" | 75.54' | S05°49'04"W |
| C220 | 52.35' | 2358.00 | 01°16'21" | 52.37' | S04°15'49"W |
| C250 | 88.05' | 2056.00 | 02°27'13" | 88.04' | S12°38'51"W |
| C251 | 52.74' | 2056.00 | 01°28'11" | 52.74' | S10°41'09"W |
| C252 | 52.74' | 2056.00 | 01°28'11" | 52.74' | S09°12'57"W |
| C253 | 52.74' | 2056.00 | 01°28'11" | 52.74' | S07°44'46"W |
| C254 | 52.74' | 2056.00 | 01°28'11" | 52.74' | S06°16'35"W |
| C255 | 51.76' | 2056.00 | 01°26'33" | 51.76' | S04°49'12"W |
| C256 | 53.72' | 2056.00 | 01°29'50" | 53.72' | S03°21'01"W |
| C264 | 77.77' | 2056.00 | 02°10'02" | 77.77' | S12°47'26"W |
| C265 | 49.64' | 2056.00 | 01°23'00" | 49.64' | S11°00'55"W |
| C266 | 49.64' | 2056.00 | 01°23'00" | 49.64' | S09°37'56"W |
| C267 | 49.64' | 2056.00 | 01°23'00" | 49.64' | S08°14'56"W |
| C268 | 49.64' | 2056.00 | 01°23'00" | 49.64' | S06°51'36"W |
| C269 | 49.64' | 2056.00 | 01°23'00" | 49.64' | S05°28'56"W |
| C270 | 49.64' | 2056.00 | 01°23'00" | 49.64' | S04°05'56"W |
| C280 | 55.94' | 1736.50 | 01°50'45" | 55.94' | S20°57'26"W |
| C281 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S19°13'00"W |
| C282 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S17°34'51"W |
| C283 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S15°56'43"W |
| C284 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S14°18'35"W |
| C285 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S12°40'26"W |
| C286 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S11°02'18"W |
| C287 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S09°24'10"W |
| C288 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S07°46'02"W |
| C289 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S06°07'53"W |
| C290 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S04°29'45"W |
| C291 | 49.57' | 1736.50 | 01°38'08" | 49.57' | S02°51'37"W |
| C304 | 67.60' | 1736.50 | 02°13'51" | 67.60' | S20°45'53"W |
| C305 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S18°45'39"W |
| C306 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S16°59'02"W |
| C307 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S15°12'24"W |
| C308 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S13°25'47"W |
| C309 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S11°39'09"W |
| C310 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S09°52'32"W |
| C311 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S08°05'55"W |
| C312 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S06°19'17"W |
| C313 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S04°32'40"W |
| C314 | 53.86' | 1736.50 | 01°46'37" | 53.86' | S02°46'02"W |
| C326 | 59.10' | 1598.00 | 02°07'09" | 59.10' | S20°42'32"W |
| C327 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S18°45'39"W |
| C328 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S16°59'02"W |
| C329 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S15°12'24"W |
| C330 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S13°25'47"W |
| C331 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S11°39'09"W |
| C332 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S09°52'32"W |
| C333 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S08°05'55"W |
| C334 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S06°19'17"W |
| C335 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S04°32'40"W |
| C336 | 49.56' | 1598.00 | 01°46'37" | 49.56' | S02°46'02"W |
| C350 | 21.91' | 25.00 | 50°12'29" | 21.21' | S86°03'47"W |
| C351 | 18.11' | 25.00 | 41°29'44" | 17.71' | S42°12'40"W |
| C352 | 12.08' | 170.00 | 04°04'21" | 12.08' | S72°56'30"E |
| C353 | 12.08' | 170.00 | 04°04'21" | 12.08' | S68°52'09"E |
| C355 | 31.86' | 25.00 | 73°01'28" | 29.75' | N14°57'12"W |
| C356 | 6.71' | 25.00 | 15°22'03" | 6.69' | N59°08'57"W |
| C360 | 225.68' | 2207.00 | 05°51'32" | 225.58' | S09°59'44"W |
| C361 | 625.73' | 2207.00 | 16°14'40" | 623.63' | S01°03'22"E |
| C371 | 1281.88' | 1875.00 | 39°10'09" | 1257.00' | S01°52'44"W |

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CERTIFICATE OF AUTHORIZATION NO. LB 8011

**SHEET INDEX:**

SHEET 1 LEGAL DESCRIPTION, DEDICATION, LEGEND
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SHEET 6 OF 8

Exhibit "B"
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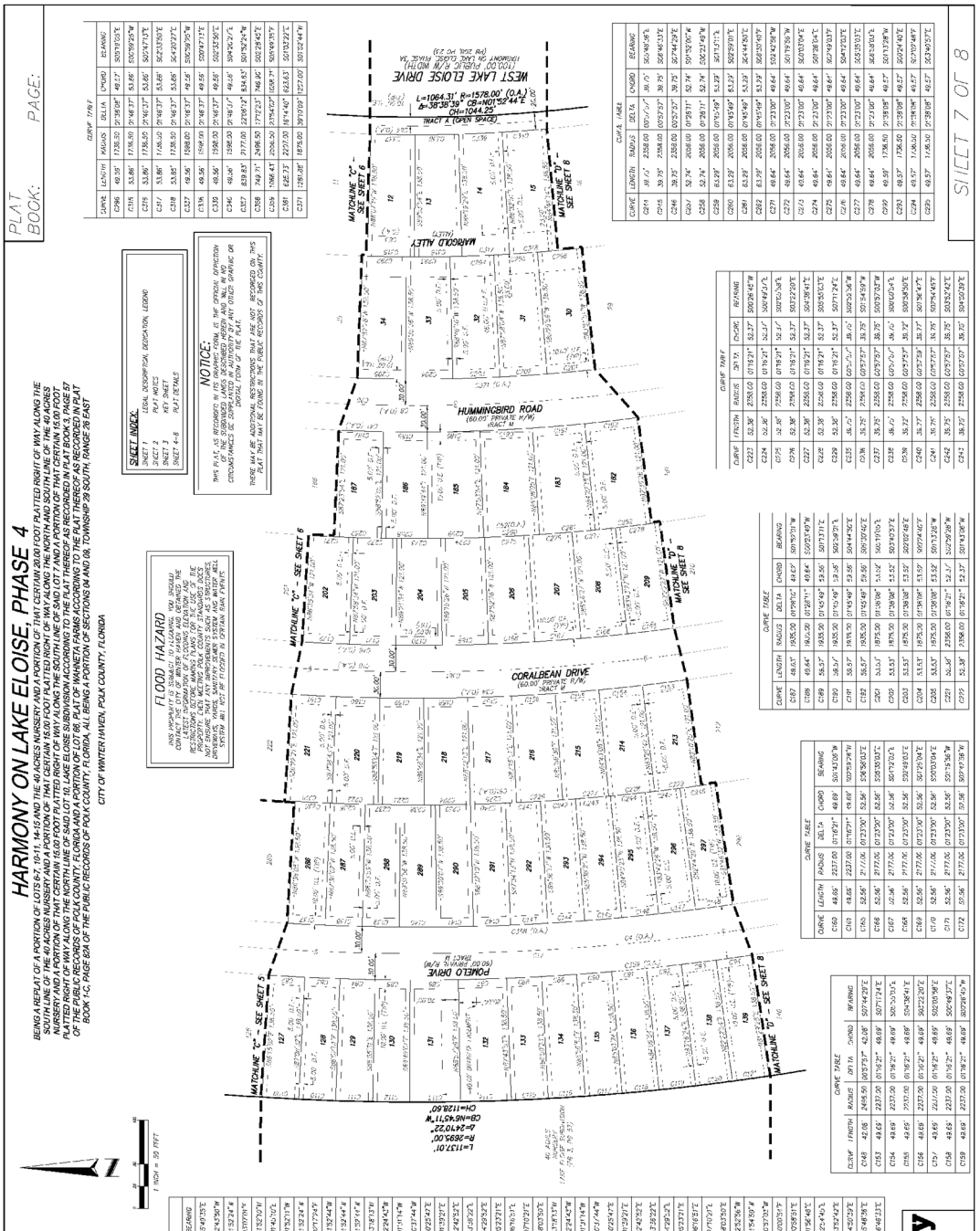

Exhibit “B”
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DATE: January 6, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-02: Request by VMAR DEV, LLC for final plat approval of the Villamar Phase 7 Subdivision. General Location: Subdivision is generally located north of Thompson Nursery Road realignment and south of Eloise Loop Road.

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## BACKGROUND

VMAR DEV, LLC is requesting final plat approval for Villamar Phase 7. The 108.7-acre subdivision tract is generally located north of the Thompson Nursery Road realignment and south of Eloise Loop Road.

The single-family residential subdivision contains 393 building lots and seven (7) common lots consisting of stormwater retention, and open space areas. Internal roadways are contained within 40-foot rights-of-way and will be dedicated to the Villamar Community Development District (CDD). All water, reuse, and sewer utilities will be owned and maintained by the City, while all drainage conveyances, internal roadways, and street lighting will be maintained by the CDD.

A performance bond issued by Lexon Insurance Company in the amount of $391,435 has been submitted to the City to cover the cost of remaining infrastructure items to be completed. Incomplete items include earthwork, sanitary sewer, potable water, stormwater management, and engineering certification.

## CONSISTENCY WITH FUTURE LAND USE AND ZONING

Villamar Phase 7 was developed according to the requirements contained in Planned Unit Development Ordinance O-21-72. The subdivision meets the minimum requirements established by this ordinance. Additionally, the subdivision is consistent with the adopted Neighborhood-Suburban Future Land Use.

## INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from Cunningham Road and County Road 653, as well as the new Thompson Nursery Road alignment. These roadways have sufficient capacity to serve this subdivision upon build-out.

## STRATEGIC PLAN ALIGNMENT

This is an approval of a final subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

## FINANCIAL IMPACT

Using an estimated taxable value of $300,000 per lot, this subdivision will have an estimated taxable value of $117.9 million, and will generate approximately $776,961 per year in City ad valorem revenues at the anticipated millage rate of 6.59. Additional revenue will be received through the provision of City services and taxes on utilities.

## CONCLUSION

The proposed subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

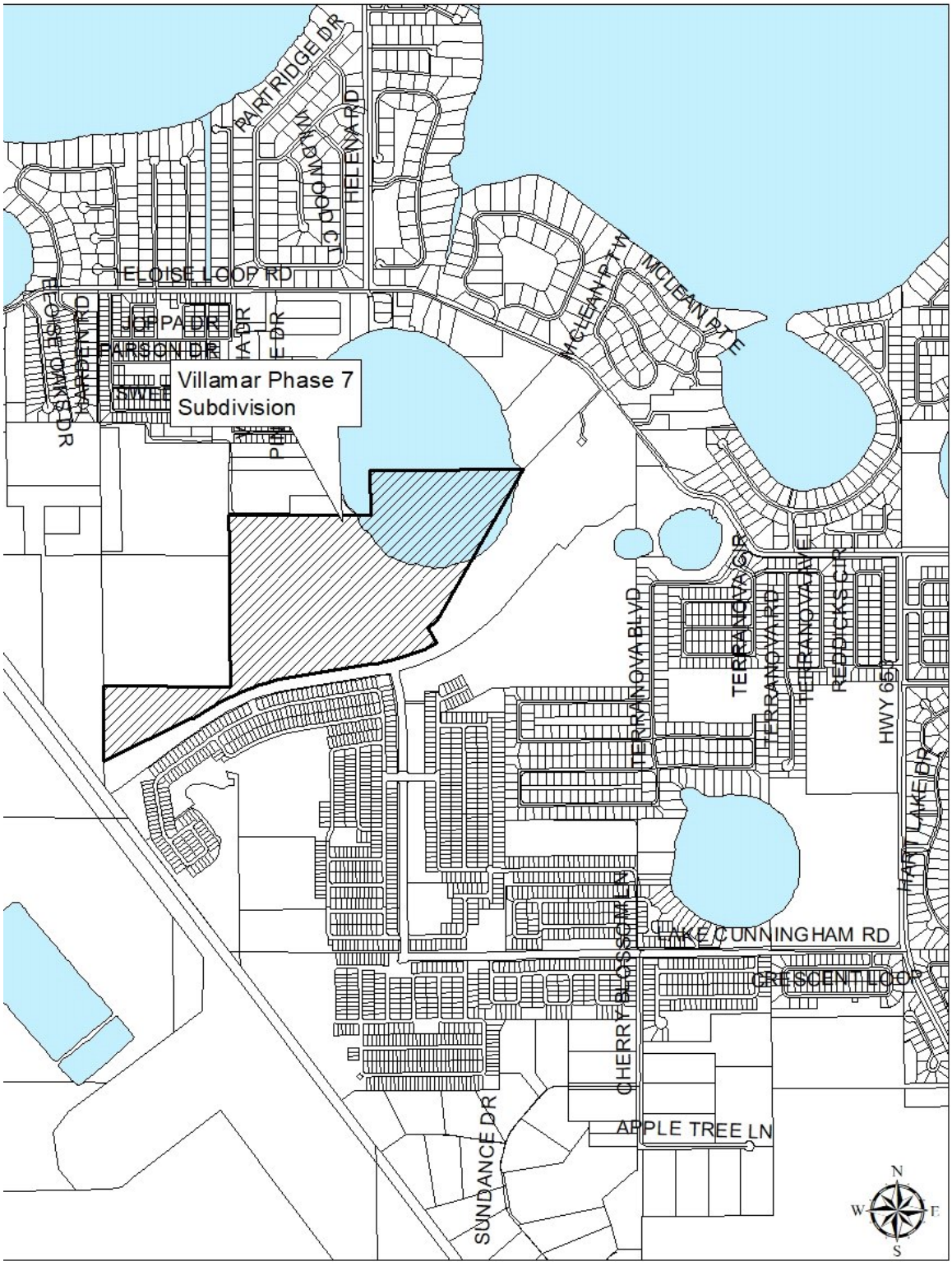
## RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-02.

## ATTACHMENTS

- Location Map
- Resolution R-25-02

Location Map


Villamar Phase 7
Subdivision
PARTRIDGE DR
HELENA RD
ELOISE LOOP RD
MCLEAN PKWY
MCLEAN PKWY E
JOPPA DR
PARSON DR
TERRANOVA BLVD
TERRANOVA DR
TERRANOVA RD
TERRANOVA TRL
REDBRICK ST
HWY 653
HART LAKE DR
LAKE CUNNINGHAM RD
CRESCENT LOOP
CHERRY BLOSSOM LN
APPLE TREE LN
SUNDANCE DR
N
W
E
S

***Space for Recording***

RESOLUTION R-25-02

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "VILLAMAR PHASE 7" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE CORRECTION OF SCRIVENER'S ERRORS; AND ESTABLISHING AN EFFECTIVE DATE. (General location: Subdivision is generally located north of Thompson Nursery Road realignment and south of Eloise Loop Road.)

WHEREAS, VMAR DEV, LLC, the owner of the below described lands has submitted that certain plat entitled "Villamar Phase 7" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Villamar Phase 7" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 13th day of January, 2025. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing and accepts the dedications notated thereon in accordance with Chapter 177, Florida Statutes subject to the conditions set forth herein below.

2. That VMAR DEV, LLC, owner of the lands described in Exhibits "A" and "B" attached hereto has submitted a Performance Bond issued by Lexon Insurance Company to the City of Winter Haven in the amount of $391,435.00 to insure completion of all required infrastructure and improvements in the subdivision shown on the plat being approved for filing herein.

3. The City of Winter Haven does not accept the utility systems for the subject lands including but not limited to water, reuse, and wastewater systems until all such systems, as may be constructed and noted on the plat, have passed all required tests, all required certifications have been obtained, and the systems are fully operational pursuant to City standards. Further, no certificates of occupancy for any structures constructed thereon will be issued until all such utility systems and other required infrastructure and improvements as

required by the City of Winter Haven Code of Ordinances and applicable Florida law are fully operational and have been accepted by the City and/or appropriate entity with jurisdiction.

4. The adoption of this Resolution is not intended to be an affirmative acceptance of any drainage systems or internal road rights-of way notated on the Plat and/or that may exist and/or be constructed within the lands contained within the Plat being approved herein. Accordingly, the City of Winter Haven is not accepting ownership and/or responsibility for any drainage systems or internal road rights-of-way for this subdivision which shall remain the responsibility of the entity and/or individuals to whom they are dedicated on the Plat.

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

6. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 13th day of January, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”

Location Map

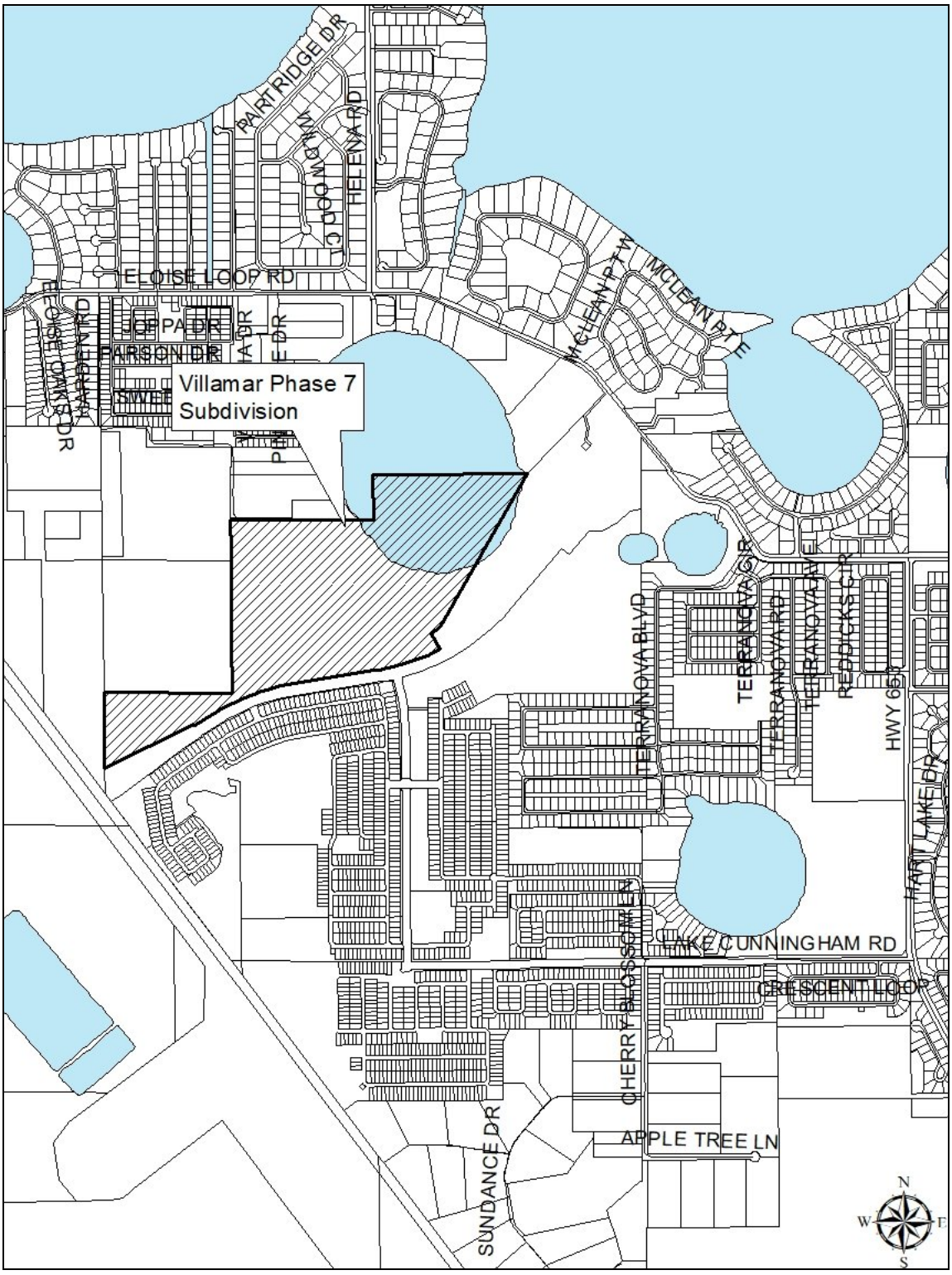



Exhibit "B"
Page 1 of 8

# VILLAMAR PHASE 7

A PLAT OF PORTIONS OF SECTIONS 14 AND 15
TOWNSHIP 29 SOUTH, RANGE 26 EAST
CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA

**PLAT BOOK _____ PAGE _____**
SHEET 1 OF 8

**LEGEND:**

**SURVEYOR'S NOTES:**

**SURVEYOR'S REPORT:**

**TRACT MAINTENANCE AND UPKEEP RESPONSIBILITIES**

**WETLANDS AREA NOTE**

**FLOOD HAZARD WARNING!**

**PHASE 7 TRACT/USAGE TABLE**

**VICINITY MAP**

**LEGAL DESCRIPTION**

**CDD ACKNOWLEDGMENT AND CONSENT TO DEDICATION**

**MORTGAGEE: JOINDER AND CONSENT TO DEDICATION**

**CDD ACCEPTANCE!**

**CERTIFICATION:**

**PREPARING SURVEYOR'S STATEMENT:**

**CITY SURVEYOR - CONSULTANT APPROVAL**

**APPROVAL: ECONOMIC OPPORTUNITY & COMMUNITY INVESTMENT DIRECTOR**

**APPROVAL: ENGINEERING SERVICES DIVISION**

**CITY COMMISSION APPROVAL:**

**DEDICATION:**

**ACKNOWLEDGMENT: VMAR DEV. LLC**

**NOTICE:**

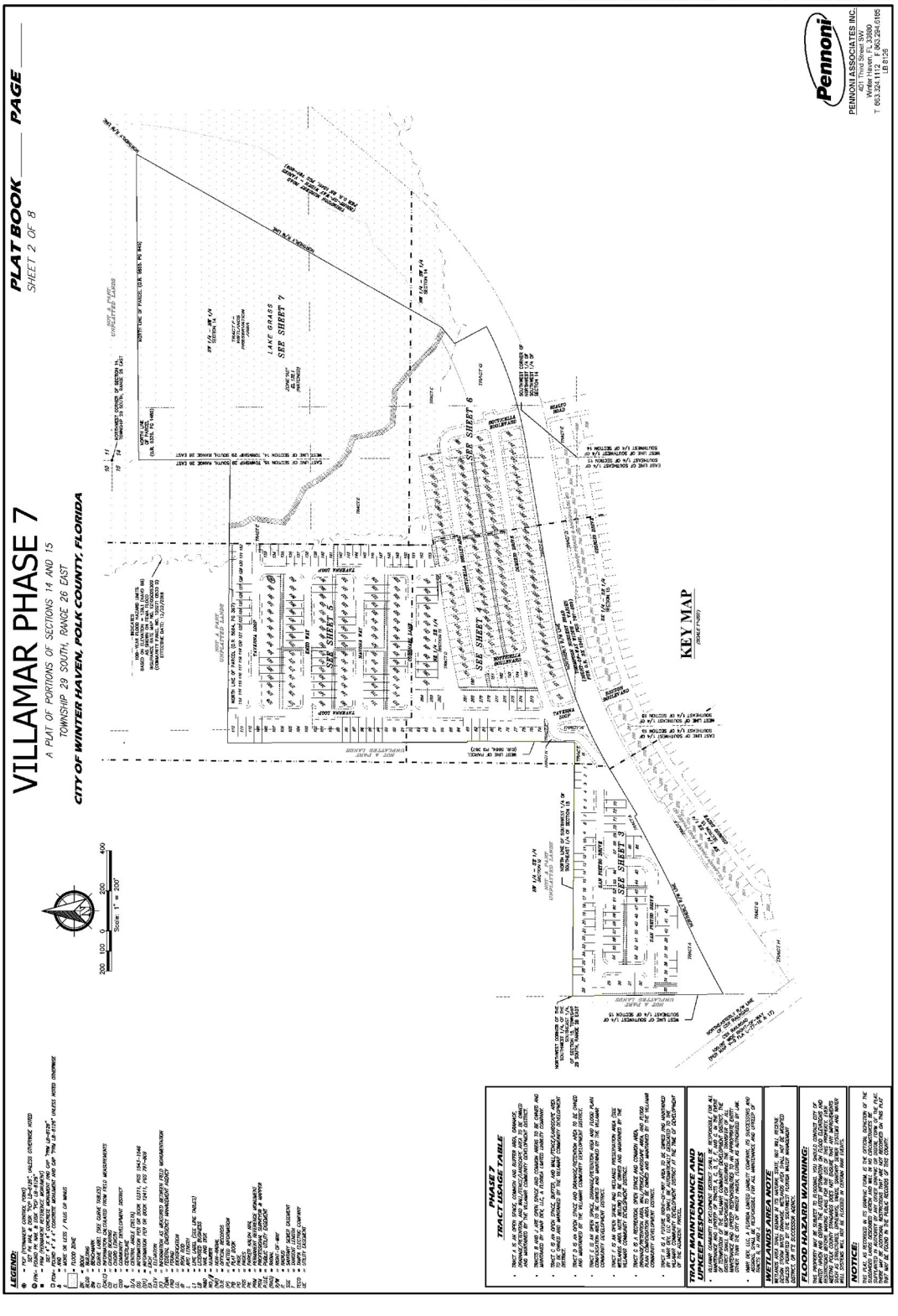

PLAT BOOK ____ PAGE ____
SHEET 2 OF 8
VILLAMAR PHASE 7
A PLAT OF PORTIONS OF SECTIONS 14 AND 15
TOWNSHIP 29 SOUTH, RANGE 26 EAST
CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA
KEY MAP
PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.4141 F 863.324.4165
LB 8105

Exhibit “B”
Page 3 of 8

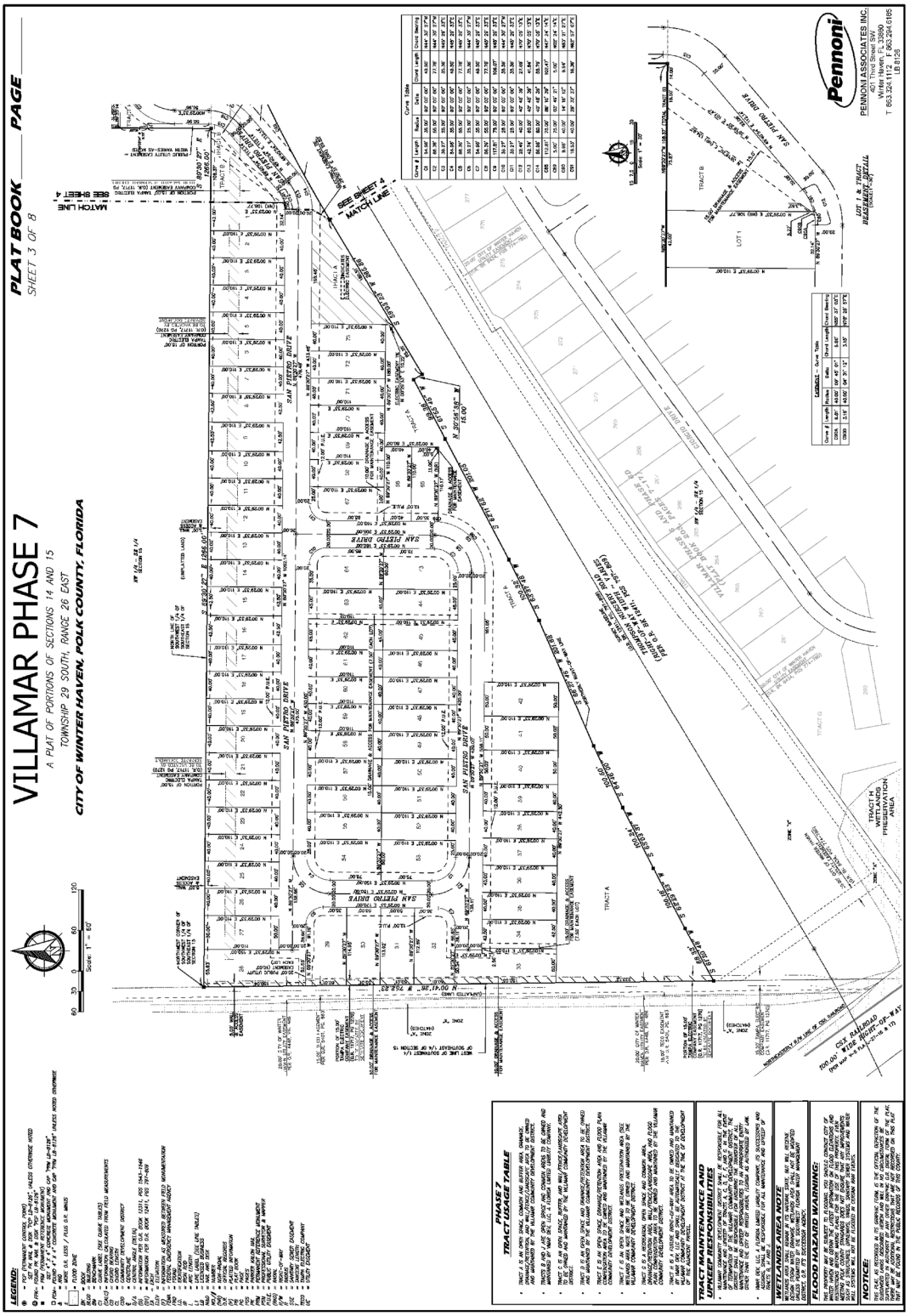


Exhibit “B”
Page 4 of 8

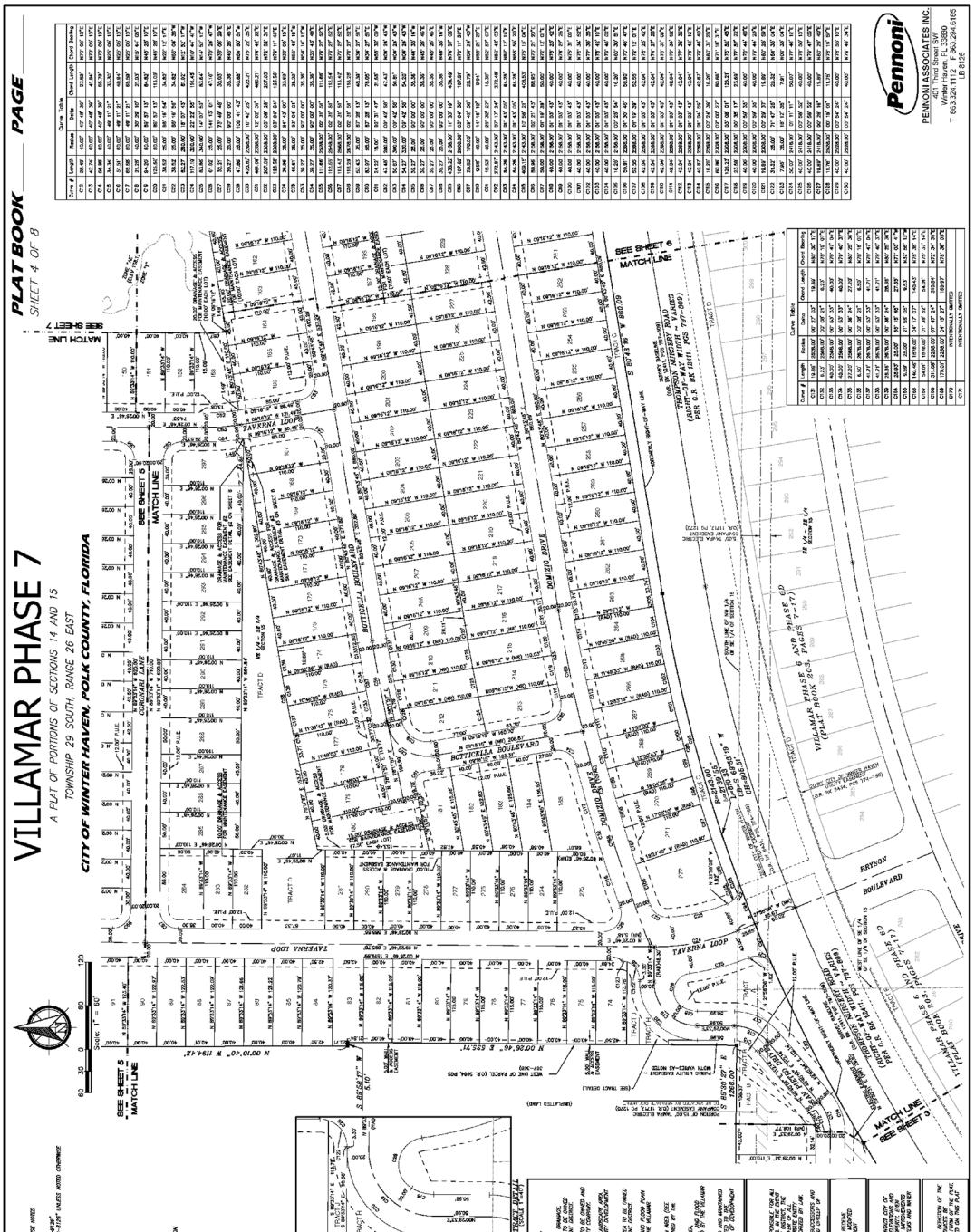


Exhibit "B"
Page 5 of 8

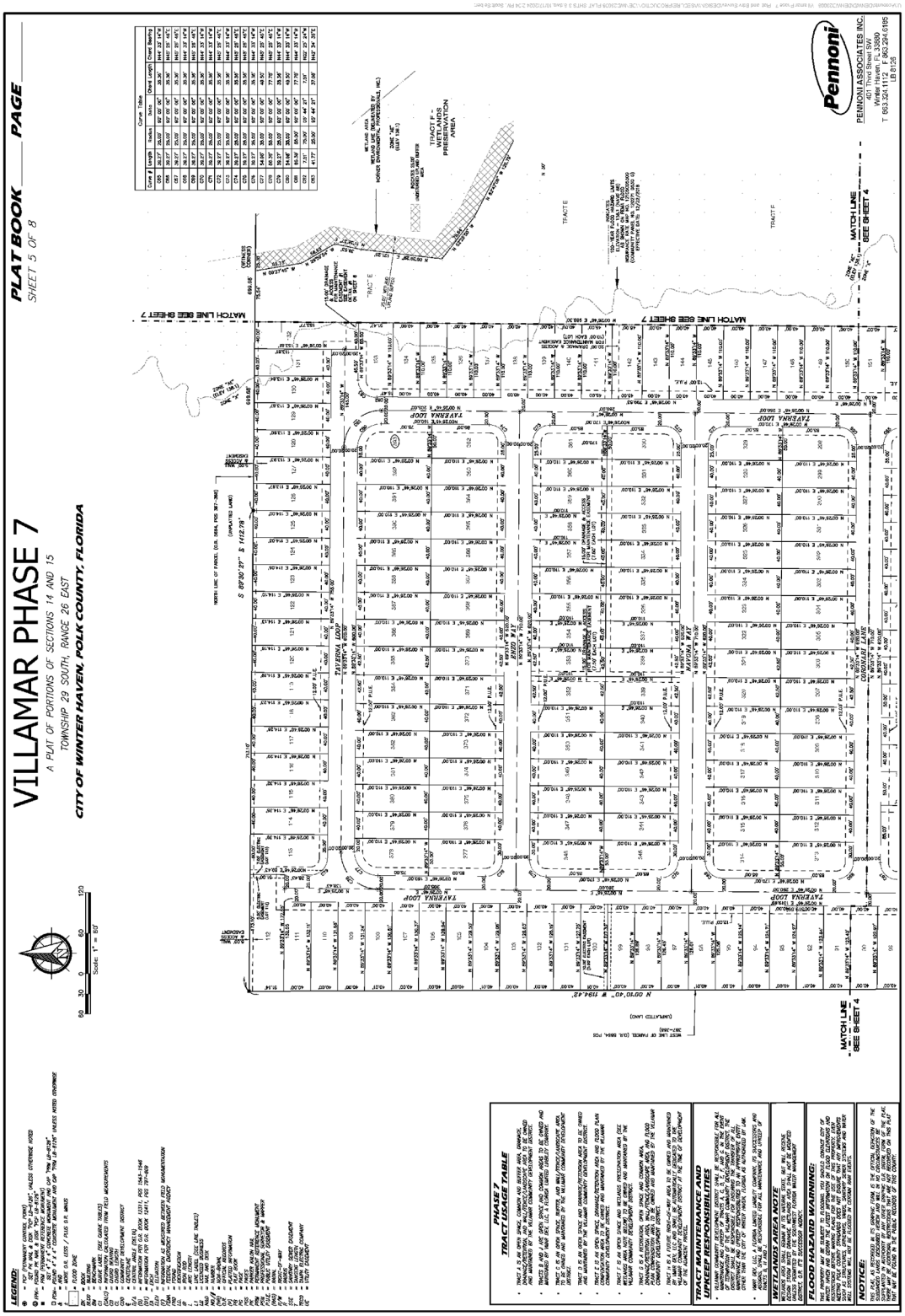


Exhibit "B"
Page 6 of 8



Exhibit “B”
Page 7 of 8

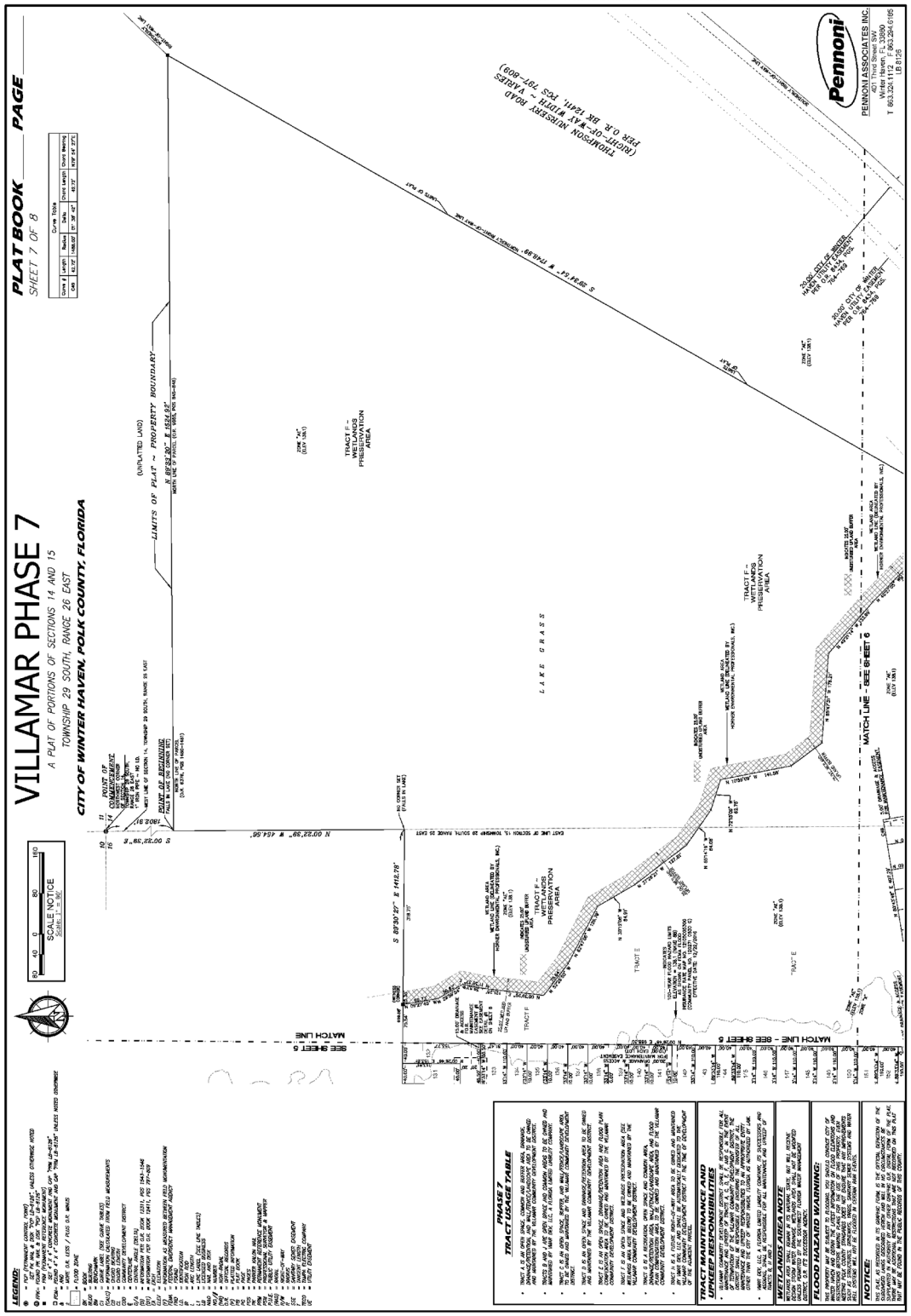
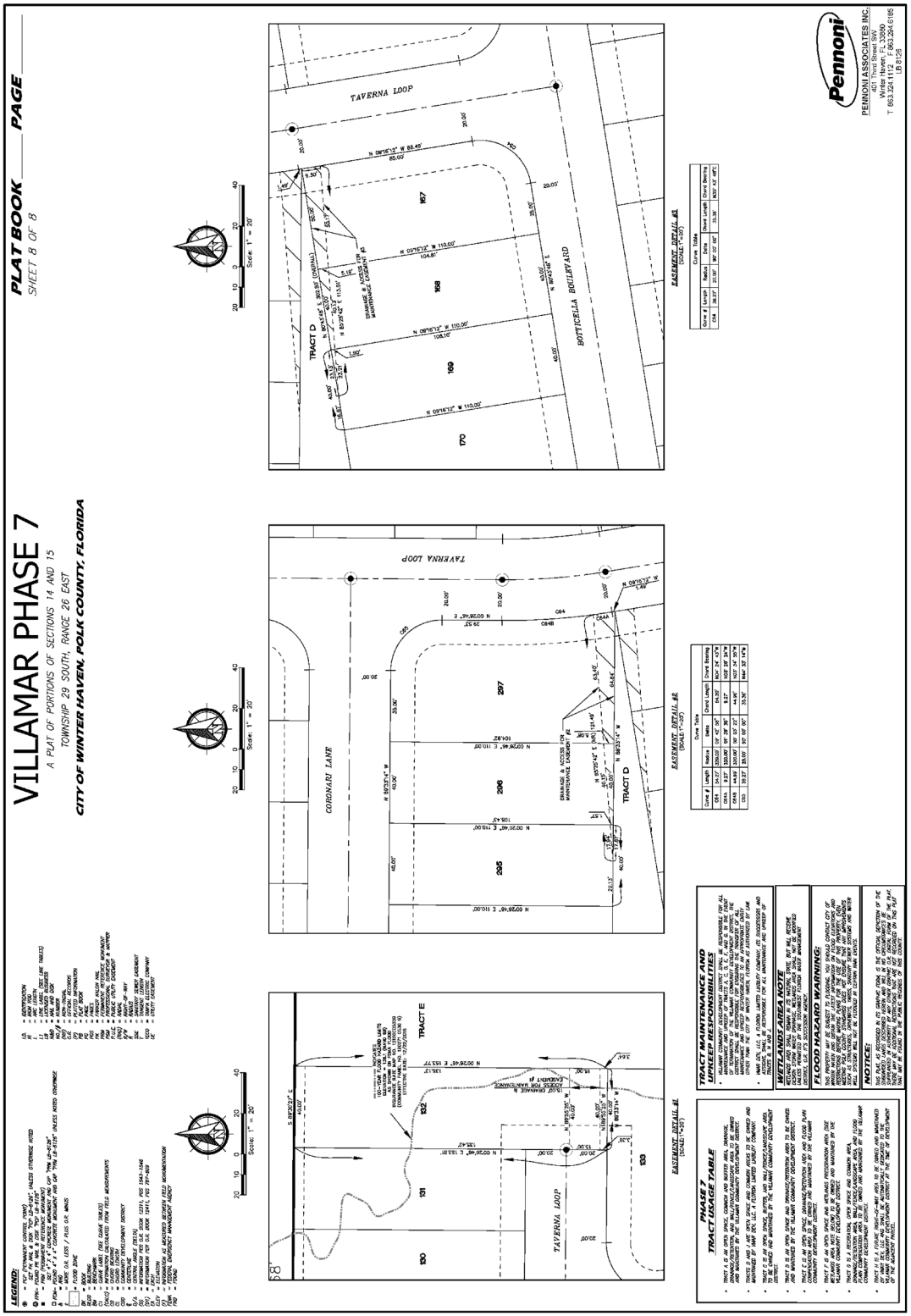


Exhibit "B"
Page 8 of 8



DATE: January 9, 2025

TO: Honorable Mayor and City Commissioners

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

FROM: Chris Young, Senior Planner

SUBJECT: Resolution R-25-05: Request by WHIP 6 QOZB, LLC for final plat approval of the Intermodal Corporate Park Phase 3 Subdivision. General Location: Subdivision is generally located at the southeast corner of Logistics Parkway and Intermodal Drive.

---

## BACKGROUND

WHIP 6 QOZB, LLC is requesting final plat approval for Intermodal Corporate Park Phase 3. The 56.96-acre tract is generally located at the southeast corner of Logistics Parkway and Intermodal Drive. The commercial plat contains one (1) building lot and two (2) tracts, all proposed lots currently consist of undeveloped lands. There will be no dedications to the City as part of this plat.

## CONSISTENCY WITH FUTURE LAND USE AND ZONING

The proposed subdivision plat is consistent with the Industrial Future Land Use and Planned Unit Development (PUD) zoning assigned to the property.

## INFRASTRUCTURE

Water service to the subdivision is from the Winter Haven Water System and wastewater will be treated at Wastewater Treatment Plant 3. There is adequate capacity in these systems to serve this subdivision. Access to the subdivision is from Logistics parkway and Intermodal Drive. There is sufficient capacity on Logistics Parkway to accommodate future development in this subdivision.

## STRATEGIC PLAN ALIGNMENT

This is an approval of a final subdivision plat and is not specifically defined as a goal or strategy in the Strategic Plan. However, it is generally aligned with the Economic Sustainability and Responsible Government Pillars.

## FINANCIAL IMPACT

Approval of the plat will not directly impact current revenues from this property; however, additional ad valorem and utility revenues will be realized upon development of the vacant lot.

## CONCLUSION

The proposed commercial subdivision is consistent with the Comprehensive Plan and all requirements of Chapter 177, Florida Statutes, for the platting of land.

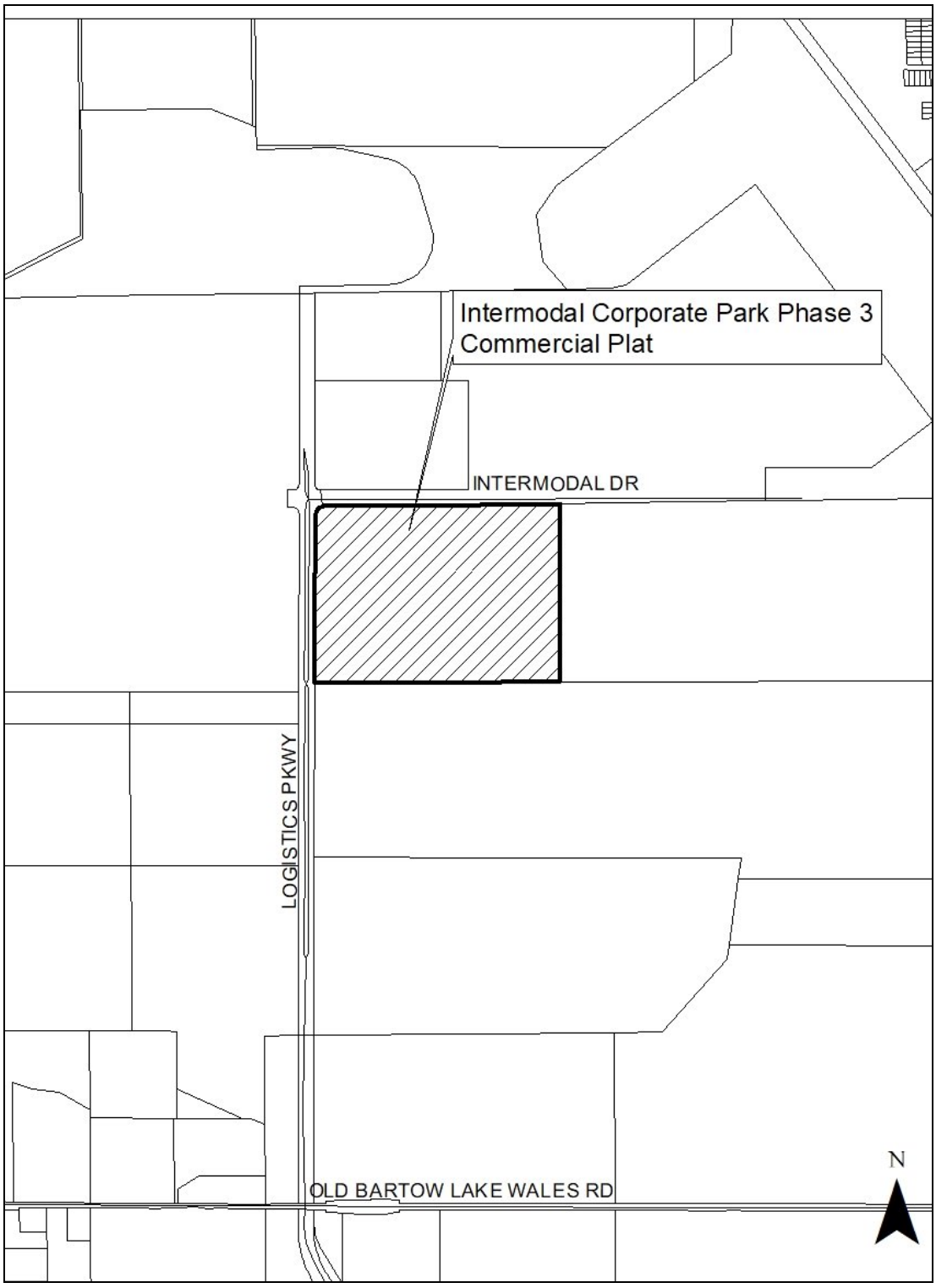
## RECOMMENDATION

Staff recommends the City Commission approve Resolution R-25-05.

## ATTACHMENTS

- Location Map
- Resolution R-25-05

Location Map



***Space for Recording***

RESOLUTION R-25-05

A RESOLUTION APPROVING THAT CERTAIN PLAT ENTITLED "INTERMODAL CORPORATE PARK PHASE 3" FOR FILING IN ACCORDANCE WITH CHAPTER 177, FLORIDA STATUTES WITH SPECIFIC CONDITIONS; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE. (General location: Subdivision is generally located at the southeast corner of Logistics Parkway and Intermodal Drive.)

WHEREAS, WHIP 6 QOZB, LLC, the owner of the below described lands has submitted that certain plat entitled "Intermodal Corporate Park Phase 3" for filing and acceptance by the City Commission of the City of Winter Haven in accordance with Chapter 177 of the Florida Statutes and Chapter 21 of the City of Winter Haven Code of Ordinances.

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

1. That certain plat entitled "Intermodal Corporate Park Phase 3" and showing the following described property, to wit: See Exhibits "A" and "B" which are attached hereto and made a part hereof, was presented to the City Commission for approval on the 13th Day of January, 2025. The City Commission having reviewed said plat and having been otherwise fully advised in the premises, hereby approves said plat for filing in accordance with Chapter 177, Florida Statutes subject to the conditions set forth herein below. There are no dedications to the City and/or public for the lands that are the subject of the plat approved for filing herein. The owner of the lands is responsible for all stormwater drainage including but not limited to the maintenance, repair, and operation of any such stormwater management areas and/or systems within the lands that are the subject of the plat approved for filing herein.

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

3. This Resolution shall take effect immediately upon passage, provided however, that a certified copy of this Resolution shall be filed with the Polk County Board of

County Commissioners and with the Clerk of the Circuit Court in and for Polk County, Florida, and duly recorded in the Public Records of Polk County, Florida.

INTRODUCED AND PASSED by the City Commission of the City of Winter Haven, Florida, in regular session this 13th day of January, 2025.

CITY OF WINTER HAVEN

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

Exhibit “A”
Location Map

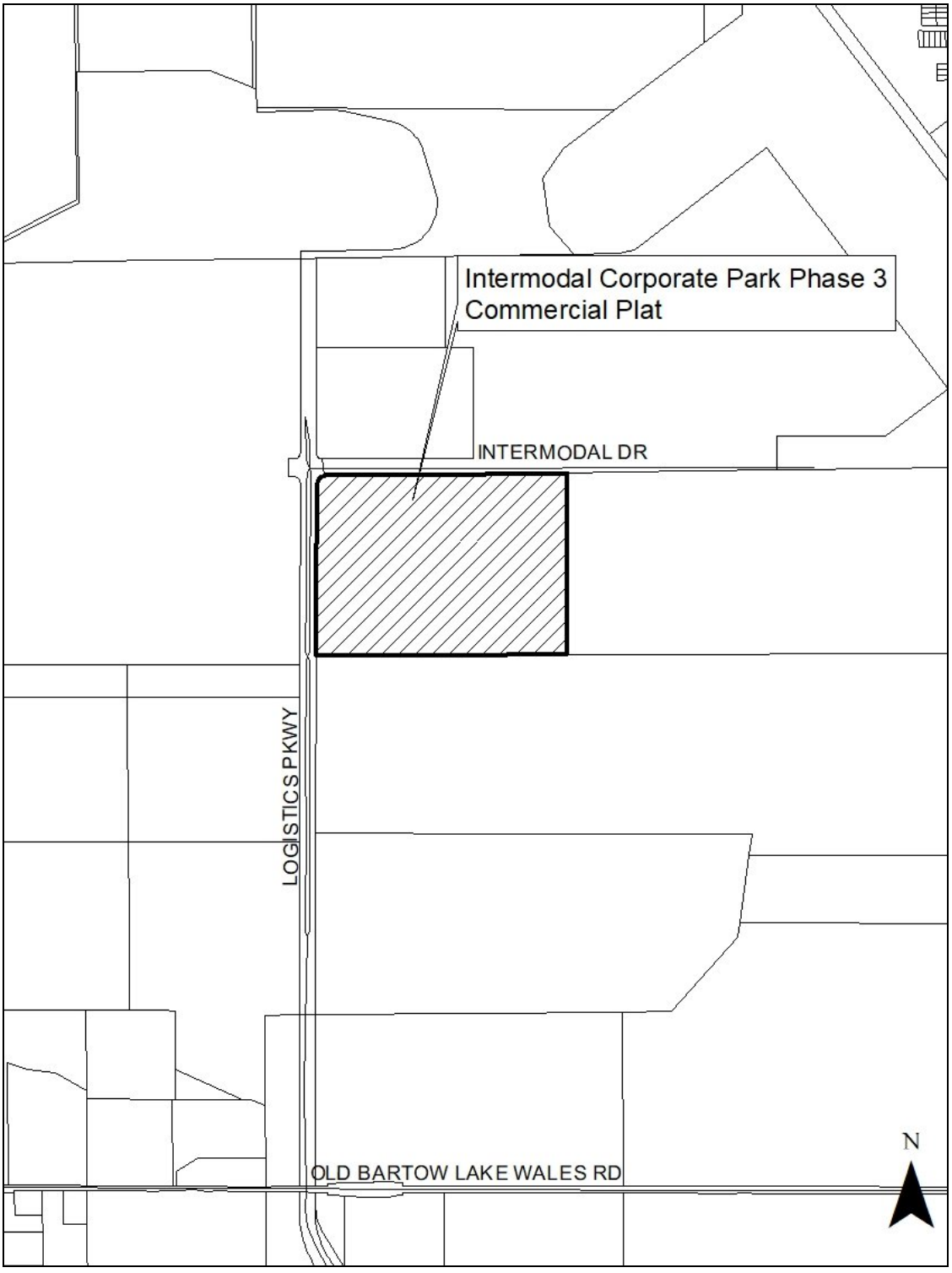


Exhibit “B”
Page 1 of 2



# INTERMODAL CORPORATE PARK PHASE 3

**PLAT BOOK ____ PAGE ____**
SHEET 1 OF 2

A REPLAT OF A PORTION OF LOT 4 OF INTERMODAL CORPORATE PARK PHASE 2, AS RECORDED IN PLAT BOOK 182, PAGES 41–46, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 SOUTH, RANGE 26 EAST, CITY OF WINTER HAVEN, POLK COUNTY, FLORIDA

PROJECT SITE

VICINITY MAP
NOT TO SCALE

**LEGEND**

**SURVEYOR'S NOTES:**

**SURVEYOR'S REPORT:**

**LEGAL DESCRIPTION:**

**DEDICATION:**

**ACKNOWLEDGEMENT:**

**APPROVAL: CITY SURVEYOR (CONSULTANT)**

**APPROVAL: PLANNING DIVISION**

**APPROVAL: ENGINEERING SERVICES DIVISION**

**CITY COMMISSION APPROVAL:**

**CERTIFICATION**

**PREPARING SURVEYOR'S STATEMENT:**

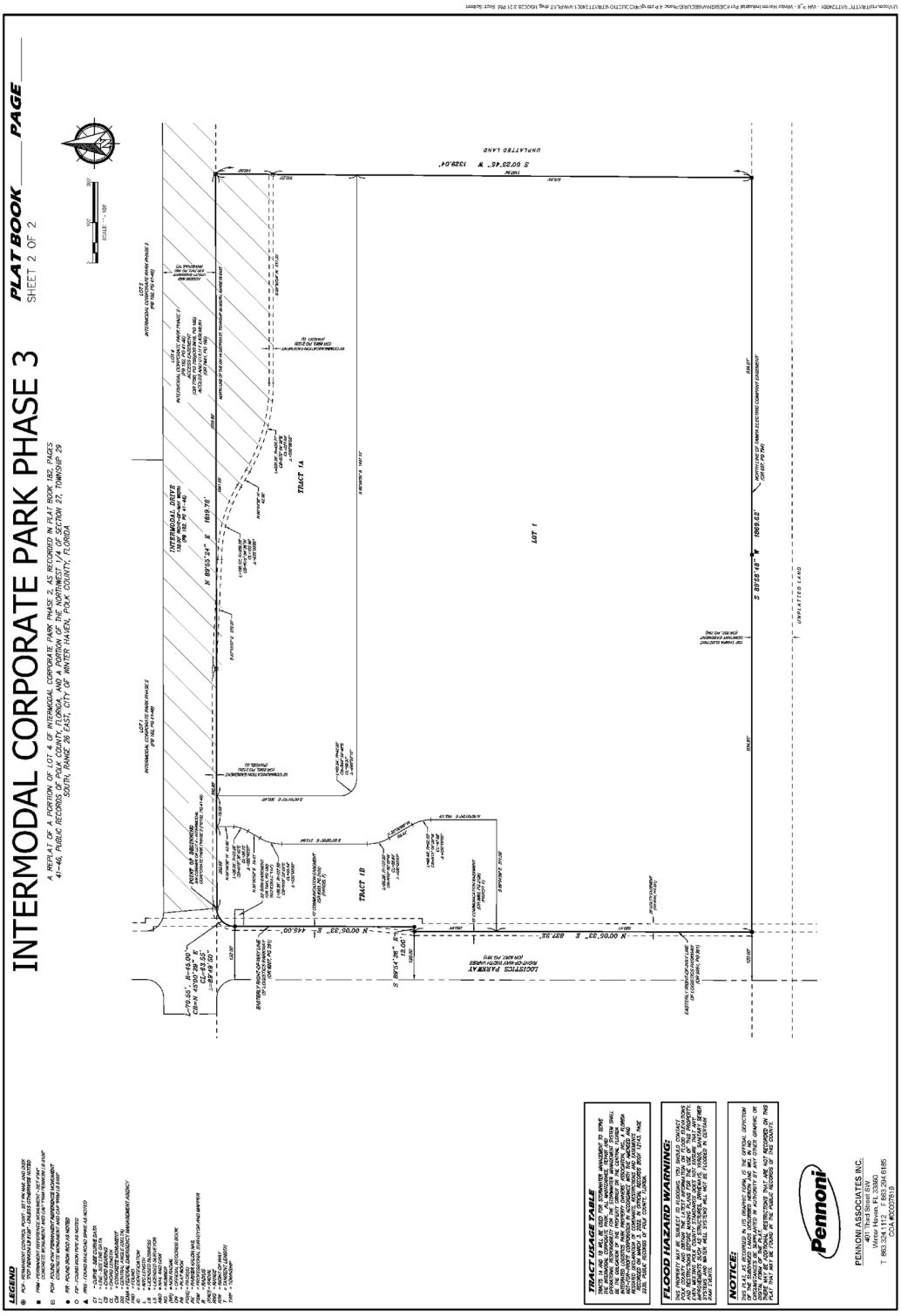
**TRACT USAGE TABLE**

**NOTICE:**

**FLOOD HAZARD WARNING:**

PENNONI ASSOCIATES INC.
401 Third Street SW
Winter Haven, FL 33880
T 863.324.4112 F 863.294.6185
LC-26 #0000183

Exhibit "B"
Page 2 of 2



DATE: December 12, 2024

TO: Honorable Mayor and City Commissioners

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

FROM: Heather Reuter, Senior Planner

SUBJECT: Ordinance O-25-04: Voluntary annexation of four (4) parcels generally located approximately 1,218 feet north of Old Bartow Lake Wales Road, east of McClean Road, and approximately 1,333 feet west of Gary Street. The area covered by this request is 93.45± acres.

---

## BACKGROUND

Gain, Inc., petitioner, requests the City Commission annex four (4) parcels, totaling 93.45± acres, generally located approximately 1,218 feet north of Old Bartow Lake Wales Road, east of McClean Road, and approximately 1,333 feet west of Gary Street. The petitioner is seeking annexation for the purpose of obtaining City utilities for the future development of the site. The parcel is contiguous to the City to the south, west, and north, and the annexation of this parcel will not create an enclave.

## FINANCIAL IMPACT

Current taxable value of the subject parcel is approximately $11,483. Based on the City's current tax millage rate of 6.59 mills, expected annual tax revenue will be approximately $75.67. However, additional revenue is expected upon the development of the property.

The Voluntary Petition for Annexation which is the basis for this Ordinance is being processed and considered in order to comply with the requirements of Section 171.044 of the Florida Statutes. Accordingly, the exemption set forth in Section 166.041(4)(c)1 of the Florida Statutes applies and a business impact estimate is not required as a result of this Ordinance.

## STRATEGIC PLAN ALIGNMENT

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

## RECOMMENDATION

Staff recommends the City Commission approve Ordinance O-25-04.

## ATTACHMENT

- Ordinance O-25-04

ORDINANCE NO. O-25-04

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF WINTER HAVEN, FLORIDA, SO AS TO INCLUDE THEREIN ADDITIONAL TERRITORY LYING CONTIGUOUS AND ADJACENT TO THE PRESENT BOUNDARIES OF THE CITY OF WINTER HAVEN, FLORIDA; DESCRIBING SAID ADDITIONAL TERRITORY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE. (General Location: Four (4) parcels generally located approximately 1,218 feet north of Old Bartow Lake Wales Road, east of McClean Road, and approximately 1,333 feet west of Gary Street. The area covered by this request is 93.45± acres.)

WHEREAS, a petition to integrate territory into the City of Winter Haven, Florida, has been filed requesting the City of Winter Haven extend its corporate limits to include certain property herein described; and

WHEREAS, the City of Winter Haven deems it expedient and practical to incorporate said territory as the same is in conformity with overall plans for extending the boundaries of the City of Winter Haven into the Greater Winter Haven area; and

WHEREAS, the property herein described is contiguous and adjacent to the corporate limits of the City of Winter Haven, and the property will become a part of the unified corporate area with respect to municipal services and benefits; and

WHEREAS, the Voluntary Petition for Annexation which is the basis for this Ordinance is being processed and considered in order to comply with the requirements of Section 171.044 of the Florida Statutes. Accordingly, the exemption set forth in Section 166.041(4)(c)1 of the Florida Statutes applies and a business impact estimate is not required as a result of this Ordinance.

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

1. A petition has been filed to integrate territory into the City of Winter Haven, Florida, as attached herein as Exhibit "A."

2. That the City Commission of the City of Winter Haven does hereby annex into the corporate limits of the City of Winter Haven, Florida, the following described property:

See Composite Exhibit "B" attached hereto and made a part hereof consisting of two (2) pages,

the first being a legal description, and the second being a location map.

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

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

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

INTRODUCED on first reading this 13th day of January, 2025.

PASSED on second reading this 27th day of January, 2024.

CITY OF WINTER HAVEN, FLORIDA

_____
MAYOR-COMMISSIONER
Nathaniel J. Birdsong, Jr.

ATTEST:

_____
CITY CLERK
Vanessa Castillo, MMC

Approved as to form:

_____
CITY ATTORNEY
Frederick J. Murphy, Jr.

WINTER HAVEN
THE CHAIN OF LAKES CITY

SPACE FOR RECORDING

# PETITION/CONSENT FOR ANNEXATION

The following information is required for submission of an application to annex into the city limits of Winter Haven. **Please print or type the required information below.**

**Property Owner(s) Details**

Name(s) of Property Owner(s): Gain, Inc.

Mailing Address: 12200 Broad River Road; Little Mountain, SC 29075-9518

Phone: (803) 240-8360 Email: Peter Washington - pwashin@gmail.com

Name of Representative (if applicable): Absolute Engineering, Inc. - Heather Wertz

Mailing Address: 1000 N. Ashley Drive, Suite 925; Tampa, FL 33602

Phone: (813) 221-1521 Email: heatherw@absoluteng.com

**Property Details**

Property Address or General Location: 0 McClean Rd, Lake Wales, FL 33859

Parcel Identification Number(s): 272930-000000-042010, 272930-000000-024000, 272931-000000-031010
272931-000000-013080

Legal Description of the Property (Preferably Metes & Bounds):

See attached

Proof of Property Ownership (copy attached): See attached

Reason for Request: To develop residential single family subdivision

Present Use of the Property: Citrus Groves

Existing Structures Located on the Site: None

**FOR OFFICE USE ONLY**

Total Acreage: 93.45

Assessed Property Value: $ 11,483 Taxable Value: $ 11,483

Subdivision: N/A

Present County Future Land Use Designation: A/RR (Agriculture/Residential Rural)

OWNER/AGENT SIGNATURE PAGE

I / We, Gain, Inc. being duly sworn, depose and say that I / we own the properties involved in this petition/consent and that I / we authorize the City of Winter Haven, in accordance with adopted City policy, rules and regulations (Resolution No. R-87-07), and in conformance with State law, to process this petition/consent and annex said property into the corporate limits of the City of Winter Haven. This Petition and Consent shall be irrevocable. No further consent of Owner shall be required for the City to annex said property immediately, or at some time in the future.

Further I / we or any agent or lessee of the subject property authorized by me / us (see attached proof of authorization) to file this petition/consent, deposes and say that the statements and answers contained in the petition/consent for annexation, and any information attached thereto, present the arguments in behalf of this petition/consent to the best of my / our ability; and that the statements and information referred to above are in all respects true and correct to the best of my / our knowledge and belief.

**OWNER(S)/AGENT(S)**

| | |
|---|---|
| Signature of Owner/Agent | Signature of Owner/Agent |
| Heather E. Wertz, as agent | |
| Printed Name of Owner/Agent | Printed Name of Owner/Agent |
| Signature of Owner/Agent | Signature of Owner/Agent |
| Printed Name of Owner/Agent | Printed Name of Owner/Agent |

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 2nd day of October, 20 24, by Heather E. Wertz, who is ☑ personally known to me or ☐ has produced _____ as identification and who (did) (did not) take an oath.

SIGNATURE OF NOTARY PUBLIC

JAYNE MARIE DAVIS
MY COMMISSION # HH 290237
EXPIRES: July 29, 2026

TYPED, PRINTED or STAMPED NAME OF NOTARY PUBLIC

**RE: Agent Authorization for Gain Property**

**Parcel ID#'s – 272930-000000-042010, 272930-000000-024000, 272931-000000-031010, 272931-000000-013080**

To Whom It May Concern:

This letter is to authorize Absolute Engineering, Inc. to make applications to all relative governing authorities having jurisdiction for the task of annexation, land use, zoning, and permitting which include submittal to, but not limited to, the following agencies:

- City of Winter Haven
- Polk County
- Polk County Department of Health
- Florida Department of Environmental Protection
- Southwest Florida Water Management District

**Job Name: Gain Property**

Cassidy Land Development, LLC
Name: Albert B Cassidy
Title: Manager

10/2/24
Date:

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 2nd day of October 2024 by Albert B Cassidy who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

Notary Stamp
Notary Public State of Florida
Bobbie Henley
My Commission
HH 191373
Exp. 2/17/2026

**RE: Agent Authorization for Gain Property**

**Parcel ID#'s – 272930-000000-042010, 272930-000000-024000, 272931-000000-031010, 272931-000000-013080**

To Whom It May Concern:

This letter is to authorize Cassidy Land Development, LLC, to make applications to all relative governing authorities having jurisdiction for the task of annexation, land use, zoning, and permitting which include submittal to, but not limited to, the following agencies:

- City of Winter Haven
- Polk County
- Polk County Department of Health
- Florida Department of Environmental Protection
- Southwest Florida Water Management District

**Job Name: Gain Property**

Peter Washington — 10/2/2024

Gain, Inc.
Name: Peter Washington
Title: Vice President

Date:

State of South Carolina
County of Richland

The foregoing instrument was acknowledged before me this 2 day of October 2024, by Peter Washington, who is personally known to me or who has produced Drivers License as identification.

Signature of Notary Public

Notary Stamp: MADELYN M. BOWERS, My Commission Expires, NOTARY PUBLIC, October 3, 2033, SOUTH CAROLINA

| Processing Data Space | Recording Data Space |
|---|---|
| This Instrument Was Prepared By:<br>Joseph A. Morrison<br>4416 Florida National Drive<br>Lakeland, Florida 33813<br>(863) 644-3399<br><br>After Recording Return To:<br>Joseph A. Morrison<br>4416 Florida National Drive<br>Lakeland, Florida 33813 | INSTR # 2010076452<br>BK 08136 PGS 1382-1383 PG(s)2<br>RECORDED 05/12/2010 01:11:25 PM<br>RICHARD M WEISS, CLERK OF COURT<br>POLK COUNTY<br>DEED DOC 0.70<br>RECORDING FEES 18.50<br>RECORDED BY S Wiggins |

# TRUSTEE'S DEED

This Trustee's Deed has been executed, on the date indicated below, by Peter Washington, as Trustee of the Nell R. Washington Revocable Trust dated June 24, 1984, hereafter called the grantor, to Gain, Inc. a Florida corporation, hereafter called the grantee, whose post office address is 12200 Broad River Road, Little Mountain, SC 29075.

(Wherever used herein, the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, in hand paid by the said grantee, the receipt whereof is hereby acknowledged, and in consideration of the requirement in said trust to distribute the property to the Grantee as beneficiary, does hereby grant, bargain, and sell to the said grantee, and the grantee's heirs and assigns forever, the following described land, situated, lying, and being in Polk County, Florida, to wit:

N1/4 of NW1/4 of NE 1/4, LESS the East 350 feet thereof of Section 31, Township 29 South, Range 27 East, Polk County, Florida.

and

The SW1/4 of the SE1/4 of Section 30, Township 29 South, Range 27 East, Polk County, Florida, containing 40 acres more or less, together with the irrigation equipment located on said property.

Parcel ID Numbers: 272930-000000-024000 and 272931-000000-013080

In witness whereof, the grantor signed this Trustee's Deed on the date indicated next to the grantor's signature.

Pete Washington
Grantor - Peter Washington, as Trustee of the Nell R. Washington Revocable Trust

2/18/2010
Date

Grantor's Post Office Address:12200 Broad River Road, Little Mountain, SC 29075

Witness - Signature

Witness - Signature

C. Lauren Heath
(Printed Or Typed Name)

Richard Washington
(Printed Or Typed Name)

State Of South Carolina
County Of Richland

Affirmed before me, on 2/18/10 by Peter Washington, as Trustee of the Nell R. Washington Revocable Trust:

[ ] who is personally known to me, or
[✓] who produced the following identification: SCDL.

Peter Washington, as Trustee of the Nell R. Washington Revocable Trust, personally appeared before me at the time of notarization, and, after being given the oath, acknowledged signing the foregoing document.

C. Lauffear
Notary Public

C. Lauren Heath
(Printed Or Typed Name)

Commission Expiration Date & Commission Number: My Commission Expires March 22, 2019 (SEAL)

INSTR # 2024279215
BK 13362 Pgs 0292-0293 PG(s)2
12/10/2024 12:56:29 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 18.50

This Instrument Prepared By:
Richard A. Miller, Esquire/ks
Miller, Troiano P.A.
P.O. Box 8169
Lakeland, Florida 33802

# CORRECTIVE TRUSTEE'S DEED

The Grantor, Peter Washington, as Trustee of the Robert Washington Revocable Trust, grantor, to Gain, Inc., a Florida corporation, whose post office address is 12200 Broad River Road, Little Mountain, SC 29075, grantee: does for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which consideration are hereby acknowledged, does hereby grant, sell, and convey, all of Grantor's right, title, and interest, in and to that certain property lying and being located in Polk County, Florida, which is more fully described as follows:

**The SE ¼ of the SW ¼ of Section 30: and the E ½ of the NE ¼ of the NE ¼ of the NW ¼ of Section 31, less road rights of way all being in Township 29 South, Range 27 East, Polk County, Florida.**

**Parcel Identification Numbers: 272930-000000-042010 and 272931-000000-031010.**

NB This Corrective Trustee's Deed corrects the legal description noted in the Trustee's Deed executed on the 18th day of February 2010, and recorded at O.R. Book 08136, Pages 1380 and 1381, public records of Polk County, Florida.

TOGETHER WITH all and singular the improvements, tenements, hereditaments, and appurtenances belonging or in anyway pertaining to the property.

TO HAVE AND TO HOLD the same unto the Grantee's, the Grantee's heirs, personal representatives, successors, and assigns, in fee simple forever.

AND THE Grantor further covenants with the Grantee that the Grantor has good right and lawful authority to convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against all lawful claims of all persons claiming by, through, or under the Grantor.

The words "Grantor," "Grantee," and "Trustee" are used for the singular and plural, as the context requires.

(Signatures appear on the following page)

DATED this 2 day of ~~November~~ December 2024.

Signed, sealed, and delivered in the presence of:

1200 Dutch Fork Rd. Irmo, SC
Print name: Joy F. Mitchell
Print Witness Address: Joy F Mitchell

Print name: Madelyn M. Bowers
Print Witness Address: 1200 Dutch Fork Rd Irmo, SC.

The Robert Washington Revocable Trust,

Peter Washington, Trustee

STATE OF SC
COUNTY OF Richland

The foregoing instrument was acknowledged before me by physical presence on this 2 day of ~~November~~ December, 2024, by Peter ~~Washinton~~ Washington, Trustee of The Robert Washington Revocable Trust, who ( ) is personally known to me or who (✓) has produced driver's license as identification.

Notary Public
My commission expires: 10/03/2033

MADELYN M. BOWERS
My Commission Expires
NOTARY PUBLIC
October 3, 2033
SOUTH CAROLINA

Stacy M. Butterfield POLK
CFN# 2024279215 OR BK 13362 PG 293 Pgs 0292-0293 12/10/2024 12:56:29 PM

Exhibit "B"
Page 1 of 2

Ordinance No. O-25-04 Annexation Boundary Descriptions

R. T. S. Sub. Parcels: 27-29-30-000000-042010 and 27-29-30-000000-024000

Described As:

The Southeast ¼ of the Southwest ¼ of Section 30, Township 29 South, Range 27 East all being in Polk County Florida, AND the Southwest ¼ of the Southeast ¼ of Section 30, Township 29 South, Range 27 East all being in Polk County Florida.

Also Described As:

Commencing at the Southeast Corner of Section 30, Township 29 South, Range 27 East, occupied by a 4x4 concrete monument labeled "LB 7159", thence along the Southern boundary of said Section 30 S88°56'25"W a distance of 1333.78 feet to the Point of Beginning and also being the Southeast corner of the Southwest ¼ of the Southeast ¼ and being occupied by a 4x4 concrete monument labeled "LB 7159", thence N00°36'13"W along the east boundary line of the Southwest ¼ of the Southeast ¼ of said section to the Northeast corner of the Southwest ¼ of the Southeast ¼ of said section a distance of 1328.48 feet being occupied by a 1" Iron Pipe, thence S89°02'27"W along the North line of the Southwest ¼ of the Southeast ¼ and the Southeast ¼ of the Southwest ¼ of said Section a distance of 2669.54 feet to the Northwest Corner of the Southeast ¼ of the Southwest ¼ of said section, thence S00°48'11"E along the West line of the Southeast ¼ of the Southwest ¼ of said section a distance of 1333.13 feet to the Southwest Corner of the Southeast ¼ of the Southwest ¼ being occupied by a 5/8" Iron labeled "LB 8112", thence N88°56'25"E along the South Boundary line of said section a distance of 2664.93 feet to the Point of Beginning.

An Area Containing: 81.49 acres more or less.

Based on information obtained from the deed, plat, and fielded information.

R. T. S. Sub. Parcels: 27-29-31-000000-031010 and 27-29-31-000000-013080

Described As:

The East ½ of the Northeast ¼ of the Northeast ¼ of the Northwest 1/4 of Section 31, Township 29 South, Range 27 East all being in Polk County Florida, AND the North ¼ of the Northwest ¼ of the Northeast ¼, LESS the East 350 feet thereof of Section 31, Township 29 South, Range 27 East all being in Polk County Florida.

Also Described As:

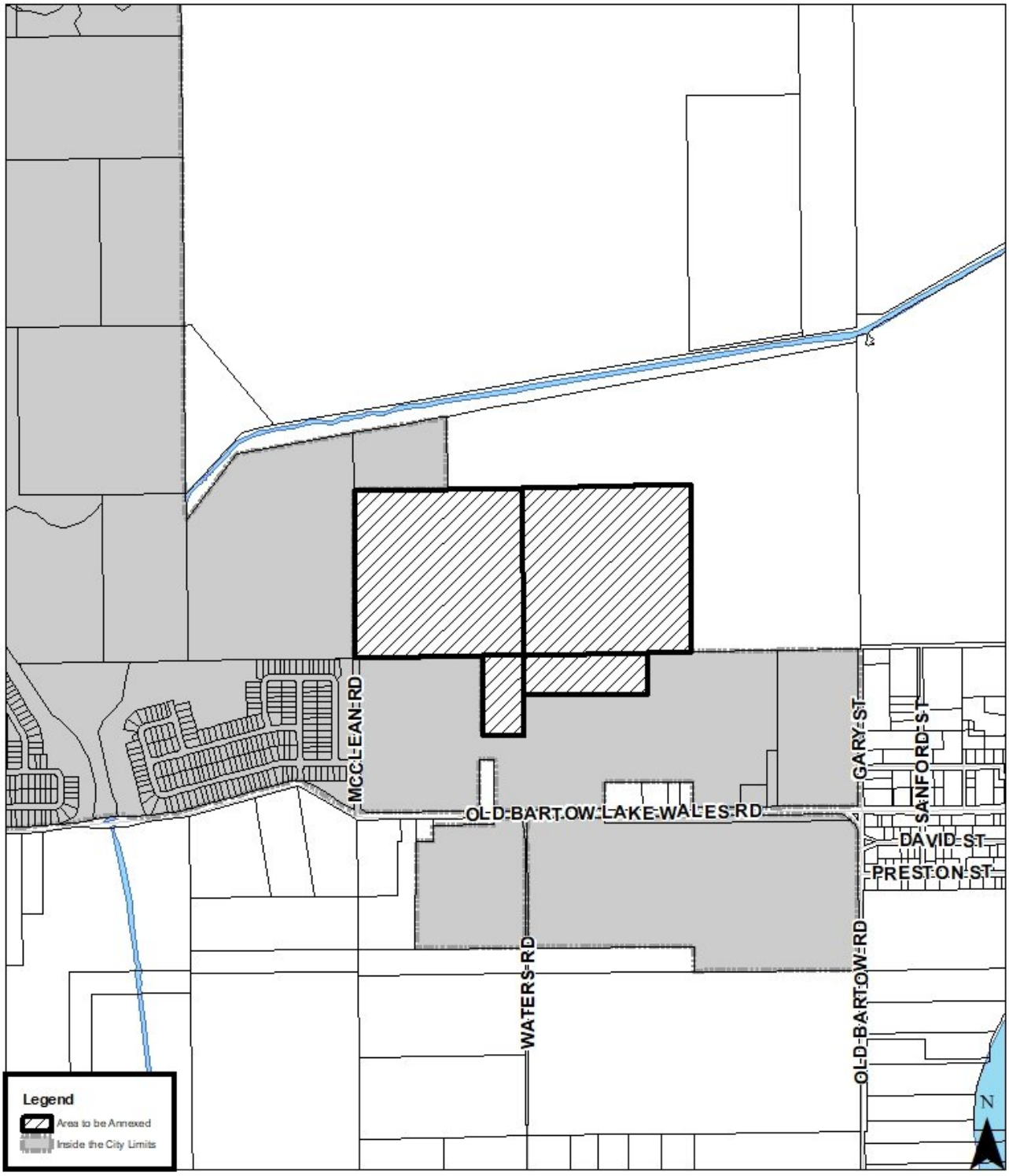
Commencing at the Northeast Corner of Section 31 Township 29 South, Range 27 East, occupied by a 4x4 concrete monument labeled "LB 7159", thence along the Northern boundary of said Section 31 S88°56'25"W a distance of 1683.81 feet to the Point of Beginning being occupied by a 4x4 concrete monument labeled "LB 8112", thence S00°25'54"E a distance of 316.78 feet to a 4x4 concrete monument labeled "LB 8112", thence S88°57'15"W a distance of 980.21 feet to a 4x4 concrete monument labeled "LB 8112", thence S00°25'41"E a distance of 315.75 feet to a 4x4 concrete monument labeled "LB 8112", thence S89°04'55"W a distance of 333.37 feet to a 4x4 concrete monument labeled "LB 8112", thence N00°27'11"W a distance of 631.47 feet to a 4x4 concrete monument labeled "LB 8112", thence N88°56'25"E a distance of 1313.85 to the Point of Beginning.

An Area Containing: 11.96 acres more or less.

Based on information obtained from the deed, plat, and fielded information.

*Prepared and reviewed by the Engineering Division of the City of Winter Haven. (JL)*

Exhibit "B"
Page 2 of 2



WINTER HAVEN
THE CHAIN OF LAKES CITY

**INTEROFFICE MEMORANDUM**

**DATE:** December 11, 2024

**TO:** Honorable Mayor and City Commissioners

**VIA:** T. Michael Stavres, City Manager

**FROM:** C.J. Scott, Chief Financial Officer CP
Bethany Owen, Procurement Manager BKO

**SUBJECT:** Procurement Manual – Amendment #2

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Winter Haven Ordinance O-22-25, adopted July 11, 2022, established the first revision of the Procurement Manual since its passage in 2012. With this revision, further edits and amendments may be made administratively and "provided to the City Commission for information within sixty (60) days of the effective date and shall also be filed with the City Clerk." Amendment #2 is summarized below:

**Procurement chapter – Section 6(e) (page 11):**

"Related Party Disclosure" forms notify the City of an employee's potential conflict(s) of interest and were signed at hiring and annually thereafter.

*Deleted: "each fiscal year" to eliminate annual requirement to complete a form which is only necessary initially and as circumstances change thereafter.*

*Added:*
*"upon being hired and thereafter, upon accepting "a position of influence or purchasing authority".*

**Asset Control Procedures – Section 6 Donations (pgs 55-56):**

The City recently was the recipient of several water fountains donated for placement in public parks. Historically, City policy only contemplated donation of surplus City-owned property to outside organizations such as non-profits offering services to our citizens. This gracious donation brought to attention a need for addition of a process for City receipt of donations.

*Added: a process for City Manager review and acceptance of donations from outside groups or organizations. Part of the process includes completion of a form accepting the tax deductible donation.*

**Summary:**

In conclusion, all changes in the attached chapters and delineated above, were approved by the City Manager, December 9, 2024 and respectfully submitted here for the City Commission's information.

# PROCUREMENT

## 1) VISION STATEMENT

Our vision is to create customer satisfaction by providing value and efficiency to each purchase while adhering to City policy, State law, and sound business practices while ensuring fair and professional treatment of all vendors and providing maximum opportunities for local vendors.

## 2) MISSION STATEMENT

The City's Procurement mission is to ensure the acquisition of quality goods and services at the best value for the City of Winter Haven.

## 3) PROCUREMENT MANAGER

In accordance with the City Charter (Section 23 - The City Manager shall be purchasing agent for the city, by whom all purchases of supplies shall be made and he shall approve all vouchers for payment of the same. In the capacity of the purchasing agent he shall also conduct all sales of personal property which the commission may authorize to be sold as having become unnecessary or unfit for the city's use. All purchases and sales shall conform to such regulations as the city commission may from time to time prescribe; but in case of purchases, but not sales, if an amount in excess of five thousand dollars ($5,000.00) be involved, opportunity for competition shall be given.), the City Manager designates the Procurement Manager to be the principal officer for contracting and for the purchase of all goods and services for the City of Winter Haven.

## 4) DUTIES OF THE PROCUREMENT MANAGER

The Procurement Manager shall:

a) Direct Procurement which shall be responsible for purchasing and contracting for supplies, material, equipment, contractual services, professional services, consultant services, construction, or any combination of goods and services.

b) Provide for the establishment and promulgation of the Procurement Manual as directed by the City Manager and applicable City Commission Ordinances, Resolutions and Policies.

c) Determine the method of selection for each type of Procurement.

d) When possible, standardize contract clauses, terms and conditions, and documents.

e) Delegate authority to others, as may be required.

f) Perform other duties as directed by the City Manager.

## 5) PROCUREMENT RESPONSIBILITIES AND FUNCTIONS

Procurement staff is responsible for administering the City of Winter Haven's procurement through purchasing procedures formulated at the direction of the City Manager, in compliance with the City's Charter, Ordinances, Resolutions and Policies; initiating reports necessary to permit analysis of purchasing performance; approving purchasing-related contracts; dealing fairly with all potential sources of supply; consolidating purchases of like or common items; obtaining fair prices for goods and services, and generally defining how to effect cost savings and coordinate purchasing and contracting procedures for the City.

Procurement staff responsibilities, duties and functions include:

a) Development of purchasing objectives, programs and operating procedures for the purchase and contracting of goods and services.

b) Acting as the City's representative on all matters pertaining to purchasing.

c) Assembly of plans and/or specifications in cooperation with department/divisions and agencies that are subsequently included in Invitations for Quote, Invitations to Bid, Requests for Proposal and Requests for Qualifications.

d) Consolidation of purchases of like or common items to obtain the maximum economic benefits and cost savings, and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidation may include requirements of a single department/division or multiple departments/divisions.

e) Working with City departments/divisions to establish standardization of goods and services, where practical, within a competitive environment.

f) Promotion of good will and public relations between the City and its vendors. Encourage full and open competition wherever possible. Assure vendors and suppliers fair and equitable business dealings in accordance with the City's Procurement policy.

g) Keeping City officials and department/division directors informed of current developments in the field of purchasing, including but not limited to prices, market conditions and new products. Secure for the City the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, organizations aligned with the National Institute of Governmental Purchasing (NIGP), trade associations, private businesses and private organizations.

h) Using the City maintained web site and others as deemed necessary by the Procurement Manager for bid notifications.

## 6) PROCEDURES

Unless otherwise specifically stated by Ordinance, Resolution, Policy, Federal funding agreements/requirements, or this manual, the following procedures shall govern the

procurement of goods and services and the letting of any contract on any construction for the City:

a) All purchases over $5,000 will be authorized by Procurement, except as otherwise exempted by Commission action or general law. In some instances, authority to request prices may be delegated to others.

b) Acceptance of gifts or gratuities, other than advertising novelties of nominal value, is strictly prohibited. No employee shall become obligated to any vendor or supplier or conclude any City transaction from which they may personally benefit.

c) No contract, purchase or group of requisitions shall be subdivided to avoid bid or quote legal requirements. This limitation and/or restriction also applies to the delegated authority given for the purchase of goods and services not exceeding $5,000.

d) Only the City Manager, the Procurement Manager, and City department/division staff that are authorized by the Purchasing and Accounting Signature Authorization Form shall make a contract and/or purchase goods and/or services as specifically delegated herein. Any Purchase Order or contract made contrary to the provisions herein shall not be approved and the City shall not be bound thereby.

e) No employee acting in their official capacity shall either directly or indirectly purchase, rent or lease any realty, goods or services for the City from any business entity of which the employee, or employee's spouse or child, or any combination thereof, has a material interest. City employees who may be in a position to influence or authorize the purchase of goods, services or properties are required to complete the Related Party Disclosure Form ~~each fiscal year~~ upon being hired and thereafter, upon accepting "a position of influence or purchasing authority". The disclosure of related parties is required so that special purchasing guidelines can be applied before purchases or similar business transactions are completed, and any associated real or imagined improprieties can therefore be minimized or eliminated.

f) In accordance with the provisions contained within this manual, the Procurement Manager delegates authority to department and division staff, the authority to purchase goods and services when the costs of those goods and services do not exceed $5,000.

g) The Uniform Guidance Rules set forth in the "Contracting Under Federal Awards" section of this Procurement Manual found on pages 61 through 72 may be applicable even though funding for a particular project is not coming directly from a federal award. The User/Department should verify with the Procurement Manager when grant and other funds are a funding source for a project including but not limited to grants and funds through a state agency in order to determine if the Uniform Guidance Rules are applicable to procurement actions related to a project.

## 7) COMPETITION AND SPENDING APPROVAL THRESHOLDS

a) Competition Approval Thresholds:

i) $0.00 to $5,000.00 - Competitive quotes recommended but are not required, unless otherwise exempt. It is the intention that this is an aggregate dollar threshold, inclusive of all costs to install and/or deliver.

ii) $5,000.01 to $30,000.00 - Informal quotes obtained by Procurement are required, unless otherwise exempt.

iii) $30,000.01 and greater – Formal sealed bids obtained by Procurement are required, unless otherwise exempt.

b) Spending Approval Thresholds:

i) $0.00 to $50,000.00 – City Manager or his designee may authorize.

ii) $50,000.01 and greater – City Commission approval is required unless specifically listed in the approved fiscal year budget.

## 8) INTERDEPARTMENTAL RELATIONS

Cooperation and understanding between departments/divisions are essential in the effective operation of Procurement.

Procurement will endeavor to establish and maintain a close liaison with other departments/divisions in order to meet their purchase needs and requirements.

In most instances, Procurement does not determine the requirements for a particular purchase, but may assume the responsibility for determining the applicable quality to meet the particular needs in conjunction with the user department/division. Disagreements between Procurement and the user department will be resolved by the City Manager.

When technical equipment, specifications, plans or designs are involved, the department/division concerned should indicate their requirements, and all purchasing actions will be coordinated with the user department/division prior to the issuance of a formal bid, Purchase Order or contract.

The Procurement Manager or designee may direct a "Procurement Seminar" to be held periodically with various City departments/divisions. This seminar will aid City personnel in gaining a better understanding of the operation of Procurement. In addition, the seminar may contain information on State purchasing regulations, City policy, emergency and sole source purchases, definition of purchasing items, change orders, modifications, contracts, and all aspects of these procedures.

All Forms referenced in this Manual are kept on file in the office of Procurement.

## 9) VENDOR RELATIONS

Any quote or specific information received from vendors relative to any item under consideration for purchase must not be divulged until after a Purchase Order has been

issued, except when applicable regulations, laws, or ordinances make such disclosures permissible or mandatory.

All vendors must be afforded equal opportunities to quote, so that all vendors can compete on equal terms. No "bid shopping" will be permitted, (i.e., no one should obtain pricing from a vendor and request other vendors to meet or beat the disclosed price).

New sources of goods should be given due consideration, because multiple sources of goods are necessary to ensure competition, continuity of goods and availability of goods. The City may buy from any vendor who exhibits adequate financial strength; a high ethical standard; a record of adhering to specifications and keeping their shipping promises, and gives a full measure of service.

The City will strive to maintain strong and enduring relationships with vendors of proven ability and a desire to meet the City's needs. To accomplish this, purchasing activities will be conducted so that all vendors will value the City's business and make every effort to furnish requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service and lowest possible price.

## 10)ETHICS

In accordance with the City's Procurement Manual, Procurement adheres to the **National Institute of Governmental Purchasing (NIGP) Code of Ethics**.

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization:

a) Seeks or accept a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

b) Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

c) Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.

d) Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

e) Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

f) Believes that members of the City and its staff should at no time, or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from vendors or suppliers, which might influence or appear to influence purchasing decisions.

g) Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

h) Resists encroachment on control of personnel in order to preserve integrity as a professional manager.

i) Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics;

j) Seeks or dispenses no personal favors; handles each administrative problem objectively and empathetically, without discrimination,

k) Subscribes to and supports the professional aims and objectives of the NIGP.

## 11) FLORIDA STATE STATUTE REFERENCES

All references to Florida Statutes in this Manual are intended to mean the version existing upon the date of the adoption of this Manual and as such Florida Statutory provisions may be amended in the future.

## 12) AMENDMENTS

Future amendments to this Manual may be made administratively by the City Manager. All amendments shall be provided to the City Commission for information within sixty (60) days of the effective date and shall also be filed with the City Clerk.

# ASSET CONTROL PROCEDURES

## 1) ACQUISITIONS

a) Computers, Televisions, Printers, and Copiers - Clearing Agent: Technology Services (TS):

i) Departments contact TS about computer, television, printer, and copier acquisitions.

ii) TS budgets the expense for purchasing these types of assets.

iii) TS prepares the required documents to purchase department technology equipment when funding is available.

iv) TS designates the equipment delivery location. In most instances items will be delivered to the TS office; the delivery of large, heavy, cumbersome or multiple product orders to departments may be authorized by TS.

v) TS is solely responsible for performing product delivery inspections. When department deliveries are received, the department designee is to contact TS to arrange for an on-site product delivery inspection.

vi) After inspecting and confirming the product delivery, TS records within their software tracking system all pertinent product data, and assigns and attaches an asset number to the product acquired. TS prepares a new acquisition sheet, attaches all documents needed to pay the purchase invoice and sends this packet to Finance. TS retains a copy of the new acquisition sheet and forwards a copy to the requesting department.

vii) Finance processes the payment request and assigns a New World System (NWS), TS coinciding fixed asset number.

b) Vehicles, Golf Carts, Rolling Stock and Rolling Stock Attachments - Clearing Agent: Fleet Maintenance (FM):

i) Departments plan and budget for the purchase of new vehicles (includes license tagged trailers); rolling stock (lawn mowers, golf-carts and other non-licensed tagged items) and rolling stock attachments (i.e. mower decks and similar such items).

ii) FM coordinates the purchase of these types of assets.

iii) When fully funded and needed, department designees prepare the required documents to purchase these types of assets.

iv) Upon obtaining required purchase approvals, the department designee is to forward all pertinent order documents to FM.

v) FM will coordinate the purchase and delivery of vehicles and rolling stock equipment. In most instances, vehicles and equipment will be delivered to FM. In the case of large, heavy, and cumbersome or multiple product orders, delivery to the requesting department may be authorized by FM. FM should be notified within 24 hours when

the equipment has been delivered directly to the department so that the proper tag can be put in place before any maintenance work is needed.

vi) FM is solely responsible for performing product delivery inspections. When department deliveries are received, the department designee is to contact FM to arrange for an on-site vehicle or equipment delivery inspection.

After FM confirms the accuracy of the product delivery, FM will record within their software tracking system all product names, serial numbers, etc. FM will assign and attach an asset number to vehicles, rolling stock and similar such equipment.

vii) FM will prepare a new acquisition sheet and attach to it all other documents needed to
process product purchase invoice payments. FM will retain one copy of the packet, forward the original to Finance and send one copy to the requesting department.

viii) Finance will process the payment request received from FM and assign a New World System (NWS) fixed asset number that coincides with the FM assigned asset number.

ix) FM will inform the City's insurance carrier in writing of the need to add the fixed asset to the insurance list; a copy of this notice will be shared with Finance and HR.

c) All Other Not Already Classified Assets of $1,000 or Greater Value - Clearing Agent: Finance:

i) Departments plan and budget for new asset purchases not already classified above.

ii) When fully funded and needed, department designee prepares the required documents and obtains the necessary approval to proceed with product purchase.

iii) Department designee specifies the product delivery location and is responsible for product delivery inspection.

iv) After confirming the accuracy of the product delivery, the department designee will prepare a new acquisition sheet and attach to it all other documents needed to process product purchase invoice payments; the department designee will forward the original packet to Finance.

v) Finance will process the payment request received from the department and assign a New World System (NWS) fixed asset number.

vi) Finance will install the NWS fixed asset number tag on the respective product(s) and photograph the asset. The photo will be scanned into NWS to assist in future asset identification.

vii) If appropriate to do so, Finance will inform the City's insurance carrier in writing of the need to add the fixed asset to the insurance list; a copy of this notice will be shared with HR.

## 2) DISPOSAL (PRECEDED BY 30-DAY SURPLUS PROCESS)

a) Computers, Televisions, Printers, and Copiers - Clearing Agent: Technology Services (TS):

i) Departments may not stock-pile, throw away, give away, "junk" or otherwise dispose of or remove these types of assets from the workplace without clearance and proper authorization of TS.

ii) When an asset is no longer of use to an owner department, the department designee is to contact TS to schedule an asset inspection. Note: The asset change sheet must have the clearing agent's initials before sending the form to Finance.

iii) If upon inspection TS determines the item is useable or sellable, the department designee will prepare for TS approval an asset status change sheet to affect a transfer to surplus; the original form is to be sent to TS and a copy retained in the owner department file.

iv) Upon receiving the asset status change sheet, TS will inform the owner department of the area where the asset is to be maintained pending completion of the 30-day surplus process.

v) TS will forward a copy of the asset status change sheet to Finance and request that the asset be placed on the surplus list to be circulated internally for a period of 30-days.

vi) If on or before the conclusion of the 30-day surplus period another department requests the asset for use, Finance will advise the requesting department to prepare an asset status change sheet and obtain TS approval to transfer the item from surplus to the receiving department. The receiving or new owner department will retain a copy of the TS signed asset status change sheet, issue one copy to TS, and send the original to Finance for processing within NWS. After the asset status change sheet is signed, the receiving department may take possession of the transferred asset.

vii) If at the end of the 30-day period the asset is not restored to service via transfer to another department, and is deemed sellable, TS will designate the item can be taken to the next scheduled auction. If it is determined by TS that the asset is of no use or monetary value, TS will arrange for the disposal of the asset via other acceptable means.

viii) TS will arrange for the transport of assets to the auction; monies derived from the sale of equipment at the auction will be immediately forwarded to Finance for deposit into the appropriate City account.

ix) TS will prepare an asset status change sheet to certify the date and applicable disposal method; TS will retain a copy of the asset status change sheet, and send the original form to Finance to remove from surplus and the fixed asset list.

b) Vehicles, Golf Carts, Rolling Stock and Rolling Stock Attachments - Clearing Agent: Fleet Maintenance (FM):

i) Departments may not stock-pile, throw away, give away, "junk" or otherwise dispose of or remove these types of assets from the workplace without clearance and proper authorization of FM.

ii) When an owner department no longer has use for an asset, the owner department contacts FM to schedule an asset inspection. If upon inspection FM determines the item is useable or sellable, FM signs off on an owner department prepared asset status change sheet to affect a transfer to surplus. FM may determine that, due to the asset's condition, it is in the City's best interest to bypass the internal surplus process and arrange for immediate disposal via auction, etc. The owner department sends the signed asset status change sheet to Finance and maintains possession of the asset pending completion of the 30-day surplus process. Note: The asset change sheet must have the clearing agent initials before sending the form to Finance.

iii) Finance, upon receiving the asset change sheet, places the asset on the internally circulated surplus list for 30 days.

iv) If another department requests the asset, Finance advises the requesting department to sign an asset status change sheet to affect a transfer from surplus. After the asset status change sheet is signed, the receiving department takes possession of the asset. Finance processes the transfer in NWS and sends a copy of the asset status change to FM.

v) If the asset is still on the surplus list after 30 days, Finance informs FM the asset is ready for disposal.

vi) FM arranges for retrieval of the asset and its disposal via auction or other acceptable means. FM coordinates transporting assets to auction and forwards auction proceeds to Finance for deposit with appropriately signed documentation. If appropriate to do so, FM requests the City's insurer delete the fixed asset from the insurance list; a copy of the request is sent to Finance and HR.

vii) Finance removes the item from the fixed asset list and from surplus.

c) All Other Not Already Classified Assets of $1,000 or Greater Value - Clearing Agent: Finance:

i) Departments may not stock-pile, throw away, give away, "junk" or otherwise dispose of or remove these types of assets from the workplace without clearance and proper authorization of Finance.

ii) When an asset is no longer of use to an owner department, the department designee is to contact Finance to schedule an asset inspection.

iii) If upon inspection Finance determines the item is useable or sellable, the department designee will prepare for Finance approval an asset status change sheet to affect a transfer of the asset to surplus; the original form is to be sent to Finance and a copy retained in the owner department file (junk or scrap items are not required to be on the Surplus List prior to disposal).

iv) Upon receiving the asset status change sheet, Finance will initial and the owner department will maintain the asset pending completion of the 30-day surplus process.

v) If the asset is still on the surplus list after 30 days, Finance informs the owner department the asset is ready for disposal via auction or other acceptable means.

vi) Finance coordinates transporting assets to auction or other approved disposal site and deposits auction disposal proceeds. If appropriate to do so, Finance requests the City's insurer delete the fixed asset from the insurance list; a copy of the request is sent to HR. When an item, or a group of items, is disposed of as "scrap", or put into a scrap metal dumpster, the departmental employee that would normally receive and process the check from the scrap-yard will be sent the asset status change sheet to hold until they receive the check and then the asset status change sheet will be attached to the check (along with any other pertinent documents) and forwarded to Finance.

vii) Finance removes the item from the fixed asset list.

d) All Other Not Already Classified Assets of $1,000 or Less Value - Clearing Agent: Finance:

i) Departments may not stock-pile, throw away, give away, "junk" or otherwise dispose of or remove City acquired tangible items from the workplace without clearance and proper authorization of Finance.

ii) Departments that have office furniture, hand and power tools; small engine equipment; scrap materials made of steel, copper or aluminum and any other City acquired tangible items that are no longer useful are to complete an Asset Status Change Form for these items and contact Finance to request a product inspection be scheduled.

iii) Finance inspects products and denotes on the department prepared itemized list whether the products are to be transported to auction or disposed of in another fashion. Finance later informs the owner department when and where items earmarked for disposal may be delivered. Finance initials the forms and attaches a picture of the items (junk or scrap items are not required to be on the Surplus List prior to disposal).

iv) Finance arranges for the transport of items to the auction or other approved disposal site and immediately deposits auction proceeds.

v) Finance arranges for the acceptable and proper disposal of non-auctioned items (i.e. placed in a refuse truck, packed and delivered to the landfill or sold for scrap). When an item, or a group of items, is disposed of as "scrap", or put into a scrap metal dumpster, the departmental employee that would normally receive and process the check from the scrap-yard will be sent the asset status change sheet to hold until they receive the check and then the asset status change sheet will be attached to the check (along with any other pertinent documents) and returned to Finance.

## 3) TRANSFERS

Owner department prepares an asset change sheet in detail denoting the transfer from and to locations (i.e. to another department, to surplus and from surplus). Computer, printer and

copiers require advance clearance and approval of TS. Vehicles, rolling stock, and rolling stock attachments must have approval from FM.

For other department transfers, owner department acquires receiving department designee's signature on the asset status change sheet and sends the signed asset status change sheet to Finance.

For transfers to surplus, owner department acquires the pertinent asset control clearing agent (FM, Finance or TS, whichever applies) signature on the asset status change sheet and sends the signed asset status change sheet to Finance. Finance, upon receiving the asset change sheet, places the asset on the internally circulated surplus list for 30 days.

For transfers from surplus, the requesting department reports to Finance to sign the asset status change sheet and then takes possession of the asset desired.

Finance processes the transfer in NWS and sends a copy of the asset status change to TS or FM as applicable.

## 4) STOLEN ASSETS

Owner department immediately contacts the Police Department upon discovering a theft, so an official report can be filed.

Owner department completes an asset status change sheet, attaches a copy of the police report and sends this packet to Finance.

Finance removes the items from NWS and sends a copy of the asset status change sheet to TS, or FM, as applicable.

If appropriate to do so, FM or Finance, whichever applies, requests the City's carrier remove the item from the insurance list; a copy of the request is sent to HR.

## 5) TRADE-INS

Trade-ins require the advance approval of the respective asset control clearing agent.

Owner department prepares an asset status change sheet, obtains the pertinent product clearing agent signature and sends the signed form to Finance.

Finance removes the item from NWS and sends a copy of the asset status change sheet to TS or FM, as applicable.

If appropriate to do so, FM or Finance, whichever applies, requests the City's carrier remove the item from the insured property list; a copy of this notice is shared with Finance and HR.

## 6) DONATIONS*

This policy addresses two forms of donations: Donation to the City of items from outside groups or organizations; and Donation of City-owned surplus property to outside groups or organizations.

Donation to the City from outside groups or organizations: Donations received by the City generally follow the format of new acquisitions contained in Section 1 above with the addition of a completed Donation Form available on Jostle or from Finance. Prior to accepting the donation, the owning department shall prepare a memo to the City Manager requesting permission to accept.

Note that the New Acquisition form is still required and should denote specifics such as manufacturer, model, and serial numbers, when available as well as location where the item will be utilized.

Donation of City-owned surplus property: When it has been determined to be in the City's best interest to donate an item or group of items to either an individual or an organization, an Asset Status Change Form, as well as a Sale of Surplus Property Form, must be completed in accordance with the following guidelines:

a) The owner department designee shall complete an Asset Status Change Form in detail specifying the item description, the owner department name, the asset number, the individual or organization to which the item will be donated, and include any other details pertinent to the donation.

b) The owner department shall prepare a memo to the City Manager requesting permission to donate a specific asset. A copy of Asset Status Change Form, along with any other related documentation (i.e.: the organization's request letter, etc.), will be attached to this memo.

Following City Manager written approval, the owner department shall forward the signed Asset Status Change Form along with a copy of the City Manager's authorization and all supporting documentation to the pertinent asset control clearing agent (i.e.: FM, Finance, or TS, depending on the asset type) for their approval.

After the pertinent asset control clearing agent's approval, the owner department will contact the individual or organization to which the asset is being donated to arrange for that individual or organization to sign the Sale of Surplus Property Form (available on Jostle). [Note: Although no money changes hands, it is still important to get the Sale of Surplus Property Form properly signed in order to relieve the City of future liability.] The Sale of Surplus Property Form will then be forwarded to the pertinent asset control clearing agent to be attached to the asset status change form, and then all documentation is to be forwarded to Finance.

Finance will then remove the asset from the inventory listing.

*This policy does not apply to vehicles/assets purchased utilizing forfeiture funds. Said items must be sold at auction with net proceeds being returned to the Police Department forfeiture fund account.

WINTER HAVEN
THE CHAIN OF LAKES CITY

**DONATION FORM**

**THANK YOU FOR YOUR DONATION**

All items donated to City of Winter Haven are tax deductible to the extent allowed by law at their *Fair Market Value*.

*Fair Market Value* is defined as "the price at which the property would change hands between a willing buyer and a willing seller, neither having to buy or sell, and both having reasonable knowledge of all the relevant facts". (IRS Pub. 526, March 1998)

The Internal Revenue Code places the responsibility for estimating the *fair market value* upon the donor rather than the donee.

No goods or services were provided in exchange, in whole or in part, for the donation.

Description of Item_____

Donor's Estimated Value _____

Donor Name / Organization _____

Signature _____ Date _____

**City of Winter Haven Acceptance:**

Department Director or Designee _____
Name / Title

_____
Signature Date

☐ **City Manager reviewed/approved**